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OPR/FINANCE

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- Individual General Partnership Limited Partnership
- Corporation Association
- Other

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

- Citizenship/State of Incorporation/Organization

03/07/2000 DNGUYEN 00000332 160650 75457958
01 FC:481 40.00 CH

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 002031 FRAME: 0690

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

(312) 554-7969

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

3

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text" value="75457958"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

1

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

40.00

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

16-0650

Authorization to charge additional fees:

Yes

No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Daniel D. Frohling

Name of Person Signing

Signature

1/20/00

Date Signed

**PACKAGING SERVICE CORPORATION OF KENTUCKY
KENTUCKY PACKAGING SERVICE, L.P.**

CONTRIBUTION AGREEMENT

THIS CONTRIBUTION AGREEMENT ("Agreement") is made effective as of 12:01 a.m., January 1, 1999 ("Effective Date") by and between **PACKAGING SERVICE CORPORATION OF KENTUCKY**, a Kentucky corporation ("**COMPANY**"), and **KENTUCKY PACKAGING SERVICE, L.P.**, a Texas Limited Partnership ("**PSC Limited Partnership**"), with reference to the following facts:

A. The Company currently is engaged in the business of operating and managing a business involved in every stage of product fabrication including packaging, fabrication and distribution of fiberglass insulation and filters, custom equipment, foams, plastics, fiberglass, cartons, and medical supplies (the "**Business**"). The Business includes the following divisions: Glasrite (Louisville, Kentucky operations), Q2 Medical, PSC Office Products, PSC Specialties, Falls City Machine (including Graham Hydraulics), PSC Fabricating, and All State Packaging. The Company's assets utilized in the Business are hereinafter sometimes collectively referred to as the "**Operating Assets**."

B. The Company's assets include: (1) ownership of 100% of the issued and outstanding voting common stock of PSC - GP, Inc., a Delaware corporation; (2) ownership of a 99% partnership interest as the limited partner of PSC Limited Partnership; (3) ownership of a single member (100%) ownership interest in Packaging Service Industries, LLC, a Delaware limited liability company; and (4) 100% stock ownership in Delaware PSC Corporation, dba Ercon Associates. All of these ownership interests are hereinafter collectively referred to as "**Ownership Interests**."

C. The Company wishes to transfer to the capital of PSC Limited Partnership all or substantially all of the Operating Assets, subject to certain liabilities attributable thereto and arising out of the operation of the Business. PSC Limited Partnership wishes to accept such contribution.

D. The Company requires, as a condition of such contribution, that PSC Limited Partnership assume certain liabilities of the Business, and that PSC Limited Partnership indemnify the Company against certain liabilities arising out of the operation of the Business both before and after the date of such contribution. PSC Limited Partnership is willing to provide such assumption and indemnification.

NOW, THEREFORE, in consideration of the premises and mutual promises and covenants set forth herein, and for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Contribution of Assets. The Company hereby assigns, transfers, conveys and delivers to PSC Limited Partnership as of the Effective Date all of the Company's right, title, and interest in and to the Operating Assets (as further defined in Paragraph 2), free

h. **Prepaid Expenses and Deposits.** All prepaid expenses, security deposits, refunds and credits, including refunds, credits and deposits for taxes (except income taxes) of the Company, and customer deposits and advances and employee advances, arising out of or in connection with the Business (the "Prepaid Expenses").

i. **Records and Files.** All books, records and computer files relating to the Business, including, without limitation, customer files and lists, supplier files and lists, credit files, sales records, price lists, research and development records, product requirements and specifications, manufacturing bids, environmental records, operating permit files, personnel files, advertising, promotional and marketing materials, technical notebooks, manuals and reports, diagnostic testing manuals, drawings, models, blueprints, treatises, books and other publications.

j. **Insurance Policies.** All of the Company's rights and claims under any and all property, liability and other insurance policies, both past and current, insuring the interest of the Company in any of the Assets, or insuring the Company against liabilities arising from operation of the Business.

k. **Cash and Cash Equivalents.** Cash and cash equivalents owned by the Company arising from or used in connection with the Business in the amount set forth on the Balance Sheet.

l. **Accounts Receivable.** All accounts and notes receivable owed to in connection with the operation of the Business as of the Effective Date (the "Accounts Receivable").

m. **Intellectual Property.** All of the Company's right, title, and interest in and to all patents and patent applications, trademarks, trade names, product names, fictitious business names, copyrights, copyright applications and uncopyrighted works, trade secrets, inventions, know-how, processes, formulas, product ingredients, requirements and specifications, designs, technology, software, research and experimental data, and all licenses and rights to use the same, and all applications therefor, and all other proprietary rights, intellectual property rights and information used in connection with the Business, and all claims and benefits of any kind against third parties in connection therewith (the "Intellectual Property").

n. **Real Property.** All of the Company's interest in, and title to, the real property (the "Real Property") listed and described in Exhibit "C" attached hereto and incorporated herein.

o. **Company Name.** Any and all rights to the assumed or fictitious business names "Glasrite" (nonexclusive), "Q2 Medical", "PSC Office Products", "PSC Specialties", "Falls City Machine" (including "Graham Hydraulics"), "PSC Fabricating", and "All State Packaging".

c. **Severability.** Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

d. **Headings.** The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

e. **Governing Law.** This Agreement shall be governed by and construed in accordance with the internal laws (without giving effect to the law of conflicts) of the State of Texas.

f. **Incorporation of Exhibits and Schedules.** The Exhibits or Schedules identified in this Agreement are incorporated herein by reference and made a part hereof.


g. **Amendment.** This Agreement may be amended only by a written agreement executed by all of the parties to this Agreement.

h. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed effective as of the Effective Date.

"COMPANY"


PACKAGING SERVICE CORPORATION
OF KENTUCKY, a Kentucky corporation

By: 
D. R. Thacker
Its: President

"PSC LIMITED PARTNERSHIP"

KENTUCKY PACKAGING SERVICE, L.P.,
a Texas limited partnership

BY: PSC - GP, INC., a Delaware corporation
Its General Partner

By: 
D. R. Thacker
Its: President