



D

05-26-2000

06-26-2000

U.S. Patent & TMO/TM Mail Rpt Dt. #64



MKD
5.26.00

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

101388948

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
- Merger Effective Date
Month Day Year
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year

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/AKATA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

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

06/26/2000 DNGUYEN 00000032 130206 668883

FOR OFFICE USE ONLY

01 FC:481 40.00 CH
02 FC:482 225.00 CH

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: 002092 FRAME: 0104

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

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. #

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"/>	<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" value="668883"/>	<input type="text" value="960688"/>	<input type="text" value="1326971"/>
<input type="text" value="409894"/>	<input type="text" value="1855793"/>	<input type="text" value="1865563"/>
<input type="text" value="798975"/>	<input type="text" value="1949534"/>	<input type="text" value="319466"/>

Number of Properties

Enter the total number of properties involved. #

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

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: #

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.

Rebecca B. Lederhouse "EXPRESS MAIL" Mailing Label Number EL 22510606015

5/26/00

Name of Person Signing

Date of Deposit: 5-26-00

Signature

Date Signed

I hereby certify that this paper or fee is being deposited with the United States Postal Service at the Mailing Label Office, addressed services until 10:00 PM on the date indicated above and is addressed to the Assistant Commissioner for Trademarks, 2000 Crystal Drive, Arlington, VA 22202-3519.

Am. My. Lederhouse

**RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**

FORM PTO-1618C
Expires 06/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party
Enter Additional 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

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AK/A/T/A

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other

Citizenship/State of Incorporation/Organization

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 the Assignment.)

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

2200227	<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"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

COPY

EXHIBIT A

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (the "Agreement"), dated as of July 1 1999, is entered by and between AMERICAN NATIONAL CAN COMPANY, a Delaware corporation, having a place of business at 8770 W. Bryn Mawr Avenue, Chicago, Illinois ("ANC"), and PECHINEY PLASTIC PACKAGING, INC., a Delaware corporation, having a place of business at 8770 W. Bryn Mawr Avenue, Chicago, Illinois ("Pechiney Plastics").

WHEREAS, ANC and Pechiney Plastics have entered into a Contribution, Assignment and Assumption Agreement, dated as of July 1 1999 (the "Contribution Agreement");

WHEREAS, the Contribution Agreement requires ANC and Pechiney Plastics to execute and deliver this Agreement;

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

SECTION 1. Definitions. As used in this Agreement, the following terms shall have the meanings set forth below.

"Patents" means the patents and patent applications set forth on Schedule A, all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations thereof, and all rights therein provided by international treaties or conventions.

"Trademarks" means the trademarks and service marks set forth on Schedule B, the goodwill of the business symbolized thereby, all common law rights with respect thereto, all applications and registrations thereof, all rights therein provided by international treaties or conventions, and all extensions and renewals thereof.

SECTION 2. Transfer and Assignment of Intellectual Property. ANC hereby sells, assigns, and transfers to Pechiney Plastics all of its right, title and interest in and to the Patents, Trademarks, and the goodwill of the business symbolized by the Trademarks.

SECTION 3. Governmental Filings. ANC shall furnish Pechiney Plastics with such necessary information and reasonable assistance, including execution of such other required

documents, as Pechiney Plastics may reasonably request in connection with recording its ownership interest in the Patents and Trademarks, with any governmental authority.

SECTION 4. Construction. The parties agree that, to the extent that any terms or provisions of this Agreement differ or conflict with any provision or term of the Contribution Agreement, the applicable terms and provisions of the Contribution Agreement shall control and take precedence.

SECTION 5. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois, United States of America, without giving effect to the conflicts of law principles thereof.

SECTION 6. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, ANC has caused this Agreement to be executed as of the date and year first above written.

AMERICAN NATIONAL CAN COMPANY

By *Uodin*
Name:
Title:

AUG 02 1999 19:14

PECHINEY PLASTIC PACKAGING INC
773 399 3215

PAGE.04

SCHEDULE B

TRADEMARKS

[Schedule to contain the list of Contributed Trademarks set forth in Schedule 1.01B of the Contribution Agreement]

SCHEDULE 1.01B

CONTRIBUTED TRADEMARKS

[see attached list]

SCHEDULE B**UNITED STATES OF AMERICA**

TRADEMARK/ SERVICE MARK	REGISTRATION NO.	REGISTRATION DATE	INT'L CLASS(ES)
DOBIE	668,883	October 28, 1958	21
FLORATAPE (Stylized)	409,894	October 31, 1944	16
FLORAVIEW	798,975	November 23, 1965	16
FRESHTUFF	960,688	June 12, 1973	20
GAMMA	1,855,793	September 27, 1994	21
MED-GARD	1,326,971	March 26, 1985	17
OMNI	1,865,563	December 6, 1994	6, 20
PARAFILM	319,466	November 27, 1934	16
PROCAN	1,949,534	January 16, 1996	20, 21
TUFFTITE	2,200,227	October 27, 1998	16