

12-28-2000



101563810

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

12/8/00

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

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

12/26/2000 GTON11 00000068 1088308

FOR OFFICE USE ONLY

01 FC:481
02 FC:482

40.00 OP
25.00 OP

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: 002200 FRAME: 0678

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)

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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.

J. JOSEPH MULLER

Name of Person Signing

J. Joseph Muller #28,450

Signature

12/05/00

Date Signed

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

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Execution Date
Month Day Year

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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

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STOCK PURCHASE AGREEMENT

By and Among

UNITED STATES CAN COMPANY,

JAY M. WILSON,

TRUST ESTABLISHED UNDER THE WILL OF LAURENCE B. MEACHAM,

TRUST DATED SEPTEMBER 22, 1954 FROM
LAURENCE B. MEACHAM

and

STRELTIN CAN CORPORATION

January 20, 1994

01/19/94
BCH:SSIM9
7692-6.MGR

STOCK PURCHASE AGREEMENT

STOCK PURCHASE AGREEMENT (the "Agreement"), dated as of January 20, 1994 (the "Closing Date"), by and among United States Can Company, a Delaware corporation ("U.S. Can"), Steeltin Can Corporation, a Maryland corporation ("Steeltin"), and Jay M. Wilson, a resident of the State of Maryland ("Wilson"), the Trust established under the will of Laurence B. Meacham and the Trust dated September 22, 1954 from Laurence B. Meacham (collectively, the "Trusts"), the shareholders of Steeltin (the Trusts, collectively with Wilson, the "Shareholders").

W I T N E S S E T H:

WHEREAS, the Shareholders own of record and beneficially all of the issued and outstanding shares of common stock, par value \$10.00 per share, consisting of Class A Voting Common Stock, Class B Voting Common Stock, Class A Nonvoting Common Stock and Class B Nonvoting Common Stock of Steeltin (the "Shares");

WHEREAS, U.S. Can desires to purchase from the Shareholders, and Shareholders desire to sell to U.S. Can, the Shares;

NOW, THEREFORE, in consideration of the mutual agreements and obligations contained herein, and in reliance upon the representations and warranties made herein, the parties hereto agree as follows:

ARTICLE I

TERMS OF PURCHASE AND SALE

1.1 Purchase and Sale of the Shares. Subject to the terms and conditions contained in this Agreement, on the Closing Date, the Shareholders hereby sell, assign, transfer and deliver to U.S. Can, and U.S. Can hereby purchases from the Shareholders, the Shares for an aggregate purchase price of \$11,846,500 payable in full at the Closing (as defined herein) of which the portion set forth in the Escrow Trust Agreement (as defined herein) will be paid to an account designated by the Escrow Agent under the Escrow Trust Agreement, to be held and disbursed as set forth in the Escrow Trust Agreement, and the remainder of which will be paid by wire transfer of immediately available funds to the accounts designated by the Shareholders on Schedule 1.1 attached hereto.

1.2 Time and Place of Closing. Subject to the terms and conditions contained in this Agreement, the purchase and sale of the Shares (the "Closing") will take place at the offices of Ross & Hardies, 150 North Michigan Avenue, Chicago, Illinois 60601 simultaneously with the execution and delivery of this Agreement on the Closing Date.

ARTICLE II

REPRESENTATIONS AND WARRANTIES OF WILSON AND STEELTIN

As of the Closing Date, Wilson and Steeltin, jointly and severally, represent and warrant to U.S. Can as follows:

others. Schedule 2.11(b) hereto describes all material tangible and intangible personal property and assets of Steeltin. Steeltin has good and marketable title to, and is in possession of or has control over, all such real and personal property, none of which is held under or subject to any mortgage, pledge, lien, lease, encumbrance, conditional sales contract or other security arrangement except to the extent described in Schedule 2.11(c) hereto. Each item of such tangible personal property and assets, having a value in excess of \$1,000, is in good working order or condition, reasonable wear and tear excepted.

Except as set forth on Schedule 2.11 and to the extent reserved for on the balance sheet of Steeltin prepared in connection with the transactions contemplated by this Agreement, the inventories of Steeltin are in good and merchantable condition and are of a quality suitable and usable or saleable in the ordinary course of business for the purposes for which such inventories are intended. There has not been a material change in the amount of Steeltin's inventories since December 31, 1993.

2.12 Patents, Trademarks, Etc. Schedule 2.12 hereto contains an accurate and complete description of all domestic and foreign patents, trademarks, service marks, trademark registrations, logos, trade names, assumed names, copyrights and copyright registrations and all applications therefor, presently owned or held by Steeltin or under which Steeltin owns or holds any license, or in which Steeltin owns or holds any material direct or indirect interest; and no others are necessary for the

conduct of the present business of Steeltin. Except as set forth in Schedule 2.15, to the best knowledge of Wilson and Steeltin, no products manufactured or sold by Steeltin, nor any patents, formulae, know-how, trade secrets, trademarks, service marks, trademark registrations, logos, trade names, assumed names, copyrights, copyright registrations or designations used in its business, infringe on any patents, trademarks or copyrights, or any other rights, of any individual or entity. Steeltin has the sole and exclusive right to use, has the right and power to sell, and has registered and filed statutory notices to maintain and protect the patents, trademarks, service marks, trademark registrations, copyrights and copyright registrations listed in Schedule 2.12; except as set forth in Schedule 2.15, no claims have been asserted by any individual or entity with respect thereto or challenging or questioning the validity or effectiveness of any license or agreement with respect thereto, and, to the best knowledge of Wilson and Steeltin, there is no valid basis for any such claim. Upon consummation of the transactions contemplated hereby, U.S. Can will acquire the rights held by Steeltin in each item described in Schedule 2.12. Steeltin has no registered logos, trade names or assumed names.

2.13 Insurance. Steeltin keeps all its businesses, operations and properties insured against loss or damage, with insurers believed to be responsible, pursuant to the policies listed in Schedule 2.13 to this Agreement. Schedule 2.13 is a list of all insurance policies held by Steeltin concerning its

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed, all as of the day and year first above written.

UNITED STATES CAN COMPANY

By: [Signature]
Title: Executive VP and CFO

STEELTIN CAN CORPORATION

By: [Signature]
Title: Pres.

[Signature]
Jay M. Wilson

WITNESS/ATTEST:

Trust Established under the Will of Laurence B. Meacham

By: _____ (SEAL)
Laura M. Wilson, Co-Trustee

By: Mercantile-Safe Deposit & Trust Company, Co-Trustee

By: _____ (SEAL)
Name:
Title:

Trust Dated September 22, 1954 from Laurence B. Meacham

By: _____ (SEAL)
Laura M. Wilson, Co-Trustee

By: Mercantile-Safe Deposit & Trust Company, Co-Trustee

By: _____ (SEAL)
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed, all as of the day and year first above written.

UNITED STATES CAN COMPANY

By _____
Title:

STEELTIN CAN CORPORATION

By _____
Title:

Jay M. Wilson

Trust Established under the Will of Laurence B. Meacham

WITNESS/ATTEST:

Doris V. R. Shuman

By: Laura M. Wilson (SEAL)
Laura M. Wilson, Co-Trustee

By: Mercantile-Safe Deposit & Trust Company, Co-Trustee

Elizabeth G. Gulchrist
ASSISTANT V.P.

By: [Signature] (SEAL)
Name: GRAFFLIN COOK, III
Title: VICE PRES.

Trust Dated September 22, 1954 from Laurence B. Meacham

Doris V. R. Shuman

By: Laura M. Wilson (SEAL)
Laura M. Wilson, Co-Trustee

By: Mercantile-Safe Deposit & Trust Company, Co-Trustee

Elizabeth G. Gulchrist
ASSISTANT V.P.

By: [Signature] (SEAL)
Name: GRAFFLIN COOK, III
Title: VICE PRES.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed, all as of the day and year first above written.

UNITED STATES CAN COMPANY

By _____
Title:

STEELTIN CAN CORPORATION

By _____
Title:

Jay M. Wilson

Trust Established under the Will of Laurence B. Meacham

WITNESS/ATTEST:

By: _____ (SEAL)
Laura M. Wilson, Co-Trustee

By: Mercantile-Safe Deposit & Trust Company, Co-Trustee

Elizabeth G. Gilchrist
ASSISTANT V.P.

By: _____ (SEAL)
Name: GRAFFLIN
Title: V.P.

Trust Dated September 22, 1954 from Laurence B. Meacham

By: _____ (SEAL)
Laura M. Wilson, Co-Trustee

By: Mercantile-Safe Deposit & Trust Company, Co-Trustee

Elizabeth G. Gilchrist
ASSISTANT V.P.

By: _____ (SEAL)
Name: GRAFFLIN
Title: V.P.

01. 20. 94 02:47 PM *VENABLE, BAETJER&HOWD P 12

Schedule 2.12
to Stock Purchase Agreement

Patents and Trademarks

Licenses

1. License to use "Hershey's" trademark per agreement dated 8/23/93. NOTE - NOT ASSIGNABLE WITHOUT CONSENT. CONSENT REQUESTED, NOT YET OBTAINED.
2. License to use "Saturday Evening Post" illustrations per agreement dated 3/31/92 with The Curtis Publishing Company. NOTE - AGREEMENT IS VOID UPON CHANGE IN OWNERSHIP. WAIVER REQUESTED; NOT YET OBTAINED.
3. License to use artwork from The Balliol Corporation dated 10/28/93.
4. License to use State of Maryland crabmeat label 9/7/93.
5. Microsphere Sheet Waxer Agreement dated June 20, 1990 between Steeltin and Ball Corporation.

SEE LITIGATION - Pettes case.

Service Marks, Trademarks

1. "Steeltin (stylized)" Reg. No. 1,088,308 Registered 3/28/78.
2. "The Tin Depot" Application for trademark filed 10/93.
3. "Iressure" Reg. No. 1,563,097 Registered 10/31/89.
4. "Inuratek" Reg. 1,322,200 Registered 2/26/85. Note - this trademark was assigned to Venture Packaging, Inc. by Asset Purchase Agreement dated 10/7/92 and is not an asset of Steeltin although no assignment was registered by Venture Packaging, Inc..

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U.S. Patents

1. "K" Can Patents:

U.S. Patent # 4,710,252 (12/1/87)
 # 4,711,801 (12/8/87)
 # 4,629,529 (12/16/86)

2. U.S. Patent #4,739,699 (4/26/88) for apparatus for pasteurizing or sterilizing and subsequent cooling of edible foodstuffs in containers.

3. U.S. Patent #4,816,269 (3/28/89) for a process of pasteurizing or sterilizing edible foodstuffs.

4. U.S. Patent #4,788,871 (12/6/88) for a probe for sensing temperature and/or pressure.

Foreign Patents

1. "K" Can Canada # 1218946 (3/10/87) (Related to U.S. "K" Can patent)

2. European Patent Office #328856 (8/23/89)
 #264503 (4/27/88)
 (Designated states: AT, BE, CH, DE, ES, FR, GB, GR, IT, LI, LU, NL, SE.)

3. European Patent Office #171476 (2/19/86) (Designated states: AT, BE, CH, DE, FR, GB, IT, LI, LU, NL, SE)

NOTE: STATUS OF FOREIGN PATENTS CANNOT BE ASCERTAINED WITHOUT SUBSTANTIAL EXPENSE AND DELAY.

Copyrights

1.	"Hunt Scene"	VA	172	371	11/21/89
2.	"Nativity"		VA	167	469 10/21/89
3.	"Santa's Visit"	VA	167	470	11/21/89
4.	"Gloria"	VA	165	438	10/31/89
5.	"Holiday Village"	VA	151	953	4/10/89

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Other Rights

[NOTE: THE EXTENT OF STEELTIN'S INTEREST IN THE DESIGNS IDENTIFIED BELOW IS NOT CLEARLY DOCUMENTED. COPIES OF INSTRUMENTS PURPORTING TO TRANSFER RIGHTS TO STEELTIN WERE DELIVERED TO U.S. CAN PRIOR TO CLOSING.]

1. "Railroad Scene," interest of Maryland Paper Box Company. [NOTE - SEE LITIGATION.]
2. "Black Floral" and 404 x 507 coffee tin design, interest of Springwater Cookie Company.
3. Thirteen designs, interest of Henco, Inc.
4. "Hills of Westchester Teddy" interest of Consolidated Brands, Inc.
5. "Hill Country Christmas," limited right of Suzan Lozano, Gitzee Designs.
6. "Wreath," interest of Charles Chips [1994 on y?].
7. "Xmas. French Horn," interest of T. King Smith.
8. "Waiting for Santa," interest of Paula Airesman.
9. "Kristin's Snowflake," interest of Carol Well: Bailey.
10. Twenty four designs, interest of Linda David

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