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To the Honorable Commissioner of Patent
thereof.

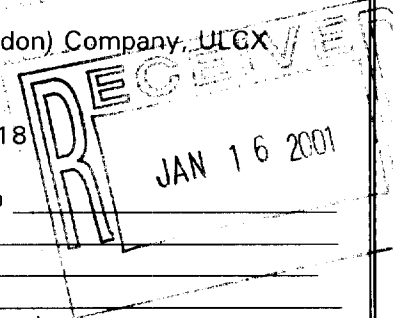
attached original documents or copies

1. Name of conveying party(ies):
Lawson Mardon Packaging Inc.

Individual Association
 General Partnership Limited Partnership
 Corporation-State- Ontario Canada
 Other: _____

2. Name and address of receiving party(ies):
Specialized Packaging (London) Company, ULCX
#7 Laurel Square Park
3190 Whitney Avenue
Hamden Connecticut 06518

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State Canada
 Other: _____



Additional name(s) of conveying party(ies) attached? Yes No

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designation must be a separate document from Assignment)
Additional name(s) & addresses attached? Yes No

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other: _____

Execution Date: June 3, 1998

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s) B. Trademark Registration No.(s) 1,872,477

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Richard T. McCaulley Jr.
McAndrews, Held & Malloy, Ltd.
Citicorp Center, 34th Floor
500 West Madison Street
Chicago, Illinois 60661

6. Total number of applications and registrations involved:
1

7. Total fee (37 CFR 3.41): \$ 40.00

Check attached

Authorized to be charged to deposit account

8. Deposit account number: 13-0017

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.

Signature and Registration Number: Ronald A. DiCerbo Date: Dec. 1, 2000

Name of Person Signing: Ronald A. DiCerbo

Total number of pages including cover sheet, attachments and document: **10**

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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re the Assignment of:)
)
Mark: PAKASTRIP)
)
Registration Number: <u>1,872,477</u>)
)
Registration Date: January 10, 1995)
)
)
)

**REVOCAION OF PRIOR POWERS OF ATTORNEY
APPOINTMENT OF NEW ATTORNEYS**

Commissioner for Trademarks
2900 Crystal Drive
Arlington, Virginia 22202-3513

Sir:

The Owner by Assignment, Specialized Packaging (London) Company, ULC hereby revokes all prior powers of attorney and appoints as its attorneys the firm of McAndrews, Held, & Malloy, Ltd., consisting of George P. McAndrews, John J. Held, Timothy J. Malloy, William M. Wesley, Lawrence M. Jarvis, Gregory J. Vogler, Jean Dudek Kuelper, Herbert D. Hart III, Robert W. Fieseler, D. David Hill, Thomas J. Wimbiscus, Steven J. Hampton, Priscilla F. Gallagher, Stephen F. Sherry, Patrick J. Arnold Jr., George F. Wheeler, Janet M. McNicholas, Ronald E. Larson, Christopher C. Winslade, Edward A. Mas II, Gregory C. Schodde, Edward W. Remus, Donald J. Pochopien, Sharon A. Hwang, David D. Headrick, Dean D. Small, Alejandro Menchaca, Kirk A. Vander Leest, Richard T. McCaulley, Jr., Melissa M. McCaulley, Anthony E.

Dowell, Peter J. McAndrews, Matthew G. McAndrews, Leland G. Hansen, James M. Hafertepe, Michael B. Harlin, Jonathan R. Sick, Geoffrey A. Baker, Eligio C. Pimentel, John F. Nethery, James R. Nuttall, James P. Murphy, Dean A. Pelletier, Joseph M. Barich, Scott P. McBride, Patricia J. McGrath, Andrew G. Schultz, Wilhelm A. Rao, Sandra A. Frantzen, Ronald H. Spuhler, Mary L. Kelly, Ronald A. DiCerbo, Jennifer E. Lacroix, Joseph F. Harding, and Joseph M. Butscher, all of 500 West Madison Street, 34th Floor, Chicago, Illinois 60661, Telephone Number 312-775-8000, as its attorneys, with full power of substitution and revocation, to prosecute these applications and registrations, to make alterations and amendments therein, and to transact all business in the Patent and Trademark Office connected therewith. All correspondence concerning this registration should be addressed to:

Ronald A. DiCerbo
McAndrews, Held, & Malloy, Ltd.
Citicorp Center, 34th Floor
500 West Madison Street
Chicago, Illinois 60661

Ronald A. DiCerbo, whose postal address is 500 West Madison Street, 34th Floor, Chicago, Illinois 60661, is hereby designated as applicant's representative upon whom notice or process in proceedings affecting the mark may be served.

Dated: 12/20/00

Specialized Packaging (London) Company, ULC

By: 

Carlton L. Hochsmidt

Typed or Printed Name

President

Position

POSTE
ASSET PURCHASE AGREEMENT

BETWEEN

SPECIALIZED PACKAGING
(LONDON) COMPANY, ULC,
a Nova Scotia unlimited liability
company

AND

LAWSON MARDON PACKAGING INC.,
an Ontario corporation

June 3, 1998



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ASSET PURCHASE AGREEMENT

THIS AGREEMENT is made and entered into as of this 3rd day of June, 1998 between Specialized Packaging (London) Company, ULC, a Nova Scotia unlimited liability company, (the "Buyer") and Lawson Mardon Packaging Inc., an Ontario corporation (the "Seller").

RECITALS:

WHEREAS, the Seller is in the business of manufacturing folding cartons for the detergent and laundry products, paper products, food and beverage and personal care products industries (the "Business"); and

WHEREAS, the Buyer desires to purchase from the Seller, and the Seller desires to sell to the Buyer, substantially all of the assets and certain of the liabilities of the Seller used in the conduct of the Business on the terms and conditions herein set forth;

AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows:

ARTICLE I DEFINITIONS

"Accounts Receivable" has the meaning set forth in Section 2.1(i) below.

"Acquired Asset Requiring Consent" has the meaning set forth in Section 5.2(b) below.

"Acquired Assets" has the meaning set forth in Section 2.1 below.

"Affiliate" means any Person who controls, is controlled by or is under common control with the designated party. For purposes of this definition, control shall mean ownership, directly or indirectly, of 50% or more of the voting stock or other equity interest.

"A-L" has the meaning set forth in Section 3.7 below.

"Assumed Liabilities" has the meaning set forth in Section 2.2 below.

"Business" has the meaning set forth in the Recitals above.

"Hazardous Substance" shall mean, collectively, any contaminant (as defined in the EPA), toxic substance (as defined in the CEPA), dangerous goods (as defined in the *Transportation of Dangerous Goods Act*, R.S.C. 1985 c. T-17 (Canada), as enacted or in effect on or prior to the Closing Date) or pollutant or any other substance which when released to the natural environment is likely to cause, at some immediate or future time, material harm or degradation to the natural environment or material risk to human health.

"IAS" means the International Accounting Standards promulgated by the International Accounting Standards Committee, as in effect from time to time.

"Intellectual Property" has the meaning set forth in Section 2.1(f) below.

"Interim Financial Statements" has the meaning set forth in Section 3.7 below.

"Inventory" has the meaning set forth in Section 2.1(a) below.

"Investment Canada Act" means the *Investment Canada Act*, R.S.C., 1985, c. 28 (1st Supp.), as amended.

"Knowledge" means actual knowledge without independent investigation.

"KPMG" means KPMG Peat Marwick LLP, certified public accountants.

"License Agreement" has the meaning set forth in Section 6.1(j) below.

"LMP USA" means Lawson Mardon Packaging USA Inc., a Delaware corporation.

"LMP USA Acquisition Agreement" means that certain Asset Purchase Agreement of even date herewith, by and between LMP USA and Specialized Packaging Radisson, Inc.

"Losses" has the meaning set forth in Section 10.1 below.

"Material Adverse Effect" means a material and adverse effect with respect to the Business that would materially and adversely affect the willingness of a reasonable buyer to enter into and perform the transactions contemplated hereby, including without limitation a material adverse effect on (i) the Acquired Assets or on the operations, financial condition or prospects of the Business taken as a whole, or (ii) the ability of the parties to consummate the transactions contemplated by this Agreement.

"Material Contracts Requiring Consent" has the meaning set forth in Section 5.2(b) below.

"Most Recent Fiscal Month End" has the meaning set forth in Section 3.7 below.



"Real Property Leases" has the meaning set forth in Section 2.1(d) below.

"Records" has the meaning set forth in Section 2.1(g) below.

"Required Governmental Approvals" has the meaning set forth in Section 5.2(a) below.

"Revenue Canada" means Revenue Canada Customs, Excise and Taxation.

"Security Interest" means any mortgage, chattel mortgage, conditional sales contract, pledge, lien, easement, encumbrance, charge or other security interest.

"Seller" has the meaning set forth in the preface above.

"Side Letter" has the meaning set forth in Section 6.1(m) below.

"Taxes" in the plural and "Tax" in the singular mean any federal, provincial, local or foreign tax measured by net income, or the value of real property or personal property (tangible and intangible), including any interest, addition, penalty or other associated charge thereto, whether disputed or not.

"Third Party Claim" has the meaning set forth in Section 10.3 below.

"Total Cap" has the meaning set forth in Section 2.4(c) below.

"Transfer Taxes" has the meaning set forth in Section 2.2(a) below.

"Union Employee Benefit Plans" means the Employee Benefit Plans instituted and maintained by the Seller pursuant to a Collective Bargaining Agreement, specifically for the benefit of employees covered by any such Collective Bargaining Agreement.

ARTICLE II THE TRANSACTION

Section 2.1 Agreement to Purchase and Sell Assets. On the terms and subject to the conditions of this Agreement, and in reliance on the representations, warranties, covenants and agreements set forth in this Agreement, the Buyer shall purchase and acquire from the Seller, and the Seller shall sell, convey, assign, transfer, grant and deliver to the Buyer, all of the Seller's right, title and interest in and to the assets used or useful in the operation of the Business as a going concern at the time of Closing, except for the assets, if any, described on attached Schedule 2.1 (the "Excluded Assets") including, without limitation the following (collectively, the "Acquired Assets"):



(a) Inventory. All inventories of raw materials, work-in-process, finished goods and supplies, wherever located, used or useful in the operation of the Business, or located at the Real Property including, without limitation, all such inventory listed on Schedule 2.1(a) (the "Inventory").

(b) Equipment. All machinery, equipment, furniture, office equipment, computer equipment and peripherals, automobiles, other vehicles, parts, leasehold improvements and all other personal property owned by the Seller that are used or useful in the operation of the Business, or located at the Real Property including, without limitation, all of the equipment listed on Schedule 2.1(b), together with all express and implied warranties by the manufacturers or sellers of those items, and all maintenance records, maintenance agreements, brochures, catalogues and other documents relating to those items or to the installation or functioning of those items (the "Equipment").

(c) Contracts. All contracts, agreements, customer and supplier purchase orders, and other commitments relating to the Business, excluding real property leases and personal property leases other than as described in Sections 2.1(d) and (e) (including but not limited to such commitments identified on Schedule 2.1(c)), and any security or similar deposits relating to those commitments (the "Contracts").

(d) Real Property Leases. All real property leases listed on Schedule 2.1(d) and any security or similar deposits relating to those leases (the "Real Property Leases").

(e) Personal Property Leases. All personal property leases for all leased personal property located at the Real Property or otherwise listed on Schedule 2.1(e) and any security or similar deposits relating to those leases (the "Personal Property Leases").

(f) Intellectual Property. All registered and unregistered domestic and foreign patents, patent applications, inventions upon which patent applications have not yet been filed, service marks, trade names, trademarks, trademark registrations and applications, logos, copyrighted works, copyright registrations and applications, trade secrets, formulae, technology, designs, processes, software, software applications, inventions, know-how and other intellectual property rights, currently owned, possessed or used under license from third parties (provided and to the extent that such licenses and the rights thereunder are assignable by the Seller) by the Seller exclusively in connection with the operation of the Business, including but not limited to those listed on Schedule 2.1(f) (the "Intellectual Property")

(g) Records. All records, customer and supplier lists, payroll and personnel records, product information, product drawings, production documentation, material specifications, equipment lists, formulae, specifications, drawings, plans, reports, data, notes, correspondence, contracts, labels, catalogues, brochures, art work (except personal objects), photographs, advertising materials, marketing and production literature, files, instruction or maintenance manuals for Equipment, R&D documents and other records and documents

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

LAWSON MARDON PACKAGING INC.

By: J.R. MacIver
Name: J. R. Mac IVER
Title: General Counsel and Secretary

SPECIALIZED PACKAGING (LONDON) COMPANY, ULC

By: Carlton L. Fuchs
Name: CARLTON L. FUCHS
Title: PRESIDENT + CEO

As an inducement to the Seller's execution of this Agreement, Specialized Packaging International, Inc. hereby guarantees to the Seller the payment by the Buyer of any amount of indemnification due and owing by the Buyer to the Seller pursuant to Article X of this Agreement, subject to any defenses available to the Buyer thereunder or otherwise pursuant to law or in equity.

SPECIALIZED PACKAGING INTERNATIONAL, INC.

By: Carlton L. Fuchs
Name: CARLTON L. FUCHS
Title: PRESIDENT + CEO

Dated June 3, 1998

As an inducement to the Buyer's execution of this Agreement, Lawson Mardon Packaging USA Inc. guarantees to the Buyer the payment by the Seller of any amount of indemnification due and owing by the Seller to the Buyer pursuant to Article X of this Agreement, subject to any defenses available to the Seller thereunder or otherwise pursuant to law or in equity.

LAWSON MARDON PACKAGING USA INC.

By: J.R. MacIver
Name: J. R. Mac IVER
Title: General Counsel and Secretary

Dated June 3, 1998

CANADA

PROJECT POSTE

DISCLOSURE SCHEDULES

This Disclosure Schedule has been prepared and delivered in accordance with the Asset Purchase Agreement dated as of June 3, 1998 (the "Purchase Agreement") between Specialized Packaging (London) Company, ULC and Lawson Mardon Packaging Inc. Certain agreements and other matters are listed in this Disclosure Schedule for informational purposes only, notwithstanding that, because they do not rise above applicable materiality thresholds or otherwise, they are not required to be listed herein by the terms of the Purchase Agreement.

To the extent that the language of any representation or warranty contained herein differs from, or conflicts with the language contained in the corresponding representation or warranty contained in the Purchase Agreement, the language contained in the Purchase Agreement shall control.

SCHEDULE 2.1(f)

INTELLECTUAL PROPERTY

Any term used in this Schedule 2.1(f) but not defined herein shall have the meaning assigned to it in the Asset Purchase Agreement dated as of June __, 1998 between Specialized Packaging (London) Company, ULC and Lawson Mardon Packaging Inc.

I. TRADEMARKS

- (1) PAKASTRIP trademark, Canadian Registration No. 675,680, registered October 15, 1993, expiring October 15, 2008
- (2) PAKASTRIP trademark, U.S. Registration No. 1,872,477, registered January 10, 1995, expiring January 10, 2005

II. PATENTS

- (1) Blank for and a Method of Making a Carton, Canadian Patent No. 1,249,505, registered January 31, 1989
- (2) Carton Divider, Canadian Patent No. 1,249,255, registered January 24, 1989
- (3) Filter Assembly, Canadian Patent No. 1,221,647, registered May 12, 1987
- (4) SOAP BOX HANDLE (for carton having integrally formed supplemental components), U.S. Registered No. 4,339,070 Registered July 13, 1982 - Expires August 1, 2000
- (5) SOAP BOX (for carton having integrally formed supplemental components), Canadian Registered No. 1,203,217, Registered April 15, 1986 - Expires April 15, 2003
- (6) FOR RECLOSABLE CARTON AND BLANK THEREFORE (Informal title: ZZ Top), U.S. Patent No. 5,653,384, dated August 5, 1997
- (7) CARTON WITH INTEGRAL POUR SPOUT, U.S. Provisional Patent Application No. 60/075993, filed February 26, 1998