

Tab settings



101625325

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

BERINGER L.L.C.

*EMMAO
2.20.01*

02-20-2001

U.S. Patent & TMO/TM Mail Recd 01 001

- Individual(s)
- General Partnership
- Corporation-State
- Other DELAWARE LIMITED LIABILITY CO.

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

2. Name and address of receiving party(ies):

Name: DYNISCO EXTRUSION L.L.C.

Internal Address:

Street Address:

City: HICKORY

State: NC ZIP: 28600

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other Limited Liability Company

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designations must be a separate document from Assignment)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: JANUARY 1, 2001

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark registration No.(s)

1,158,816
1,158,815

Additional numbers attached? Yes No

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

Name: DEBORAH WING

Internal Address: KATTEN MUCHIN ZAVIS

Street Address: 525 W. MONROE STREET

STE. 1600

City: CHICAGO

State: IL ZIP: 60517

6. Total number of applications and registrations involved: 2

7. Total fee (\$7 CFR 3.41):..... \$ 65.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

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

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.

DEBORAH A. WING
Name of Person Signing

Deborah Wing
Signature

1/1/01
Date

Total number of pages comprising cover sheet: 1

TRADEMARK

REEL: 002244 FRAME: 0115

BERINGER SPECIFIED INTELLECTUAL PROPERTY ASSIGNMENT

WHEREAS, BERINGER LLC, a Delaware limited liability company ("Beringer"), entered into a written Asset Purchase Agreement (the "Purchase Agreement"), dated as of January 1, 2001 (the "Effective Date"), by and between Beringer and Dynisco Extrusion LLC, a Delaware limited liability company ("Dynisco Extrusion");

WHEREAS, the defined terms used herein are defined in the Purchase Agreement;

WHEREAS, Beringer is the owner, free and clear of any Liens other than Permitted Liens, of the entire right, title and interest in and to the trademark registrations specified below (the "Specified Intellectual Property");

WHEREAS, Beringer desires to sell, transfer, assign and deliver to Dynisco Extrusion all right, title and interest in and to the Specified Intellectual Property on the terms set forth in the Purchase Agreement together with all of its business to which such Specified Intellectual Property pertains;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Beringer sells, transfers, assigns and delivers to Dynisco Extrusion (being the successor in interest to all of the business of Beringer to which the Specified Intellectual Property pertains), effective as of the Effective Time, all right, title and interest in and to the Specified Intellectual Property (including any registrations, registration applications and renewals thereof), together with all goodwill of the business associated with and symbolized by the Specified Intellectual Property, including the right to seek or obtain any recovery, whether monetary, injunctive or otherwise, from any person or entity for past, present or future infringement or other violation of any of the rights under the Specified Intellectual Property.

Specified Intellectual Property

United States Trademark Registrations

Trademark

Serial No./Registration No.

WE'RE PART OF THE PROCESS

1,158,816

BERINGER

1,158,815

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IN WITNESS WHEREOF, Beringer LLC is duly authorized to and does hereby execute this Assignment.

BERINGER LLC

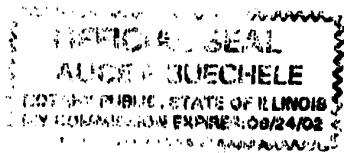
By: [Signature]
Name: _____
Title: VP

Date: January 1, 2001

ACKNOWLEDGEMENT:

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

SUBSCRIBED and SWORN to before me this 1st day of January, 2001.



[Signature]
Notary Public
My Commission Expires: 8/24/02

Doc #:CH02 (05688-00043) 1211878v1;12/29/2000/Time:11:47

RECORDED: 02/19/2001

TRADEMARK
REEL: 002244 FRAME: 0118