

06-20-2002

Form PTO-1594

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

Tab settings

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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):

PIERCE & STEVENS CORP. *6-17-02*

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State **New York**
- Other _____

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

3. Nature of conveyance:

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

Execution Date: **May 17, 2002**

2. Name and address of receiving party(ies)

Name: **SOVEREIGN HOLDINGS, LLC**

Internal Address: _____
Address: _____

Street Address: **225 W. Washington, St.**
Suite 2200
City: **Chicago** State: **IL** Zip: **60606**

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State **Delaware**
- Other _____

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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

SEE ATTACHED SHEET

Additional number(s) attached Yes No

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

Name: **Ronald B. Cooley**

Internal Address: **JENKENS & GILCHRIST**

Street Address: **225 W. Washington Street**
Suite 2600

City: **Chicago** State: **IL** Zip: **60606**

6. Total number of applications and registrations involved: _____

13

7. Total fee (37 CFR 3.41).....\$ **340.00**

- Enclosed
- Authorized to be charged to deposit account
Only if check missing or insufficient

8. Deposit account number:

10-0447

(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.

Janet L. Miller

Name of Person Signing

Signature

June 7, 2002

Date

Total number of pages including cover sheet, attachments, and document: **9**

06/19/2002 6TON11 00000237 1950048

01 FC:401
02 FC:402

40.00 OP
300.00 OP

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 002528 FRAME: 0789

EXHIBIT 2
REGISTERED TRADEMARKS AND SERVICE MARKS

Mark	Country	Registration or Serial Number	Registration or Application Date
AVADYNE	U.S.	1,950,848	1/23/96
DUALITE	U.S.	1,674,706	2/11/92
FABULOY	U.S.	572,289	3/24/53
HYBOND	U.S.	687,758	11/10/59
HYBOND	U.S.	1,302,311	10/30/84
MIRACURE	U.S.	1,939,418	12/5/95
MIRACURE	U.S.	1,902,278	7/4/95
PS (stylized)	U.S.	811,610	7/26/66
PS (stylized)	U.S.	811,545	7/26/66
PS (stylized)	U.S.	761,189	12/10/63
P&S SUPER BOND (and design)	U.S.	773,911	7/28/64
PROXMELT	U.S.	560,689	7/1/52
PROX-PEEL	U.S.	439,713	7/13/48

INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this **Assignment**) is entered into as of the 1st day of January, 2002, by and between PIERCE & STEVENS CORP., a New York corporation (which is changing its name to Sovereign Packaging Group, Inc.) located at 710 Ohio Street, Buffalo, NY 14203 (the "**Assignor**") and SOVEREIGN HOLDINGS, LLC, a Delaware limited liability company located at 225 West Washington Street, Suite 2200, Chicago, IL 60606 (the "**Assignee**").

RECITALS:

A. Assignor is in the business of developing, manufacturing, marketing, distributing and selling adhesives, sealant and coating products ("**Products**") used in the printing, converting and graphic arts industries (the "**Field of Use**"), and is one of the founding members of Assignee.

B. As described in the Amended and Restated Limited Liability Agreement of the Assignee dated as of January 1, 2002 ("**LLC Agreement**"), Assignor has agreed to assign certain intellectual property to Assignee.

C. Assignor is executing and delivering this Agreement to evidence Assignor's assignment to Assignee of the Assigned Intellectual Property (as defined in Section 1 below).

AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby expressly acknowledged by Assignor, Assignor hereby agrees as follows:

1. Definitions.

"Improvements" means any Intellectual Property developed, created or acquired by Assignor after the date of this Agreement which either (a) improves upon or advances the *art* of any Assigned Intellectual Property, or (b) represents a modification or derivative work of any Assigned Intellectual Property, or (c) pertains to or is used in connection with the development, manufacture, marketing, distribution or sale of any Product in the Field of Use.

"Intellectual Property" means (i) patents and applications for patents, inventions disclosed and/or claimed in any patents and applications for patents, rights to file patent applications, priority rights, and patents that may in the future be granted on any inventions or applications for patents, worldwide, (ii) copyrights, copyright registrations, and applications to register copyrights in all works of authorship, published or unpublished, worldwide, (iii) trademarks, servicemarks, and trade names, including all trade dress and product configuration rights in products, packaging and advertising, along with all trademark and service mark registrations and registration applications, and the goodwill appurtenant to and symbolized by such trademarks, service marks, and trade

names, (iv) Internet domain names, and the goodwill appurtenant to and symbolized by the domain names, (v) renewals, reissues, continuations, extensions, or the like of any patents, copyrights, trademarks, and servicemarks, and (vi) trade secrets, inventions, formulations or formulas, confidential information, designs, drawings, specifications, descriptions, data, methods, processes and techniques for the manufacture of the Products and any other related know-how.

2. Assignment. Assignor hereby assigns and transfers to Assignee (a) all right, title and interest of Assignor in and to all Intellectual Property now existing and owned by Assignor ("**Existing Intellectual Property**"), including but not limited to the patents listed on Exhibit 1 hereto, the trademark and service mark registrations and applications for registration listed on Exhibit 2 hereto (including the goodwill appurtenant to and symbolized by such trademarks and service marks), and the domain names listed on Exhibit 3 hereto (including the goodwill appurtenant to and symbolized by such domain names), and (b) the right to sue for past infringements or misappropriations of the Existing Intellectual Property, and (c) all Improvements hereafter developed, created or acquired by Assignor (collectively, the "**Assigned Intellectual Property**").

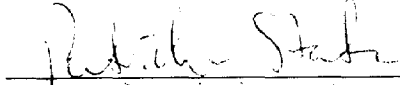
3. Further Instruments. Assignor hereby covenants to Assignee that Assignor will promptly execute, acknowledge and deliver to Assignee such other instruments of conveyance and transfer and will take such other actions and execute and deliver (or cause the execution and delivery by third parties of) such other documents, certifications, consents and further assurances as Assignee may reasonably require in order to vest more effectively in Assignee, or to put Assignee more fully in possession of, the Assigned Intellectual Property, and as necessary or desirable to assist and enable Assignee to obtain, secure, perfect, and protect Assignee's ownership and enjoyment of the Assigned Intellectual Property, worldwide, including but not limited to execution of any patent, trademark, and/or copyright assignment documents.

4. Governing Law. The laws of the State of Illinois shall govern the interpretation of this Agreement without regard to conflict of law principles.

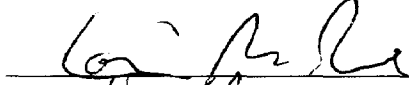
5. Counterparts. This Agreement may be executed in one or more counterparts, all of which, taken together, shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement through their respective authorized officers as of the date set forth above.

PIERCE & STEVENS CORP.

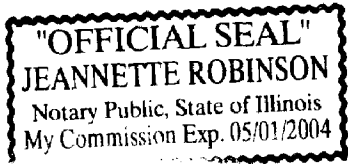
By: 
Its: Asst. Secretary

SOVEREIGN HOLDINGS, LLC

By: 
Its: Vice President

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

BEFORE ME, the undersigned authority, on this 17 day of May 2002, personally appeared Agent PATRICK STANTON known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same of his own free will for the purposes and consideration therein expressed.

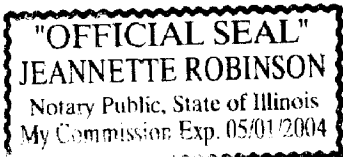


[seal]

Jeannette Robinson
Notary Public

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

BEFORE ME, the undersigned authority, on this 17 day of May 2002, personally appeared Agent LOUIS PACE known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same of his own free will for the purposes and consideration therein expressed.



[seal]

Jeannette Robinson
Notary Public

EXHIBIT 1
PATENTS

- U.S. Patent No. 4,843,104
Issued June 27, 1989
SYNTATIC POLYMER FOAM COMPOSITIONS CONTAINING
MICROSPHERES
- U.S. Patent No. 4,829,094
Issued May 9, 1989
THERMOPLASTIC MICROSPHERES
- U.S. Patent No. 4,722,943
Issued February 2, 1988
COMPOSITION & PROCESS FOR DYING & EXPANDING
MICROSPHERES
- U.S. Patent No. 4,771,079
Issued September 13, 1988
GRAPHIC ART PRINTING MEDIA USING SYNTATIC FOAM
BASED MICROSPHERES
- U.S. Patent No. 4,902,722
Issued February 20, 1990
EXPANDABLE GRAPHIC ART PRINTING MEDIA USING
SYNTATIC FOAM
- U.S. Patent No. 4,908,391
Issued March 13, 1990
OPACIFIERS FOR PAINTS & COATINGS
- U.S. Patent No. 4,888,241
Issued December 19, 1989
LOW DENSITY COMPOSITE OPACIFIERS
- U.S. Patent No. 4,912,139
Issued March 27, 1990
PREPARATION OF OPACIFIER INTERMEDIATES
- U.S. Patent No. 4,898,892
Issued February 6, 1990
METHODS FOR PREPARING OPAQUE COATINGS & APPLYING
SAME

- U.S. Patent No. 4,898,894
Issued February 6, 1990
FILM FORMING BINDERS CONTAINING LOW DENSITY
COMPOSITE OPACIFIERS
- U.S. Patent No. 5,011,862
Issued April 30, 1991
COATING MEDIA CONTAINING LOW DENSITY COMPOSITE
OPACIFIERS
- U.S. Patent No. 5,112,657
Issued May 12, 1992
SIMULATED MARBLE PRODUCTS
- U.S. Patent No. 5,180,752
Issued January 19, 1993
PROCESS FOR MAKING DRY MICROSPHERES
- U.S. Patent No. 5,342,689
Issued August 30, 1994
THERMOPLASTIC MICROSPHERES
- U.S. Patent No. 5,658,969
Issued August 19, 1997
LIGHT WEIGHT PLASTISOLS AND METHOD OF MAKING SAME
- U.S. Patent No. 5,580,656
Issued December 3, 1996
PROCESS FOR DYING MICROSPHERES
- U.S. Patent No. 5,658,969
Issued August 19, 1997
C/LIGHT WEIGHT PLASTISOLS AND METHOD OF MAKING
SAME; CONTAINING THERMOPLASTIC RESIN

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Mark	Country	Registration or Serial Number	Registration or Application Date
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PROXMELT	U.S.	560,689	7/1/52
PROX-PEEL	U.S.	439,713	7/13/48

EXHIBIT 3
DOMAIN NAMES

<http://www.piercestevens.com>