

02-26-03

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Form PTO-1023 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings

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

To the Honorable Commissioner of

original documents or copy thereof.

1. Name of conveying party(ies): THATCHER TUBES LLC 2-25-03
[] Individual(s) [] Association
[] General Partnership [] Limited Partnership
[] Corporation-State
[] Other Limited Liability Company
Additional name(s) of conveying party(ies) attached? [] Yes [x] No

2. Name and address of receiving party(ies)
Name: SILGAN TUBES CORPORATION
Internal Address:
Address:
Street Address: 14515 N. Outer Forty
City: Chesterfield State: MO Zip: 63017
[] Individual(s) citizenship
[] Association
[] General Partnership
[] Limited Partnership
[x] Corporation-State Delaware
[] Other
If assignee is not domiciled in the United States, a domestic representative designation is attached: [] Yes [x] No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? [] Yes [x] No

3. Nature of conveyance:
[x] Assignment [] Merger
[] Security Agreement [] Change of Name
[] Other
Execution Date: 01/15/2003

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
B. Trademark Registration No.(s) 1,679,067; 2,427,293; 75532,774; 76375,016
Additional number(s) attached [] Yes [x] No

B. Trademark Registration No.(s) 1,679,067; 2,427,293; 75532,774; 76375,016

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Steven J. MOORE
Internal Address:
Street Address: Pillsbury Winthrop LLP
1600 Tysons Boulevard
City: McLean State: VA Zip: 22102

6. Total number of applications and registrations involved: 4
7. Total fee (37 CFR 3.41).....\$ 115.00
[x] Enclosed
[x] Authorized to be charged to deposit account
8. Deposit account number: 03-3975

DO NOT USE THIS SPACE

9. Signature.
Steven J. Moore (Reg. No. 35,959) February 25, 2003
Name of Person Signing Signature Date
Total number of pages including cover sheet, attachments, and document: 5

03/05/2003 ELDOPER 00000021 1679067
01 FC:0521 40.00/OP
02 FC:0522 75.00/OP

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

TRADEMARK REEL: 002682 FRAME: 0946

ASSIGNMENT OF TRADEMARKS

THIS AGREEMENT, made this 15th day of January, 2003 by and between Thatcher Tubes LLC, a Delaware limited liability company (hereinafter "Assignor") Silgan Tubes Corporation, a Delaware corporation (hereinafter "Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of the date hereof (the "Purchase Agreement") by and among the Assignor, Assignee and the other signatories thereto;

WHEREAS, Assignor, as set forth in the Purchase Agreement, is the owner of the entire right, title and interest in and to the trademark(s) and service mark(s), and in and to the registrations and applications therefore which are set forth in the Purchase Agreement and Schedules thereto and are listed on Exhibit A attached hereto and made a part hereof (hereinafter collectively called the "Trademarks");

WHEREAS, Assignor has agreed to transfer the entire ownership of the Trademarks to Assignee pursuant to the Purchase Agreement;

NOW THEREFORE, for good and other valuable and legally sufficient consideration, the receipt of which by the Assignor from the Assignee is hereby acknowledged, the parties agree as follows:

(1) Assignor hereby sells, assigns and transfers to Assignee, its successors and assigns, free and clear of any liens or encumbrances, throughout the United States and in all foreign countries: (a) all of Assignor's right, title and interest in and to the Trademarks, including all existing and future registrations of such trademarks and all renewals thereof; (b) the good will of Assignor's business in connection with which the Trademarks are used and which is symbolized by said Trademarks; (c) the right to claim all benefits and priority rights under any applicable convention; (d) all income, royalties, damages and payments now or hereafter due and/or payable under and with respect to the Trademarks, including, without limitation, payments under all licenses entered into in connection with the Trademarks and all damages and payments for past and future infringements; (d) the right to sue for past, present and future infringements and dilutions of the Trademarks; and (e) all other rights and benefits corresponding to the Trademarks. For any Trademarks that are filed as an intent to use trademark application, pending under 15 U.S.C. §1051(b), if this Agreement is prior to the filing of an amendment under 15 U.S.C. §1051(c) or the filing of a verified statement of use under 15 U.S.C. §1051(d), Assignee is, pursuant to 15 U.S.C. §1060, a successor to the business of Assignor, or a portion thereof, to which said Trademarks pertain, said business being ongoing and existing.

(2) Assignor, and any legal representative of Assignor will assist the Assignee in the prosecution of any Trademark, and vesting in Assignee exclusive title to the same, including executing and delivering to Assignee any papers which may be requested by Assignee to carry out the terms of this Assignment.

(3) In the event it is found that Exhibit A contains inadvertent errors or inclusion, Assignor and Assignee agree that Exhibit A may be amended by mutual agreement by the addition or deletion of Trademarks and service marks.

(4) Assignor does hereby authorize and request the United States Commissioner of Patents and Trademarks to record this Assignment in the United States Patent and Trademark Office and to issue any and all registrations that may be granted pursuant to this Assignment to Assignee.

(5) This Agreement is to be effective as of the date hereof.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties intend to be legally bound as of the date first written above.

ASSIGNOR:

ASSIGNEE:

THATCHER TUBES, LLC

SILGAN TUBES CORPORATION

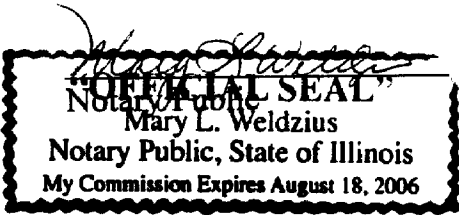
By: [Signature]
Name: Roger Sinn
Title: VP

By: [Signature]
Name: Frank W. Hogan III
Title: Vice President, General Counsel and Secretary

STATE OF Illinois)
COUNTY OF Cook)

I, Mary L. Weldzius, a notary public in and for, and residing in the said County in the State aforesaid, DO HEREBY CERTIFY, that Roger Sinn, the VP/Manager of Thatcher Tubes, LLC is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she signed, sealed and delivered said instrument as the free and voluntary act of Roger Sinn, the Manager of Thatcher Tubes, LLC for the uses and purposes therein set forth.

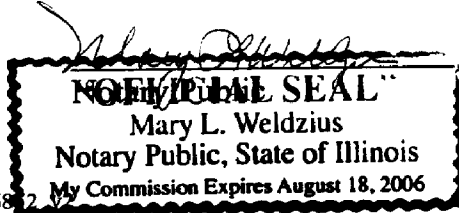
GIVEN under my hand and notarial seal, this 15th day of January, 2003.



STATE OF Illinois)
COUNTY OF Cook)

I, Mary L. Weldzius, a notary public in and for, and residing in the said County in the State aforesaid, DO HEREBY CERTIFY, that Frank W. Hogan III the VP, General Counsel of Silgan Tubes Corporation is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she signed, sealed and delivered said instrument as the free and voluntary act of Frank W. Hogan III, the VP, General Counsel of Silgan Tubes Corporation for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 15th day of January, 2003.



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TRADEMARKS

"Thatcher Tubes"

<u>File</u>	<u>Country</u>	Reg. No. or <u>*Ser. No.*</u>	<u>Fil. Date</u>	<u>Reg. Date</u>	<u>Expiration</u>
89116	U.S.	1,679,067	12/06/89	3/10/92	3/10/12

"SMART SEAL"

<u>File</u>	<u>Country</u>	Reg. No. or <u>*Ser. No.*</u>	<u>Fil. Date</u>	<u>Reg. Date</u>	<u>Expiration</u>
98063	U.S.	2,427,293	06/22/98	2/06/01	2/06/11

"MiniCap"

<u>File</u>	<u>Country</u>	Reg. No. or <u>*Ser. No.*</u>	<u>Fil. Date</u>	<u>Reg. Date</u>	<u>Expiration</u>
98084	U.S.	*532,774*	08/07/98		

"Thatcher Tubes"

<u>File</u>	<u>Country</u>	Reg. No. or <u>*Ser. No.*</u>	<u>Fil. Date</u>	<u>Reg. Date</u>	<u>Expiration</u>
02005	U.S.	*375,016*	2/26/02		