

FORM PTO-1594 (Rev. 6-93) OMB No. 0651-0011 (exp. 4/94) M&G 3164.163USD1

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

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

1. Name of conveying party(ies): I. Gadsden Proprietary Limited Level 23, 91 King William Street Adelaide, South Australia 5000 Australia

2. Name and address of receiving party(ies): Visy Packaging Pty Limited Level 2, 533 Little Lonsdale Street Melbourne, Victoria 3000 Australia

3. Nature of conveyance: [X] Assignment [ ] Security Agreement [ ] Other: [ ] Merger [ ] Change of Name Execution Date: January 31, 2001

[ ] Individual(s) citizenship [ ] Association [ ] General Partnership [ ] Limited Partnership [ ] Corporation-State of [X] Other: Australia company

4. Application number(s) or trademark number(s): A. Trademark Application No.(s)/ Mark(s)

B. Trademark Reg. No.(s)/Mark(s) 2470787 / ZERO2 (Stylized)

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Brian H. Batzli Address: MERCHANT & GOULD P.C. P.O. Box 2910 Minneapolis, MN 55402-0910

6. Total number of applications and trademarks involved: 1 7. Total fee (37 CFR 3.41): \$40.00 [X] Enclosed [ ] Authorized to be charged to deposit account 8. Please charge any additional fees or credit any overpayments to our Deposit account number: 13-2725

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. Brian H. Batzli August 4, 2003

Total number of pages including cover sheet, attachments, and document: 3 Do not detach this portion

Mail documents to be recorded with required cover sheet information to: Mail Stop Assignment Recordation Services Director of the United States Patent and Trademark Office P.O. Box 1450 Alexandria, VA 22313-1450

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet.

CH \$40.00 132726 2470787

**TRADE MARK ASSIGNMENT**

THIS DEED OF ASSIGNMENT is made on 31<sup>st</sup> day of January 2001.

BETWEEN the following parties:

1. **J. GADSDEN PROPRIETARY LIMITED, A.C.N. 004 082 197, of Level 23, 91 King William Street, Adelaide, South Australia 5000, Australia (the "Assignor"); and**
2. **VISY PACKAGING PTY LIMITED, A.C.N. 095 313 723, of Level 2, 533 Little Lonsdale Street, Melbourne, Victoria 3000, Australia (the "Assignee").**

**RECITALS**

- A. The Assignor is the owner of the registered trade marks and/or trade mark applications in the **United States of America** listed in Schedule 1 ("the **Trade Marks**").
- B. The Assignor has agreed to assign to the Assignee its entire right, title and interest in and to the Trade Marks, together with the goodwill of any business concerned with the goods or services in respect of which the Trade Marks are registered (or for which registration has been sought).

THIS DEED WITNESSES that, in consideration of the sum of AU\$10.00 paid by the Assignee to the Assignor (receipt of which the Assignor acknowledges) and the mutual promises contained in this Deed, the parties agree:

**Assignment**

1.1 The Trade Marks

The Assignor hereby assigns, transfers and sets over to the Assignee its entire right, title and interest in and to the Trade Marks, together with the goodwill of any business concerned with the goods or services in respect of which the Trade Marks are registered (or for which registration has been sought), together with all common law and intellectual property rights which the Assignor may have in the Trade Marks.

1.2 Third Parties

To the extent (if any) that the Assignor has, had or will have the right to take any action against any third party for infringement of any of the Trade Marks, the Assignor assigns, transfers and sets over to the Assignee all such rights whether or not such infringement took place prior to the date of this Deed.

**Completion**

2.1 Registration

The Assignor shall execute all such documents and do all such reasonable things as may be necessary, proper, desirable or reasonably requested by the Assignee to enable the Assignee to become recorded as the applicant or registered owner in respect of the Trade Marks.

2.2 Undertaking

The Assignor agrees and undertakes that it will not and will not facilitate or assist any other person to:

- (1) challenge the validity of this assignment;
- (2) oppose or otherwise challenge the validity of any of the Trade Marks;
- (3) challenge the Assignee's ownership of the Trade Marks or its rights to use, license or otherwise deal with the Trade Marks, or any one of them;
- (4) use any of the Trade Marks, other than pursuant to a licence granted by the Assignee.


Schedule 1


Registration No/Application No	Trade Mark
75196985	ZERO <sub>2</sub>

EXECUTED by the parties as a Deed:

*Signed for & on behalf*  
~~THE COMMON SEAL of~~  
 J. GADSDEN PROPRIETARY LIMITED  
~~was affixed in accordance with its Articles of Association in the presence of:~~

*by its duly authorised*

  
 \_\_\_\_\_  
 President *Witness*

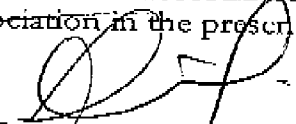
  
 \_\_\_\_\_  
~~Director/Secretary~~  
 Attorney

*S. O'Connor*  
 \_\_\_\_\_  
 Name

*T. G. SEDWICK*  
 \_\_\_\_\_  
 Name (please print)

~~THE COMMON SEAL of~~ *Signed for & on behalf of*  
 VISY PACKAGING PTY LIMITED  
~~was affixed in accordance with its Articles of Association in the presence of:~~

*by its duly authorised attorney*

  
 \_\_\_\_\_  
 President *Witness*

  
 \_\_\_\_\_  
~~Director/Secretary~~  
 Attorney

*J. Wenig*  
 \_\_\_\_\_  
 Name

*ROBERT KAYE*  
 \_\_\_\_\_  
 Name (please print)