

06-23-2003

Docket No.:

57690.010339



102479776

Tab settings

To the Director of the United States Patent and Trademark Office: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):  
**The Mead Corporation**

2. Name and address of receiving party(ies):  
Name: **Jefferson Smurfit Corporation**

Internal Address: \_\_\_\_\_

Street Address: **150 N. Michigan Ave.**

City: **Chicago** State: **IL** ZIP: **60601**

- Individual(s)
- General Partnership
- Corporation-State **Ohio**
- Other \_\_\_\_\_

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

Additional names(s) of conveying party(ies)  Yes  No

If assignee is not domiciled in the United States, a domestic designation is  Yes  N  
(Designations must be a separate document from Additional name(s) & address(es)  Yes  N

3. Nature of conveyance:  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Other \_\_\_\_\_

Execution Date: **September 30, 2002**

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

A. Trademark Application No.(s)  
  
Additional numbers  Yes  No

B. Trademark Registration No.(s)  
**200,269**      **843,059**  
**858,464**  
**2,173,188**

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

6. Total number of applications and registrations involved:..... **1**

Name: **Richard D. Harris**

7. Total fee (37 CFR 3.41):.....\$ **\$115.00**

Internal Address: **GREENBERG TRAUIG, P.C.**

- Enclosed
- Authorized to be charged to deposit account

Street Address: **77 West Wacker Drive**

8. Deposit account number:

**Suite 2500**

**502428**

City: **Chicago** State: **IL** ZIP: **60601**

06/20/2003 LNUJELLER 00000057 200269

DO NOT USE THIS SPACE

01 FC:8521 40.00 OP  
02 FC:8522 75.00 OP

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.

**Richard D. Harris**

**June 12, 2003**

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and **TRADE MARK**

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**CLOSING DOCUMENTS**

**Relating to the Transactions Contemplated by the**

**PURCHASE AGREEMENT**

**Dated as of July 23, 2002**

**by and between**

**THE MEAD CORPORATION**

**and**

**JEFFERSON SMURFIT CORPORATION (U.S.)**

**Closing Date: September 30, 2002**

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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT, is made and effective as of September 30<sup>th</sup> 2002 (this "Assignment"), by and between The Mead Corporation, an Ohio corporation ("Assignor"), in favor of Jefferson Smurfit Corporation (U.S.), a Delaware corporation, ("Assignee"). Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Purchase Agreement.

WHEREAS, Assignor and Assignee are parties to that certain Purchase Agreement, dated as of July 23, 2002, as amended (the "Purchase Agreement"), pursuant to which Assignor has agreed to transfer to Assignee, and Assignee has agreed to accept and assume from Assignor, the Conveyed Intellectual Property, which includes, without limitation: (i) the registered trademarks and trademark applications set forth on Attachment I hereto ("Trademarks"); (ii) the registered copyrights and copyright applications set forth on Attachment II hereto ("Copyrights"); and (iii) the patents and patent applications set forth on Attachment III hereto ("Patents").

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants, agreements and conditions set forth herein and in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree, subject to the terms and conditions set forth herein and in the Purchase Agreement, as follows:

1. Assignor does hereby assign, transfer, set over, and deliver to Assignee and its successors and assigns, all of the right, title, and interest of Assignor in and to the following, including all causes of actions, claims and demands or other rights for, or arising from, any infringement, including past, present and future infringement, all rights of priority under any international conventions and any other international agreements to which the United States adheres, all income, royalties, damages, claims, and payments now or hereafter due or payable with respect thereto, and all rights corresponding thereto throughout the world:

- (a) the Trademarks together with the goodwill of the business connected with the use of and symbolized by the Trademarks, and all renewals thereof, and all intent-to-use applications for the Trademarks, together with the portion of the business of Assignor to which such Trademarks apply.
- (b) the Copyrights and all renewals, reversions and extensions thereof; and
- (c) the Patents and all continuations, continuations-in-part, divisions, reexaminations, reissues, extensions and substitutes thereof.

2. Assignor further agrees, without further consideration, to cause to be performed such lawful acts and to execute such further assignments and other lawful documents as Assignee may reasonably request to effectuate fully this Assignment.

3. Unless otherwise indicated in this Assignment to the contrary, the terms of the Purchase Agreement shall be applicable in this Assignment. In the event of any conflict between this Assignment and the Purchase Agreement, the terms of the Purchase Agreement shall control.

4. EXCEPT AS EXPRESSLY SET FORTH IN THE PURCHASE AGREEMENT, ASSIGNOR DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES AS TO THE BUSINESS, TRADEMARKS, COPYRIGHTS, OR PATENTS INCLUDING AS TO THEIR PHYSICAL CONDITION, USABILITY, MERCHANTABILITY, PROFITABILITY OR FITNESS FOR ANY PURPOSE OR NON-INFRINGEMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, NOTHING IN THIS AGREEMENT WILL BE CONSTRUED AS (1) A WARRANTY OR REPRESENTATION AS TO THE ISSUANCE, VALIDITY, ENFORCEABILITY OR SCOPE OF ANY TRADEMARKS, COPYRIGHTS, PATENTS; (2) A WARRANTY OR REPRESENTATION THAT ANYTHING MADE, USED, SOLD, OR OTHERWISE DISPOSED OF UNDER THE PATENTS IS OR WILL BE FREE FROM INFRINGEMENT OF PATENTS OF THIRD PERSONS; OR (3) A WARRANTY OR REPRESENTATION THAT ANY TRADEMARKS, COPYRIGHTS, AND PATENTS ARE NOT SUBJECT TO AGREEMENTS WITH THIRD PERSONS.

5. This Assignment may be executed simultaneously in counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument.

6. THIS ASSIGNMENT WILL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK (REGARDLESS OF THE LAWS THAT MIGHT OTHERWISE GOVERN UNDER APPLICABLE PRINCIPLES OF CONFLICTS OF LAWS THEREOF) AS TO ALL MATTERS, INCLUDING BUT NOT LIMITED TO MATTERS OF VALIDITY, CONSTRUCTION, EFFECT, PERFORMANCE AND REMEDIES.

7. Assignor and Assignee shall from time to time after the date hereof, upon the request of any of the other party and without further consideration, execute, acknowledge and deliver in proper form any further instruments, and take such further actions as such other party may reasonably require, to carry out effectively the intent of this Assignment.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed as of the date first written above.

THE MEAD CORPORATION

By: Peter H. Vogel, Jr.  
Name: Peter H. Vogel, Jr.  
Title: Vice President

JEFFERSON SMURFIT CORPORATION (U.S.)

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Intellectual Property Assignment Agreement

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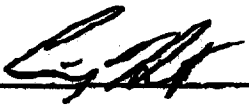
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IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed as of the date first written above.

**THE MEAD CORPORATION**

By: \_\_\_\_\_  
Name:  
Title:

**JEFFERSON SMURFIT CORPORATION (U.S.)**

By:  \_\_\_\_\_  
Name: **Craig A. Hunt**  
Title: **Vice President, General Counsel and Secretary**

Intellectual Property Assignment Agreement

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ATTACHMENT I

Trademarks

United States Trademark Registrations And Applications

Design Only	200,269 (7/1/209,128)	6/30/1925 (2/5/1925)	The Mead Corporation	Registered
Mead POLAR-COER and Design	858,464 (72/264,562)	10/15/1968 (2/13/1967)	The Mead Corporation	Registered
META	2,173,188 (75/362,298)	7/14/1998 (9/17/1997)	The Mead Corporation	Registered
POLAR-COER	843,059 (72/251,642)	1/20/1968 (8/3/1966)	The Mead Corporation	Registered

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ATTACHMENT II

Copyrights



**ATTACHMENT III**

**Patents**

**United States Patents:**

Packaging Container for an Electric Motor	4,706,809 (907,057)	11/17/1987 (9/12/1986)	The Mead Corporation	Issued
Bulk Bin	4,702,408 (867,245)	10/27/1987 (5/23/1986)	The Mead Corporation	Issued
Storage Box	D315,098 (207,595)	3/5/1991 (6/14/1988)	The Mead Corporation	Issued
Waste Basket	D328,508 (498,145)	8/4/1992 (3/23/1990)	The Mead Corporation	Issued
Reinforced Container for Large Objects	5,143,283 (684,707)	9/1/1992 (4/12/1991)	The Mead Corporation	Issued
Cushion Member for use in a Shipping Container	5,197,606 (907,073)	3/30/1993 (7/1/1992)	The Mead Corporation	Issued
Self-Centering Laminated Process for Corrugated Containers and Blank Therefor	5,211,618 (923,494)	5/18/1993 (8/3/1992)	The Mead Corporation	Issued
Method of Making Reinforced Corrugated Board	5,362,346 (060,815)	11/8/1994 (4/22/1993)	The Mead Corporation	Issued
Method of Making Reinforced Corrugated Board and Product Therefrom	5,496,617 (293,657)	3/5/1996 (8/22/1994)	The Mead Corporation	Issued
Container for a Hanger-Supported Garment	5,348,148 (941,030)	9/20/1994 (9/4/1992)	The Mead Corporation	Issued

Repairable, Reinforced Corrugated Containers	5,285,957 (009,559)	2/15/1994 (1/26/1993)	The Mead Corporation	Issued
Crustion for Use in a Shipping Container	5,385,238 (038,361)	1/31/1995 (3/29/1993)	The Mead Corporation	Issued
Recyclable Wax-Coated Containers	5,539,035 (322,115)	7/23/1996 (10/12/1994)	The Mead Corporation	Issued
Tray-Style Carton Having Reinforced Side Walls	5,697,548 (629,250)	12/16/1997 (4/8/1996)	The Mead Corporation	Issued
Cartons with Integral Core	5,713,469 (684,613)	2/3/1998 (7/19/1996)	The Mead Corporation	Issued
Carton or Carton Cover of Rigid Sheet Material with Handle	5,704,540 (632,472)	1/6/1998 (7/18/1996)	The Mead Corporation	Issued
Octagonal Shipping Container	3,384,885 (057,194)	10/14/1997 (7/18/1996)	The Mead Corporation	Issued
Polygonal Section Package of Sheet Material, in Particular for Bottles and a Blank	5,375,715 (155,219)	12/27/1994 (1/22/1993)	The Mead Corporation	Issued
Method and a Blank for Making a Box Around a Load, and a Box Obtained in this Way	5,295,623 (010,174)	3/22/1994 (1/28/1993)	The Mead Corporation	Issued
A Blank for Making a Box Around a Load	5,395,043 (172,267)	3/7/1995 (12/23/1993)	The Mead Corporation	Issued
Blank of Material in Sheet Form and Partition Made Therefrom	4,945,007 (321,753)	7/31/1990 (3/9/1989)	The Mead Corporation	Issued
Article Cradle	5,988,389 (030,628)	11/23/1999 (2/25/1998)	The Mead Corporation	Issued
Method and Machine for Forming Cases with Polygonal Section Made from a Sheet material and Cases Thus Obtained	4,932,930 (321,562)	6/12/1990 (3/9/1989)	The Mead Corporation	Issued

Polygonal sections in  
Cases Thus Obtained

Machine for Producing Polygonal Cases	5,147,271 (727,117)	9/15/1992 (7/9/1991)	The Mead Corporation	Issued
Machine for Making a Tapering Carton	5,160,307 (808,773)	11/3/1992 (12/17/1991)	The Mead Corporation	Issued
Box Formed from a Sheet Material, Blank	5,460,955 (014,453)	3/28/1995 (2/5/1993)	The Mead Corporation	Issued
Packaging of Polygonal Section Made of a Sheet-Type Material and Blank for Producing Such a Packaging	5,381,948 (51,399)	1/17/1995 (4/23/1993)	The Mead Corporation	Issued