

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Alcoa, Inc.	Aluminum Company of America	01/09/2004	CORPORATION:

**RECEIVING PARTY DATA**

Name:	Stolle Machinery Company, LLC
Street Address:	6949 South Potomac Street
City:	Centennial
State/Country:	COLORADO
Postal Code:	80112
Entity Type:	Limited Liability Company:

**PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	1997378	TRI-SEVEN

**CORRESPONDENCE DATA**

Fax Number: (202)298-7570  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: (202) 625-3538  
 Email: allen.rose@kmzr.com  
 Correspondent Name: Katten Muchin Zavis Rosenman  
 Address Line 1: 1025 Thomas Jefferson Street, N.W.  
 Address Line 2: East Lobby, Suite 700  
 Address Line 4: Washington, DISTRICT OF COLUMBIA 20007

ATTORNEY DOCKET NUMBER:	320310-00005
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NAME OF SUBMITTER:	Allen Rose
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Total Attachments: 8  
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**ASSIGNMENT OF  
INTELLECTUAL PROPERTY**

This Assignment of Intellectual Property (the "Assignment"), dated January 9, 2004 is made by and between **ALCOA INC. f/k/a ALUMINUM COMPANY OF AMERICA**, a corporation organized under the laws of Pennsylvania ("Assignor") and **STOLLE MACHINERY COMPANY, LLC f/k/a APE ACQUISITION, LLC**, a limited liability company organized under the laws of Delaware ("Assignee").

**RECITALS**

WHEREAS, pursuant to the Acquisition Agreement, dated December 24, 2003 (the "Agreement"), among **ALCOA SECURITIES CORPORATION**, a corporation organized under the laws of Delaware ("ASC"), **ALCOA PACKAGING MACHINERY, INC.**, a corporation organized under the laws of Delaware ("APMI") (collectively, ASC and APMI are referred to as "Seller"), **STOLLE MACHINERY, INC.**, a Delaware corporation ("Stolle"), **ALCOA INC.**, ("Alcoa" or "Assignor") (solely with respect to those rights, duties and obligations explicitly set forth herein), and **APE ACQUISITION, LLC**, ("Purchaser" or "Assignee"), Purchaser desires that Assignee acquire from the Assignor the Company Owned Intellectual Property and/or the Company Affiliate Owned Intellectual Property (collectively, the "Intellectual Property Rights");

WHEREAS, as a result of the conveyances contemplated by the Agreement, a Merger between the Purchaser and Stolle will occur at the Effective Time, Purchaser will be the entity that survives the Merger, and Purchaser will, at the Effective Time or immediately thereafter, change its corporate name from **APE ACQUISITION, LLC** to **STOLLE MACHINERY COMPANY, LLC**; and

WHEREAS, pursuant to the Agreement, Assignor desires to assign to Assignee, and Assignee desires to acquire, all of Assignor's right, title, and interest in and to all of the Intellectual Property Rights, including the Patents set forth on Exhibit A and the Marks set forth on Exhibit B hereto (collectively, the "Assigned Intellectual Property Rights").

**AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing premises, the covenants and agreements contained in the Agreement and in this Assignment, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and to implement the conveyances of the Intellectual Property Rights contemplated by the Agreement, and intending to be legally bound, Assignor hereby agrees as follows:

1. Capitalized terms used but not defined in this Assignment shall have the meanings ascribed to such terms in the Agreement.

2. Assignor does hereby sell, transfer, convey, assign, grant, set over and deliver to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the Assigned Intellectual Property Rights, the same to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns, designees, nominees and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made, together with (i) all causes of action (in law or equity), claims, demands and any other rights for, or arising from, any past, present or future infringement, of the Assigned Intellectual Property Rights, (ii) the right to sue for and collect any damages for the use and benefit of Assignee and Assignee's successors, assigns, designees, nominees and other legal representatives, and (iii) to the extent that any trademark or service mark applications included in the Assigned Intellectual Property Rights are filed on the basis of Assignor's "intent to-use" such trademarks or service marks, the portion of the business to which those trademarks or service marks apply (which business is ongoing and existing).

3. Assignor represents and warrants that, at the time of the execution and delivery of this Assignment, it possesses the right and authority to make this Assignment.

4. As may be requested by Assignee or its designee or other legal representative from time to time after the date hereof, Assignor agrees to assist Assignee, or Assignee's successors, assigns, designees, nominees or other legal representatives, in a commercially reasonable manner, without further consideration, to (i) record and perfect the assignment of the Assigned Intellectual Property Rights and (ii) secure Assignee's rights in the Assigned Intellectual Property Rights, including, the execution and delivery of all oaths, assignments, powers-of-attorney, and similar instruments that Assignee deems necessary to assign and convey to Assignee, or Assignee's successors, assignees, designees, nominees or other legal representatives, all right, title and interest in and to the Assigned Intellectual Property Rights.

5. Assignor hereby authorizes and requests the Commissioner of the United States Patent and Trademark Office, the Commissioner of the United States Copyright Office and all other applicable bureaus or offices whose duty it is to issue patents, register trademark and service mark registrations, or register copyrights to issue or register as appropriate, the same to Assignee and Assignee's successors, assigns, designees, nominees and other legal representatives in accordance with the terms of this Assignment.

6. In the event of a conflict between the terms of this Assignment with any agreement entered into or other document filed for the purposes of recording the assignments contemplated herein with applicable bureaus or offices whose duty it is to issue patents, register trademark and service mark registrations, or register copyrights (such agreement or document, the "Local Filing"), the provisions of this Assignment shall control and prevail. Any such Local Filing is merely for recording the assignments contemplated herein and does not alter, modify or supercede the terms and conditions of this Assignment. Notwithstanding the foregoing, to the extent any provision of any Local Filing conflicts with this Assignment and is required to effectuate the recording of the Local Filing under the laws of the jurisdiction where the Local Filing is to be recorded, such conflicting provision shall control and prevail for the purposes of recording the Local Filing in the applicable jurisdiction.

7. This Assignment is effective as of the date **APE ACQUISITION, LLC** changes its corporate name to **STOLLE MACHINERY COMPANY, LLC**.

[Remainder of page intentionally left blank.]

7. This Assignment is effective as of the date APE ACQUISITION, LLC changes its corporate name to STOLLE MACHINERY COMPANY, LLC.

IN WITNESS WHEREOF, this Assignment has been executed as of the day and year first written above.

ALCOA INC. f/k/a

ALUMINUM COMPANY OF AMERICA

By: Kurt R. Waldo

Name: KURT R. WALDO

Title: ASST. GENERAL COUNSEL

Acknowledged and Accepted

APE ACQUISITION, LLC

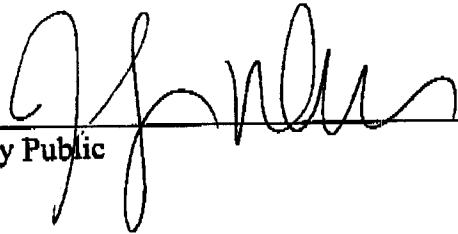
By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

State of Pennsylvania )  
)SS.  
County of Allegheny )

Before me this 9 day of January, 2004 personally appeared hurt Waldo  
to me personally known to be the person who is described in and who executed the above  
instrument, and he acknowledged to me that he executed the same of his own free will for  
the purposes therein set forth.

  
\_\_\_\_\_  
Notary Public

Notarial Seal  
Jennifer M. Walker, Notary Public  
City of Pittsburgh, Allegheny County  
My Commission Expires: June 6, 2005  
Member, Pennsylvania Association of Notaries



**IN WITNESS WHEREOF**, this Assignment has been executed as of the day and year first written above.

**ALCOA INC. f/k/a**

**ALUMINUM COMPANY OF AMERICA**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Acknowledged and Accepted**

**APE ACQUISITION, LLC**

By: **AIP/SMC Holdings, Inc., a Delaware corporation, its managing member**

By: 

Name: **Kim Marvin**

Title: **Secretary**

(c)




State of \_\_\_\_\_ )  
 )SS.  
County of \_\_\_\_\_ )

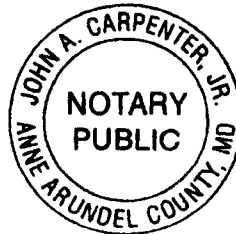
Before me this \_\_\_ day of January, 2004 personally appeared \_\_\_\_\_, to me personally known to be the person who is described in and who executed the above instrument, and he acknowledged to me that he executed the same of his own free will for the purposes therein set forth.

\_\_\_\_\_  
Notary Public

State of MARYLAND )  
 )SS.  
County of ANNE ARUNDEL )

Before me this 8<sup>th</sup> day of January, 2004 personally appeared Kim MARVIN, to me personally known to be the person who is described in and who executed the above instrument, and he acknowledged to me that he executed the same of his own free will for the purposes therein set forth.

  
\_\_\_\_\_  
Notary Public



JOHN A. CARPENTER, JR.  
NOTARY PUBLIC  
ANNE ARUNDEL COUNTY  
STATE OF MARYLAND  
Com. Expires 02-01-06

**Exhibit B  
Alcoa Marks (Sponsored by Stolle)**

<u>Matter ID</u>	<u>Status</u>	<u>App Date</u>	<u>App No.</u>	<u>Reg Date</u>	<u>Reg No.</u>	<u>Renewal</u>	<u>Expires</u>
IP1994000191	Registered	04/18/1994	74/513,796	08/27/1996	1,997,378	08/27/2006	08/27/2006
Mark:	Tri-Seven						
Country:	United States						
Owner:	Alcoa Inc.						
Class:	IN 7						
IP1994000192	Registered	04/18/1994	74/513,797	08/27/1996	1,997,379	08/27/2006	08/27/2006
Mark:	Triad						
Country:	United States						
Owner:	Alcoa Inc.						
Class:	IN 7						