

08-21-2003



Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)

102530722 TRADEMARKS ONLY

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

8-19-03

Tab settings

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

1. Name of conveying party(ies):

Harbison Corporation

8-19-03

- Individual(s) Association General Partnership Limited Partnership Corporation-State Other Missouri

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: July 29, 2003

2. Name and address of receiving party(ies)

Name: Pretium Packaging, L.L.C.

Internal Address:

Street Address: 8112 Maryland Ave., Ste. 250

City: St. Louis State: MO Zip: 63105

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

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) 948,508 1,101,507

2,022,178 2,385,951

Additional number(s) attached Yes No

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

Name: Santo Manna, Esq.

Internal Address: Schulte Roth & Zabel LLP

Street Address: 919 Third Avenue

City: New York State: NY Zip: 10022

6. Total number of applications and registrations involved:

4

7. Total fee (37 CFR 3.41) \$ 115

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

500675 - Schulte Roth & Zabel

DO NOT USE THIS SPACE

9. Signature.

Barbara Bauer-Padron Name of Person Signing

Signature

August 9, 2003 Date

Total number of pages including cover sheet, attachments, and document: 6

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

08/20/2003 ECDPER 00000018 500675 948508 01 FC:8521 40.00 DA 02 FC:8522 75.00 DA

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
TRADEMARK ASSIGNMENT

ASSIGNOR: Harbison Corporation

ASSIGNEE: Pretium Packaging, LLC, a Delaware limited liability corporation

MARK, REGISTRATION NO. & DATE: See Attached Exhibit A

This Assignment is made as of the 29th day of July, 2003, by and between Harbison Corporation, a Missouri Corporation, ("Assignor"), and Pretium Packaging, LLC, a Delaware limited liability corporation ("Assignee").

WHEREAS, Assignor is the sole owner of the entire right, title and interest in and to the Trademarks set forth on the attached Schedule A made a part hereof and incorporated by this reference (the "Trademarks"), which Trademarks have been registered in the United States Patent and Trademark Office;

WHEREAS, Assignor desires to sell, transfer and assign to Assignee all of Assignor's right, title and interest in and to the Trademarks and the registration thereof together with the goodwill of the business in connection with which the Trademarks is used and which is symbolized by the Trademarks, along with the right to sue and recover damages for past, present and future infringements thereof;

WHEREAS, Assignee desires to acquire from Assignor the Trademarks and the registration thereof together with the goodwill of the business in connection with which the Trademarks is used and which is symbolized by the trademark, along with the right to recover for damages and past infringements thereof.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Assignor hereby sells, transfers and assigns to Assignee, its


successors and assigns, Assignor's entire right, title and interest in and to the trademark and the registration thereof for the United States and throughout the world, together with all of the goodwill of the business in connection with which the Trademarks is used and which is symbolized by said Trademarks, along with the right to recover for damages and profits from past infringements thereof.

Assignor covenants and agrees that it will, whenever so requested by Assignee, execute and deliver such further instruments and perform any other reasonable acts that Assignee may require as may be necessary or convenient for vesting in Assignee the full benefit of all of the rights and premises hereby assigned and/or provide evidence to support any of the foregoing in the event such evidence is in the possession or control of Assignor.

Assignor hereby irrevocably makes, constitutes and appoints Assignee and its successor and assigns, as its true and lawful attorney in fact, with full power of substitution, for the Assignor in its name and stead, or otherwise, by and on behalf of and for the benefit of Assignee and its successors and assigns: (i) to institute and prosecute in the name of Assignor or otherwise, but for the benefit of Assignee, its successors and assigns, any and all precedents at law, in equity or otherwise, which Assignee and its successors and assigns, may deem proper in order to collect, assert or enforce any claim, right or title of any kind in and to the Trademarks and (ii) to defend or compromise any and all actions, suits or proceedings in respect of any of the Trademarks and to do all such acts and things in relation thereto as Assignee and its successors and assigns, shall deem desirable.

The Commissioner of Patents and Trademarks is hereby respectfully requested to record this Assignment in the United States Patent and Trademark Office and index same against the files of registration herein described.

HARBISON CORPORATION

By: 
Name: Keith S. Harbison
Title: President

STATE OF Missouri)
) SS.
City of St. Louis)

On this 29th day of July, 2003, before me personally appeared Keith S. Harbison, to me known to be the President of Harbison Corporation, a Missouri Corporation, and that this instrument was signed on behalf of such corporation by authority of its board of directors, and Said President acknowledged this instrument to be the free act and deed of such corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the City and State aforesaid, the day and year above written.

Margaret A. Sullivan
Notary Public

My commission expires:

MARGARET A SULLIVAN
Notary Public - Notary Seal
STATE OF MISSOURI
ST. LOUIS COUNTY
MY COMMISSION EXP. MAY 25, 2004

MARGARET A SULLIVAN
Notary Public - Notary Seal
STATE OF MISSOURI
ST. LOUIS COUNTY
MY COMMISSION EXP. MAY 25, 2004

EXHIBIT A

TO

TRADEMARK ASSIGNMENT

Trademark	Registration Number	Registration Date
TC	0,948,508	December 12, 1972
TC	1,101,507	September 5, 1978
SUMILEX	2,022,178	December 10, 1996
PRETIUM PACKAGING	2,385,951	September 12, 2000

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