

Form PTO-1594

(Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2005)

# RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

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

1. Name of conveying party(ies):

Pharma Group, Inc.

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Corrective assignment to correct recording
- Merger
- Change of Name

Execution Date: 2/27/04 against 78307575

2. Name and address of receiving party(ies)

Name: Nova Packaging Systems, Inc.

Internal

Address: c/o Kinderhook Industries, LLC

Street Address: 888 Seventh Ave., Suite 1600

City: New York State: NY Zip: 10106

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

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) 78307576

B. Trademark Registration No.(s)

Additional number(s) attached  Yes  No

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

Name: Renee M. Prescan

Internal Address: Kirkland & Ellis LLP

Street Address: 200 E. Randolph Drive

City: Chicago State: IL Zip: 60601

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41) \$ 40

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

22-0440 (and for any add'l fees or credits)

DO NOT USE THIS SPACE

9. Signature.

Michael G. Fatall

Name of Person Signing

Signature

4/9/04

Date

Total number of pages including cover sheet, attachments, and document: 11

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

CH \$40.00 220440 78307576

OPR/ASSIGNMENTS


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03/24/04 WED 10:09 FAX 312 861 2200 53

KIRKLAND & ELLIS LLP

03/24/2004  
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Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 8/30/2005)		<b>RECORDATION FORM COVER SHEET TRADEMARKS ONLY</b>		U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office	
Tab settings → → →					
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.					
<b>1. Name of conveying party(ies):</b> Pharma Group, Inc.  <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State <input type="checkbox"/> Other <u>Delaware</u>			<b>2. Name and address of receiving party(ies)</b> Name: <u>Nova Packaging Systems, Inc.</u> Internal Address: <u>c/o Kinderhook Industries, LLC</u>  Street Address: <u>888 Seventh Ave., Suite 1800</u> City: <u>New York</u> State: <u>NY</u> Zip: <u>10108</u>  <input type="checkbox"/> Individual(s) citizenship <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State <u>Delaware</u> <input type="checkbox"/> Other		
Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			If assignee is not domiciled in the United States, a domicile representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designation must be a separate document from this request) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
<b>3. Nature of conveyance:</b> <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other <u>(executed in counterparts)</u> Execution Date: <u>2/27/04</u>			<b>4. Application number(s) or registration number(s):</b> A. Trademark Application No.(s) <u>See attached</u> <u>Schedule B for continuation of Block 4.A</u>  B. Trademark Registration No.(s) <u>See attached</u> <u>Schedule A for continuation of Block 4.B</u>  Additional number(s) attached <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
<b>5. Name and address of party to whom correspondence concerning document should be mailed:</b> Name: <u>Renee M. Prescan</u>  Internal Address: <u>Kirkland &amp; Ellis LLP</u>   Street Address: <u>200 E. Randolph Drive</u>  City: <u>Chicago</u> State: <u>IL</u> Zip: <u>60601</u>			<b>6. Total number of applications and registrations involved:</b> ..... <b>12</b>  <b>7. Total fee (37 CFR 3.41):</b> ..... \$ <b>315</b> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account		
<b>8. Deposit account number:</b> <u>22-0440 (and for any add'l fees or credits)</u>			<b>9. Signature.</b>  <div style="text-align: center;">         _____        Signature     </div> <div style="display: flex; justify-content: space-between;"> <div> <u>Michael G. Petall</u>        Name of Person Signing     </div> <div> <u>3/23/04</u>        Date     </div> </div>		
<b>DO NOT USE THIS SPACE</b> Total number of pages including cover sheet, attachments, and documents: <b>10</b>					

KIRKLAND & ELLIS LLP 79907575

Mail documents to be recorded with required cover sheet information to:  
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Washington, D.C. 20231

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003

## SCHEDULE A

U.S. TRADEMARK REGISTRATIONS

Mark	Registration No.	Registration Date
CHORD-LOC	0,855,939	9/3/68
FILLIT	1,863,507	11/22/94
LAKSO	1,365,218	10/15/85
MERRILL	0,865,718	3/4/69
MICRO-SCAN	2,312,090	1/25/00
PACER	1,239,993	5/31/83
PHARMAVEYÖR	1,918,705	9/12/95
REFORMER	0,993,395	9/24/74
SLAT-SCAN	1,484,143	4/12/88
SMARTPART	2,554,200	3/26/02
VERSA-PRESS	1,250,184	9/6/83

OPR/ASSIGNMENTS

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03/24/04 WED 10:09 FAX 312 861 2200 53

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004

SCHEDULE B

U.S. TRADEMARK APPLICATIONS 6

Mark	Serial No.	Filing Date
TRUCOUNT	78/307,576	9/30/03

## TRADEMARK ASSIGNMENT

**THIS TRADEMARK ASSIGNMENT** (this "Assignment") is made and entered into as of February 27, 2004 ("Effective Date") by and between PHARMA GROUP, INC., a Delaware corporation, with its principal office at 7 New Lancaster Road, Leominster, Massachusetts 01453-0929 ("Assignor"), and NOVA PACKAGING SYSTEMS, INC., a Delaware corporation, with its principal office at c/o Kinderhook Industries, LLC, 888 Seventh Avenue, Suite 1600, New York, New York 10106 ("Assignee").

**WHEREAS**, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated February 27, 2004 (the "Agreement");

**WHEREAS**, pursuant to the Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, the United States trademark registrations set forth on Schedule A attached hereto, the United States applications for trademark registration set forth on Schedule B attached hereto, the foreign trademark registrations set forth on Schedule C attached hereto, and the unregistered trademarks set forth on Schedule D attached hereto, in each case, together with the goodwill of the business associated therewith (collectively, the "Marks"); and

**WHEREAS**, Assignee is a successor to Assignor's business, and that business is ongoing and existing.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee the entire right, title and interest in and to the Marks, for the United States and for all foreign countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor hereby requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Marks.

Assignor represents and warrants that: (i) it is the sole and exclusive owner of the entire right, title and interest in and to the Marks (including the corresponding rights set forth in the above), free and clear of any liens, security interests or other encumbrances; (ii) it has the full right and authority to execute this Assignment and to assign to Assignee the rights assigned

herein; and (iii) it has not executed, and will not execute, any agreement or other instrument in conflict herewith.

Assignor shall take all further actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such cooperation and assistance as reasonably necessary (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation), requested by Assignee to more fully and effectively effectuate the purposes of this Assignment, including, without limitation, with respect to the following: (1) the preparation and prosecution of any application for registration, or any application for renewal of a registration, relating to any of the rights assigned herein; (2) the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the rights assigned herein, including, without limitation, testifying as to any facts relating to the Marks and this Assignment; (3) in the implementation or perfection of this Assignment in all applicable jurisdictions throughout the world.

\* \* \* \* \*

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

PHARMA GROUP, INC.

NOVA PACKAGING SYSTEMS, INC.

*John M. Casper*  
\_\_\_\_\_

\_\_\_\_\_

Name: John M. Casper

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

Title: VP

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

herein; and (iii) it has not executed, and will not execute, any agreement or other instrument in conflict herewith.

Assignor shall take all further actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such cooperation and assistance as reasonably necessary (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation), requested by Assignee to more fully and effectively effectuate the purposes of this Assignment, including, without limitation, with respect to the following: (1) the preparation and prosecution of any application for registration, or any application for renewal of a registration, relating to any of the rights assigned herein; (2) the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the rights assigned herein, including, without limitation, testifying as to any facts relating to the Marks and this Assignment; (3) in the implementation or perfection of this Assignment in all applicable jurisdictions throughout the world.

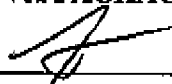
\* \* \* \* \*

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

PHARMA GROUP, INC.

NOVA PACKAGING SYSTEMS, INC.

\_\_\_\_\_

  
\_\_\_\_\_

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

Name: Thomas L. Tuttle

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

Title: Vice President

**SCHEDULE A****U.S. TRADEMARK REGISTRATIONS**

<b>Mark</b>	<b>Registration No.</b>	<b>Registration Date</b>
CHORD-LOC	0,855,939	9/3/68
FILLIT	1,863,507	11/22/94
LAKSO	1,365,218	10/15/85
MERRILL	0,865,718	3/4/69
MICRO-SCAN	2,312,090	1/25/00
PACER	1,239,993	5/31/83
PHARMAVEYOR	1,918,705	9/12/95
REFORMER	0,993,395	9/24/74
SLAT-SCAN	1,484,143	4/12/88
SMARTPART	2,554,200	3/26/02
VERSA-PRESS	1,250,184	9/6/83



**SCHEDULE B****U.S. TRADEMARK APPLICATIONS**

<b>Mark</b>	<b>Serial No.</b>	<b>Filing Date</b>
TRUCOUNT	78/307,575	9/30/03

**SCHEDULE C****FOREIGN TRADEMARK REGISTRATIONS**

<b>Country</b>	<b>Mark</b>	<b>Reg. No.</b>	<b>Registration Date</b>
Canada	MERRILL	TMA174,691	2/26/71
Switzerland	MERRILL	376634	8/8/89

**SCHEDULE D**

**UNREGISTERED TRADEMARKS**

FILLTRONIC

KALISH

KING

QUANTUM

SWIFTPACK