

10-22-2003

Form PTO-1594
(Rev. 10/02)
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102580416

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

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

1. Name of conveying party(ies):

PQF, LLC

10-20-03

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: 07/02/02

2. Name and address of receiving party(ies)

Name: Applied Extrusion Technologies, Inc.

Internal

Address:

Street Address: 3 Centennial Drive

City: Peabody State: MA Zip: 01960

- 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)

B. Trademark Registration No.(s) 1,694,378;
2,107,363 and 2,134,591

Additional number(s) attached Yes No

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

Name: Eric S. Marzluf, Esq.

Internal Address: Caesar, Rivise, Bernstein,

Cohen & Pokotilow, Ltd.

Street Address: 1635 Market Street

12th Floor - Seven Penn Center

City: Philadelphia State: PA Zip: 19103-2212

BYRNE 00000187-030075 1694378

6. Total number of applications and registrations involved:

3

7. Total fee (37 CFR 3.41).....\$ 90.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

03-0075

2003 OCT 12 11 38 29
PPR/FINANCE

10/21/2003

01 FC:8521
02 FC:8522

DO NOT USE THIS SPACE

9. Signature (Customer No. 03000)

Eric S. Marzluf
Name of Person Signing

Eric S. Marzluf
Signature

October 16, 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

TRADEMARK ASSIGNMENT (US)

WHEREAS, QPF, LLC, a limited liability company organized and existing under the laws of the State of Mississippi, having an address at 601 East Lake Street, Steamwood, Illinois 60167 (hereinafter "QPF"), is the owner of all rights, title and interest in and to the United States trademarks and trademark registrations and applications as identified in Exhibit A, attached, (all of said United States trademarks and trademark registrations and applications; hereinafter being collectively referred to as "Trademark Rights") and in and to the goodwill of the business associated with the use of, and symbolized by, the Trademark Rights;

WHEREAS, APPLIED EXTRUSION TECHNOLOGIES, INC., a corporation organized and existing under the laws of the State of Delaware, and having an address at 3 Centennial Drive, Peabody, Massachusetts 01960 (hereinafter "AET"), is desirous of acquiring all of the rights, title and interest in and to the Trademark Rights and in and to the goodwill of the business associated with the use of, and symbolized by, the Trademark Rights;

WHEREAS, QPF and AET are parties to an ASSET PURCHASE AGREEMENT dated May 3, 2001 and later amended on June 12, 2001("the Agreement");

WHEREAS, pursuant to the Agreement QPF agreed to sell and did sell, and AET agreed to purchase and did purchase the Assets identified in Section 2.1 of the Agreement, including, but not limited to, the Intellectual Property specified in Section 2.1(c) and identified in Schedule 2.1(c) of the Agreement and the Trademark Rights and the goodwill of the business associated with the use of, and symbolized by, the Trademark Rights; and

WHEREAS, QPF and AET desire to memorialize the transfer of the Trademark Rights and the goodwill associated therewith pursuant to the Agreement in a form suitable for recordation.

NOW, THEREFORE, QPF and AET, intending to be legally bound under the laws of the State of New York, and for good and valuable consideration as set forth in the Agreement, the receipt and sufficiency of which is hereby acknowledged, agree as follows:

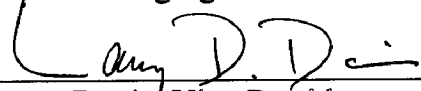
1. QPF hereby confirms its agreement to sell, confirms that it sold and does hereby sell to AET, and AET hereby confirms its agreement to purchase, confirms that it purchased and does hereby purchase from QPF, all of the rights, title and interest in and to the Trademark Rights and in and to the goodwill of the business associated with the use of, and symbolized by, the Trademark Rights, including the right to sue others for past acts of infringement of the Trademark Rights and to retain all revenues received from others for past acts of infringement of the Trademark Rights.

2. QPF further agrees for itself, successors, assigns, and its legally bound predecessors to execute, without further consideration, any further legal documents, any further assignments, and any releases, declarations, renewals or other applications for Trademark Rights that may be deemed necessary by AET, or by AET's successors-in-interest or assigns, fully to secure to AET, or to AET's successors-in-interest or assigns, QPF's interest as aforesaid in and to the Trademark Rights and in and to the goodwill of the business associated with the use of, and symbolized by, the Trademark Rights.

IN WITNESS WHEREOF, I hereunto affix my hand and seal this 2nd day of July, 2002.

QPF, LLC

By: Hood Companies, Inc.,
A Mississippi corporation,
Sole Managing Member

By: 
Larry D. Davis, Vice President

STATE OF MISSISSIPPI :
: SS:
COUNTY OF FORREST :

Before me personally appeared said Larry D. Davis and acknowledged that he was the Vice President of Hood Companies, Inc., a Mississippi corporation, and that he had the authority to execute this Assignment for and on behalf of Hood Companies, Inc., in its capacity as Sole Managing Member of QPF, LLC, as of the date of the underlying Asset Purchase Agreement dated May 3, 2001 and as later amended on June 12, 2001, and has acknowledged the foregoing instrument to be his free act and deed this 2nd day of July, 2002.


Notary Public

My Commission Expires: Jan. 11, 2004

IN WITNESS WHEREOF, I hereunto affix my hand and seal this 5th day of

August, 2002.

APPLIED EXTRUSION TECHNOLOGIES, INC.

By *Thomas E. Williams*
Name: Thomas E. Williams
Title: President & CEO

STATE OF Massachusetts :
: SS:

COUNTY OF Essex :

Before me personally appeared said Thomas E. Williams and acknowledged that he/~~she~~ is the President & CEO of APPLIED EXTRUSION TECHNOLOGIES, INC., that he/~~she~~ has the authority to execute this Assignment on behalf of APPLIED EXTRUSION TECHNOLOGIES, INC., and has acknowledged the foregoing instrument to be his/~~her~~ free act and deed this 5th day of August, 2002.

Susan N. Nardone
Notary Public

My Commission Expires:

MY COMMISSION EXPIRES
JULY 9, 2004

SCHEDULE A
to Trademark Assignment

<u>Registration Number</u>	<u>Registration Date</u>	<u>Trademark</u>
1,694,378	06/16/92	RAP
1,235,056	01/25/83	NORMET
1,181,108	12/08/81	NORPROP
2,107,363	10/21/97	MIRAGE
2,130,760	01/20/98	QPET
2,134,591	02/03/98	_____QLAM