

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Alliance Machine Systems Europe B.V.		07/28/2004	Limited Company Organized under Dutch Law: UNKNOWN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	J & L Development, Inc.		
<b>Street Address:</b>	5303 E. Desmet Avenue		
<b>City:</b>	Spokane		
<b>State/Country:</b>	WASHINGTON		
<b>Postal Code:</b>	99212		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1957184	PALLMAC	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(612)340-8856		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	612 340 2629		
<b>Email:</b>	ip.docket@dorsey.com		
<b>Correspondent Name:</b>	Dorsey & Whitney LLP		
<b>Address Line 1:</b>	50 S. 6th Street		
<b>Address Line 2:</b>	Suite 1500		
<b>Address Line 4:</b>	Minneapolis, MINNESOTA 55402-1498		
<b>NAME OF SUBMITTER:</b>	David N. Fronek		
<b>Signature:</b>	/David N. Fronek/		
<b>Date:</b>	06/06/2005		

CH \$40.00 1957184

**Total Attachments: 11**

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**PURCHASE AND ASSIGNMENT AGREEMENT**

This Purchase and Assignment Agreement is made this 28th day of July, 2004 by and between J&L Development, Inc., a corporation organized under the laws of the state of Delaware (hereinafter "JLD"), and Alliance Machine Systems Europe B.V., a corporation organized under the laws of the Netherlands (hereinafter "AMSE").

WHEREAS, JLD and AMSE are parties to a License Agreement dated February 13, 2001 (hereinafter "AMSE-JLD License Agreement") pursuant to which AMSE granted to JLD certain license rights with respect to certain AMSE Intellectual Property, as such term is defined in the AMSE-JLD License Agreement; and

WHEREAS, JLD and AMSE are parties to a License Agreement dated February 13, 2001 (hereinafter "JLD-AMSE License Agreement") pursuant to which JLD granted to AMSE certain license rights with respect to certain JLD Intellectual Property, as such term is defined in the JLD-AMSE License Agreement; and

WHEREAS, AMSE has significant unpaid royalties due to JLD (the "Unpaid Royalties"), does not have the capital necessary to repay the accumulated liability to JLD and does not currently have the capital necessary to fund ongoing product development efforts; and

WHEREAS, AMSE desires to sell and assign its intellectual property to JLD for consideration and a license to practice such intellectual property; and

WHEREAS, JLD is desirous of acquiring the intellectual property of AMSE and granting such a license to AMSE.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledge, the parties hereto agree as follows:

1. The AMSE-JLD License Agreement dated February 13, 2001 pursuant to which AMSE granted to JLD a license under the AMSE Intellectual Property is hereby terminated in its entirety.
2. AMSE hereby sells, assigns and transfers to JLD, the entire right, title and interest in and to all of its intellectual property (the "New JLD Intellectual Property"), including specifically:
  - a. The patents and patent applications identified in Exhibit A attached hereto, including all divisions, continuations, reissues, or renewals thereof and the Letters Patent, both foreign and domestic, that may or shall issue therefrom, all rights under the International Convention, and all rights to sue for past infringement thereof;



b. The trademarks and trademark applications and registrations identified in Exhibit B attached hereto, including the good will of the business symbolized by such trademarks;

c. All other (i) patents, patent applications and patentable subject matter, whether or not the subject of an application, (ii) trademarks, service marks, trade names, trade dress and other designators of origin, registered or unregistered, including the goodwill of the business symbolized thereby, (iii) copyrightable subject matter or protectable designs, registered or unregistered, (iv) trade secrets, (v) rights in Internet domain names, uniform resource locators and e-mail addresses, (vi) rights in semiconductor topographies (mask works), registered or unregistered, (vii) know-how and (viii) all other intellectual and industrial property rights of every kind and nature and however designated, whether arising by operation of law, contract, license or otherwise.

3. The effective date of this Purchase and Assignment Agreement shall be July 31, 2004.


4. The purchase price for the New JLD Intellectual Property shall be EUR 725,000 which shall be paid by JLD by offsetting the Unpaid Royalties by EUR 725,000.

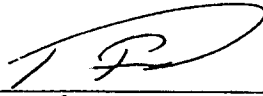
5. At the request of JLD, AMSE agrees to sign any additional documents for the purpose of recording or otherwise confirming the assignment of the intellectual property transferred pursuant to this Purchase and Assignment Agreement.

IN WITNESS WHEREOF, the parties have duly authorized their representatives to execute this Agreement.

J&L DEVELOPMENT, INC.  
EUROPE B.V.

ALLIANCE MACHINE SYSTEMS

By:   
Name: MARK DUCHESNE  
Title: PRESIDENT & CEO

By:   
Name: P. Pabbe  
Title: Managing Director AMSE.

**EXHIBIT A**  
**To Purchase and Assignment Agreement**  
**Between AMSE and JLD**

AMSE PATENTS

<u>Country</u> <u>Status</u>	<u>Appl'n/ Patent No.</u>	<u>Title</u>	<u>Filing/ Issue Date</u>
EP Abandoned	92202990.5	A device for feeding cardboard	1/18/95
		processing machines	sheets to
US Pending	10/182,533	Method and device for stacking	5/29/03
		flat-folded boxes	
ZA Issued	2002/5600	Method and device for stacking	10/23/03
		flat-folded boxes	
US Issued	6,062,723	Device for preparing glue for	5/16/00
		corrugated board	
US Issued	6,048,391	Means for and methods of	3/11/00
		preparing glue for corrugated board	
EP Issued	EP042820	Method and machine for separating	
		blanks for cardboard boxes	
Germany Not Yet	EP042820/DE	Method and machine for separating	
		blanks for cardboard boxes	
Validated			
Spain Not Yet	EP042820/ES	Method and machine for separating	
		blanks for cardboard boxes	
Validated			

France Not Yet Validated	EP042820/FR	Method and machine for separating blanks for cardboard boxes
U.K. Not Yet Validated	EP042820/UK	Method and machine for separating blanks for cardboard boxes

NV/SA & Design

Benelux	UNIFIER	630952	4/3/98
Issued			
Canada	UNIFIER	089272600	
Inactive			
Japan	UNIFIER	4431565	11/10/00
Issued			
U.S.	UNIFIER	75/563410	
Inactive			
WIPO	UNIFIER	701141	9/30/98
Issued			

Draft: July 26, 2004

### AMENDMENT TO LICENSE AGREEMENT

This Amendment to License Agreement is made and entered into as of the 28 day of July, 2004 by and among J&L Development, Inc., a corporation organized under the laws of the state of Delaware (hereinafter "JLD"), and Alliance Machine Systems Europe B.V., a corporation organized under the laws of the Netherlands (hereinafter "AMSE").

### RECITALS

WHEREAS, JLD and AMSE are parties to a License Agreement dated February 13, 2001 (hereinafter "JLD-AMSE License Agreement") pursuant to which JLD has licensed to AMSE certain intellectual property of JLD; and

WHEREAS, pursuant to a Purchase and Assignment Agreement between JLD and AMSE (hereinafter "Purchase and Assignment Agreement") effective as of the effective date of this Amendment to License Agreement, JLD has acquired all of the intellectual property of AMSE (hereinafter "New JLD Intellectual Property"); and

WHEREAS, AMSE desires to secure, and JLD desires to grant to AMSE, a license to manufacture products utilizing the New JLD Intellectual Property; and

WHEREAS, JLD and AMSE desire to amend the JLD-AMSE License Agreement to extend such license to the New JLD Intellectual Property;

NOW, THEREFORE, in consideration of the following covenants, mutual promises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The effective date of this Amendment to License Agreement shall be 28-07, 2004.

2. The JLD-AMSE License Agreement is amended as follows:

a. The term "JLD Intellectual Property" in Section 1.2 of the JLD-AMSE License Agreement shall be amended to include the New JLD Intellectual Property. The New JLD Intellectual Property shall include all the intellectual property acquired by JLD from AMSE pursuant to the Purchase and Assignment



Agreement and shall specifically include the patents and patent applications identified in Exhibit A to this Amendment to License Agreement and the trademarks and trademark applications and registrations identified in Exhibit B to this Amendment to License Agreement. "JLD Intellectual Property" shall also be amended to include any other intellectual property designed, developed or acquired by JLD during the term of the license and which relates to the Paperboard Packaging Machinery Business. Unless specifically excluded by JLD at the time of such design, development or acquisition, such intellectual property shall automatically become JLD Intellectual Property which is licensed hereunder. "JLD Intellectual Property" shall also be amended to include all trademarks, patents, trade secrets, know-how and other intellectual property of JLD, including the patents and trademarks identified in Exhibit B of the JLD-AMSE License Agreement. "JLD Intellectual Property" shall specifically exclude intellectual property which is currently owned, or which is hereinafter designed, developed or acquired, by JLD and which is outside the Paperboard Packaging Machinery Business, unless agreed in writing by JLD to be included.

b. The scope and territory of the license granted by JLD to AMSE for the New JLD Intellectual Property shall be the same as the scope and territory of the license granted in Section 2.1 of the JLD-AMSE License Agreement.

c. Section 4.1 of the JLD-AMSE License Agreement shall be amended by deleting Sections 4.1(a) and 4.1(b) and amending Section 4.1(c) to read as follows:

"Items purchased from third parties which do not utilize JLD Intellectual Property, and other generic, non-industry specific material handling equipment".

d. Royalties shall be due and payable from AMSE to JLD in the amount of six and one-half percent (6-1/2%) of the Net Revenues derived from the sale of Licensed Products as provided in Section 4.1 of the JLD-AMSE License Agreement, except that royalties on Licensed Products which utilize only New JLD Intellectual Property shall not be payable with respect to such Licensed Products during the initial two-year period following the effective date of this Amendment to License Agreement. Royalties will continue to be payable from AMSE to JLD with respect to the sale of any Licensed Products utilizing JLD Intellectual Property other than New JLD Intellectual Property, including Licensed Products utilizing both JLD Intellectual Property and New JLD Intellectual Property.

e. The term of the JLD-AMSE License Agreement and this Amendment to License Agreement shall be one (1) year from the effective date of this Amendment to License Agreement and shall automatically renew annually on the anniversary of such effective date for additional one year terms unless written notice

**EXHIBIT A**  
**to Amendment to License Agreement**  
**Between AMSE and JDL**

AMSE PATENTS

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US Issued	6,062,723	Device for preparing glue for	5/16/00
		corrugated board	
US Issued	6,048,391	Means for and methods of	3/11/00
		preparing glue for corrugated board	
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Spain Not Yet	EP042820/ES	Method and machine for separating	
		blanks for cardboard boxes	
Validated			
France Not Yet	EP042820/FR	Method and machine for separating	

*M/D P 1*

blanks for cardboard boxes

Validated

U.K. EP042820/UK Method and machine for separating  
Not Yet

blanks for cardboard boxes

Validated

*MAD 11*

**EXHIBIT B**  
**to Amendment to License Agreement**  
**Between AMSE and JDL**

**AMSE TRADEMARKS**

<u>Country Status</u>	<u>Trademark</u>	<u>Application</u>		<u>Reg. Date</u>	
		<u>Reg. No.</u>	<u>Serial No.</u>		
Benelux	PALLMAC	541001		7/1/94	Issued
Canada	PALLMAC	TMA447077		9/1/95	Issued
Japan	PALLMAC	3319659		6/6/97	
Issued					
U.K.	PALLMAC	1574582		3/10/95	
Expired					
U.S.	PALLMAC	1957184		2/20/96	
Issued					
WIPO	PALLMAC	621244		6/2/94	
Issued					
Benelux	PALLMAC BELGIUM	555301		7/1/94	
Issued	NV/SA & Design				
Canada	PALLMAC BELGIUM	TMA458925		6/7/96	
Issued	NV/SA & Design				
Japan	PALLMAC BELGIUM	4066247		10/9/97	
Issued	NV/SA & Design				
U.K.	PALLMAC BELGIUM	1583816		11/22/96	
Issued	NV/SA & Design				
U.S.	PALLMAC BELGIUM	2070991		6/17/97	
Inactive	NV/SA & Design				
WIPO	PALLMAC BELGIUM	631337		12/29/94	
Issued					

*MJP PV*

NV/SA & Design

Benelux	UNIFIER	630952	4/3/98
Issued			
Canada	UNIFIER	089272600	
Inactive			
Japan	UNIFIER	4431565	11/10/00
Issued			
U.S.	UNIFIER	75/563410	
Inactive			
WIPO	UNIFIER	701141	9/30/98
Issued			

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