

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	License Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
British Polythene Limited		10/25/2004	CORPORATION: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Combipac BV		
Street Address:	P.O. Box 253		
City:	Hardenberg		
State/Country:	NETHERLANDS		
Postal Code:	7770 AG		
Entity Type:	CORPORATION: NETHERLANDS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1666730	SILOTITE	
CORRESPONDENCE DATA			
Fax Number:	(202)344-8300		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	202-344-4000		
Email:	jlpatt@venable.com		
Correspondent Name:	Jacqueline Levasseur Patt		
Address Line 1:	575 7th Street, N.W.		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20004-1601		
DOMESTIC REPRESENTATIVE			
Name:			
Address Line 1:			
Address Line 2:			
Address Line 3:			
Address Line 4:			

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NAME OF SUBMITTER:	Jacqueline Levasseur Patt
Signature:	/Jacqueline Levasseur Patt/
Date:	06/30/2005
Total Attachments: 5 source=LICENSE AGREEMENT#page1.tif source=LICENSE AGREEMENT#page2.tif source=LICENSE AGREEMENT#page3.tif source=LICENSE AGREEMENT#page4.tif source=LICENSE AGREEMENT#page5.tif	

TRADE MARK LICENCE AGREEMENT

This Agreement is made this **25** day of **OCTOBER** 2004.

Between

BRITISH POLYTHENE LIMITED, of 10 Foster Lane, London, EC2V 6HR, United Kingdom (hereinafter called "the Licensor") of the one part

and

COMBIPAC BV, of PO Box 253, 7770 AG Hardenberg, The Netherlands (hereinafter called "the Licensee") of the other part.

WHEREAS

- A. The Licensor is the registered proprietor and applicant for registration of the trade marks of which brief particulars are set out in the Schedule hereto (hereinafter "the Trade Marks").
- B. The Licensor and the Licensee are both wholly-owned subsidiaries of British Polythene Industries PLC (hereinafter "the Holding Company").
- C. The Licensee wishes to use Trade Marks in the countries or territories in which the Trade Marks are registered or in which registration has been sought (hereinafter referred to as "the Territories") in relation to all of the goods for which the Trade Marks are registered or for which registration has been sought and material relating thereto (hereinafter the "Goods of Permitted Use").

IT IS HEREBY AGREED AS FOLLOWS:**1** Licence

The Licensor hereby grants to the Licensee, and the Licensee hereby accepts, a non-exclusive Licence to use the Trade Marks in the Territories in relation to the Goods of Permitted Use only for so long as the Licensee remains a subsidiary of the Holding Company and this agreement continues in force.

2 Conditions of Use and Standards of Quality

- i The Licensee undertakes to use the Trade Marks only in relation to Goods of Permitted Use which have been approved by the Licensor as to their nature, content and quality and as to the colour, style and manner in which the Trade Marks are represented in relation to them and as to the terms in which the Trade Marks are acknowledged to belong to the Licensor.
- ii The Licensee undertakes to use the Trade Marks only in relation to Goods of Permitted Use which are wholly in accordance with the standards laid down, directions given and information supplied by the Licensor from time to time and will permit the Licensor or its authorised representative at all reasonable times to enter the Licensee's premises where the Goods of Permitted Use are

manufactured, fabricated, packed, stored, stocked or offered or exposed for sale, for the purposes of inspection thereof, and will, if called upon by the Licensor to do so, submit to the Licensor random samples of the Goods of Permitted Use and specimens of packaging, labelling, advertising, information and promotional material, and other documentary material including office stationery to be used in relation to the Goods of Permitted Use and of any other material using the Trade Marks.

- iii The Licensee undertakes to use the Trade Marks only for the purposes permitted by this agreement and not to use the Trade Marks in such a way as would lead them to become generic, lose their distinctiveness or become liable to mislead the public.
- iv The Licensee shall not use any mark, name or other sign confusingly similar to the Trade Marks in respect of any goods or services the same as or similar to the Goods of Permitted Use and shall not use the Trade Marks on any goods other than the Goods of Permitted Use.

3. Infringement

- i The Licensee hereby agrees to notify the Licensor promptly of any infringement of rights under the Trade Marks in the Territories, any action detrimental to the Trade Marks or any allegation that the use of the Trade Marks infringe the rights of any third party.
- ii The Licensee hereby agrees that it will not, without the Licensor's prior written consent, begin proceedings or take action against any person in relation to any infringement of rights under the Trade Marks or threaten to do so.

4. Ownership and Use

- i The Licensee hereby acknowledges that all use of Trade Marks by the Licensee shall be for the benefit of the Licensor and that any goodwill, reputation or other rights in the Trade Marks created in the Territories through their use by the Licensee shall inure to the benefit of the Licensor, during the period of this agreement and on termination thereof.
- ii. The Licensee acknowledges that the Licensor is the owner of the Trade Marks and agrees that the Trade Marks shall be accompanied in use by wording and marking to show that they are registered trade marks of the Licensor.

5. Indemnities

- i Licensee agrees at all times to be solely liable and responsible for the observance of all laws, enactments, standards and regulations applying to the Goods of Permitted Use in the Territories.
- ii The Licensee shall at all times, notwithstanding the termination of this agreement, be liable for, indemnify and hold harmless the Licensor, together with its officers, servants and agents, against any and all liability, loss, damages, costs

and other expenses of any nature incurred or suffered by the Licensor arising out of any acts or breaches by the Licensee of this agreement and the Licence hereby granted or resulting from any and all liability claims arising from Goods of Permitted Use provided by the Licensee in the Territories.

- iii The Licensor does not warrant that the use of the Trade Marks by the Licensee shall not infringe the rights of any third party.

6 Maintenance of Trade Marks

- i The Licensor as the proprietor will pay all fees necessary to secure registration of the Trade Marks and all renewal fees for the registrations of the Trade Marks falling due during the period of this agreement.
- ii The Licensee undertakes not to do or permit to be done any act which would or might jeopardise or invalidate the registrations of the Trade Marks, which might result in applications to rectify, invalidate or revoke the registrations of the Trade Marks or which might prejudice the Licensor's right or title to the Trade Marks.
- iii The Licensee will give the Licensor or its authorised representative on request any information as to its use of the Trade Marks which the Licensor may require and will render any assistance reasonably required by the Licensor to maintain the registrations of the Trade Marks.

7. Duration and Termination

- i This agreement and the Licence hereby granted shall operate as from the date hereof and shall continue in force subject to the provisions for termination set out below.
- ii The agreement and the Licence hereby granted shall automatically and immediately terminate in the event that the Licensee ceases to be a subsidiary of the Holding Company.
- iii Each party shall have the right to terminate this agreement and the Licence hereby granted at any time by giving the other party three months written notice.
- iv The Licensor shall have the right, without prejudice to any other of its remedies, to terminate this agreement or the Licence hereby granted by giving the Licensee written notice at any time if the Licensee is in breach of any of the terms hereof and such a breach remains unremedied for thirty (30) days after notice thereof is given, if the Licensee is in persistent breach of any such term, if the Licensee becomes insolvent or ceases whether voluntarily or not to carry on business in the Goods of Permitted Use, if there occurs any change in the ownership or control of the Licensee by the Holding Company, or if the Licensee challenges the validity of the Trade Marks.
- v Upon termination or expiration hereof, the Licensee shall immediately cease to use the Trade Marks, shall immediately remove or obliterate the Trade Marks from any and all materials used in connection with the Goods of Permitted Use,

and shall immediately terminate any sub-licences under the terms of Clause 8(i) below.

8 Nature of Agreement

- i This Licence is personal to the Licensee and the Licensee shall not assign, mortgage, charge or sub-licence any of the rights hereunder without the prior permission of the Licensor.
- ii This Agreement shall be governed and construed in all respects in accordance with the laws of England.

IN WITNESS WHEREOF the parties have caused this agreement consisting of this page, the previous three pages and the Schedule (consisting of 27 pages) annexed hereto to be executed the day and year first written above.

Signed for and on and behalf of BRITISH POLYTHENE LIMITED (the Licensor)

By: David G Duthie

Name: DAVID G DUTHIE

Title: DIRECTOR

In the presence of: R. B. Rooksbank

Name: R. B. BROOKSBANK

Address: 96, PORT GLASGOW ROAD, GREENOCK
PA15 24L

Signed for and on and behalf of COMBIPAC BV (the Licensee)

By: Michael Muxika

Name: MICHAEL MUXIKA

Title: DIRECTOR

In the presence of: R.H.M. Koopman

Name: R.H.M. KOOPMAN

Address: B.P. COMBIPAC HAROENBERG-NL

SCHEDULE

<u>Trade Mark</u>	<u>Country</u>	<u>Regn/ Appl No.</u>	<u>Renewal Date</u>	<u>Classes</u>	<u>Goods</u>
SILOTITE	United States Of America	1666730	03/12/2011	17	Stretch film for wrapping crop bales.