# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	03/24/2000

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Fiber-Lam, Inc.		03/24/2000	CORPORATION: VIRGINIA

#### **RECEIVING PARTY DATA**

Name:	Tyco Plastics Services AG	
Street Address:	Bachnhofstrasse 29	
City:	Schaffhausen	
State/Country:	SWITZERLAND	
Entity Type:	CORPORATION: SWITZERLAND	

## PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	2313564	ENERGY- WRAP INFILTRATION BARRIER
Registration Number:	1488462	ENERGY-BRACE

### **CORRESPONDENCE DATA**

Fax Number: (609)720-5432

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 609-720-5466

Email: bjackson@tpa.tyco.com Correspondent Name: Barbara J. Jackson Address Line 1: 7 Roszel Road

1st Floor Address Line 4: Princeton, NEW JERSEY 08540

DOMESTIC REPRESENTATIVE

Address Line 2:

Daniel N. Daisak, Esq. Name:

Address Line 1: 7 Roszel Road

**REEL: 003143 FRAME: 0535** 

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Address Line 2: 1st Floor Address Line 4: Princeton, NEW JERSEY 08540			
NAME OF SUBMITTER:	Daniel N. Daisak		
Signature:	/dnd39160/		
Date:	08/19/2005		
Total Attachments: 4 source=Fiber Lam IP Agreement Trunc#page1.tif source=Fiber Lam IP Agreement Trunc#page2.tif source=Fiber Lam IP Agreement Trunc#page3.tif source=Fiber Lam IP Agreement Trunc#page4.tif			

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### INTELLECTUAL PROPERTY PURCHASE AGREEMENT

THIS INTELLECTUAL PROPERTY PURCHASE AGREEMENT (this "Agreement"), dated as of March 24, 2000, is made and entered into by and between Fiber-Lam, Inc., a Virginia corporation (the "Seller"), and Tyco Plastics Services AG, a Swiss corporation (the "Purchaser").

## WITNESSETH: That

WHEREAS, the Seller, Tyco F-L Acquisition Corp., a Virginia corporation ("Tyco"), Georgia Packaging, Inc., a Delaware corporation ("Parent") and Victor G. DeNunzio, in his capacity as representative of the shareholders of the Seller (the "Shareholders' Representative"), have entered into an Agreement and Plan of Merger, dated as of February 25, 2000, (the "Merger Agreement"), pursuant to which the Seller is to be merged with and into Tyco (the "Merger") with Tyco as the surviving corporation, and;

WHEREAS, the Seller desires to transfer its intellectual property rights used in connection with the operation of the Seller to the Purchaser, and the Purchaser desires to acquire such rights, immediately prior to the effective time of the Merger, all in accordance with the provisions, terms and conditions hereinafter set forth:

NOW THEREFORE, in consideration of the premises and of the representations, warranties, covenants and agreements contained herein, the parties hereto hereby agree as follows:

1. <u>Definitions</u>. Capitalized terms used herein and not otherwise defined herein shall have, for purposes hereof, their respective meanings set forth in the Merger Agreement. If there is any conflict or inconsistency between the terms of the Merger Agreement and this Agreement,

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REEL: 003143 FRAME: 0537

this Agreement shall prevail. For purposes of this Agreement the following terms when used herein shall have the meanings given to them below in this section.

- (a) "Assumed Liabilities" shall mean all claims, liabilities and obligations (contractual and other) of the Seller to the extent relating to the Intellectual Property Rights incurred or arising at any time other than the Retained Liabilities (as hereinafter defined).
- (b) "Intellectual Property Rights" shall mean all United States and foreign patents, reissues, reexaminations, continuations, divisions, continuation in part, patent applications, including licenses, trademarks (whether registered or unregistered), service marks, trade names (including, without limitation, the names "Energy-Brace" and "Energy-Wrap"), common law marks, and all variations, brand names, logos, copyrights and any applications therefor, and any other proprietary rights, including, without limitation, know-how, inventions, discoveries and improvements, shop rights, processes, methods and formulae, trade secrets, product drawings, specifications, designs and other technical information owned or held by, licensed to the Company or in which the Company has rights, and used in connection with the operation of the Seller and each of its subsidiaries, together with all of the goodwill associated with the foregoing (collectively, the "Intellectual Property Rights").
- (c) "Retained Liabilities" shall mean all tax liabilities arising from the sale of the Intellectual Property Rights and in respect of any profits accruing or transactions or circumstances occurring up to and including the Closing Date.
- 2. <u>Transfer of Assets; Assumption of Liabilities</u>. On the terms and subject to the conditions hereinafter set forth, on the Closing Date:
- (a) The Seller shall sell and the Purchaser shall purchase all of the Intellectual Property Rights; and

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement the day and year first above written.

FIBER-LAM, INC. (Seller)

Name: Victor G. DeNunzio

Title: President

TYCO PLASTICS SERVICES AG (Purchaser)

Name: M. Brian Moroze

Title: Authorized Representative

# SCHEDULE A

TRADEMARK NAME

REGISTRATION NO.

ENERGY-WRAP

2313564

**ENERGY-BRACE** 

1488462

TRADEMARK REEL: 003143 FRAME: 0840

**RECORDED: 08/19/2005**