

07-06-2005

FORM PTO-1594 (Substitute)

RECOR



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

To the Director of the U.S. Patent and Trademark Office 103034695 documents or copy thereof.

1. Name of conveying party(ies):  
Matthews International Corporation

Individual                       Association  
 General Partnership         Limited Partnership  
 Corporation-State  
 Other: \_\_\_\_\_

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

2. Name and address of receiving party(ies):

Name: Matthews Resources, Inc.

Address: 204 Weldin Building  
3411 Silverside Road

City: Wilmington State: Delaware Zip: 19810

3. Nature of conveyance:

Assignment                       Merger  
 Security Agreement         Change of Name  
 Other \_\_\_\_\_

Execution Date: June 1, 2000

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

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 trademark registration number(s)

A. Trademark Application No(s).  
76/412,805

B. Trademark Registration No(s).  
1

Additional numbers attached?  Yes  No

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

Name: Frederick H. Colen  
REED SMITH LLP

Address: P.O. Box 488

City: Pittsburgh State: PA Zip: 15230

6. Total number of applications and registrations involved: \_\_\_\_\_

7. Total fee (37 CFR 2.6(b)(6)): \$ 40

Enclosed  
 Authorized to be charged to deposit account \_\_\_\_\_  
 Charge any deficiency to deposit account

8. Deposit account number:  
18-0582

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature  
*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true and correct copy of the original document.*

Frederick H. Colen                      [Signature]                      June 29, 2005  
 Name of Person Signing                      Signature                      Date

Total number of pages including cover sheet, attachments, and document: 7

Mail documents to be recorded with required cover sheet information to:  
 Mail Stop Assignment Recordation Services, Director of the U.S. Patent and Trademark Office,  
 P.O. Box 1450, Alexandria, VA 22313-1450

07/05/2005 ECDDPER 00000041 76412805  
 01 FC:8521                      40.00 DP

## CONTRIBUTION AND ASSIGNMENT

THIS CONTRIBUTION AND ASSIGNMENT (this "Assignment"), dated and effective on June 1, 2000, is made and entered into by MATTHEWS INTERNATIONAL CORPORATION, a Pennsylvania corporation ("Assignor"), to and for the benefit of MATTHEWS RESOURCES, INC., a Delaware corporation ("Assignee").

WHEREAS, to centralize management and administration of the intellectual property currently held by Assignor; to enable Assignor to more accurately assess the performance and value of its various operations apart from the value added by its intellectual property; to hold, manage, protect, defend and enhance the value of such intellectual property; to create an asset management company in the United States in order to analyze the performance of such valuable intellectual property; to isolate intellectual property ownership into a separate legal entity to provide efficiencies within the Assignor's current organizational structure; to align the Assignor's assets and personnel, intellectual property and financial resources in order to focus the organization on its long-term business strategy; to impose on the Assignor financial burdens similar to that of other competitors; to protect Assignor in the event of a hostile takeover attempt; to provide a centralized system to deal with the intellectual property on a worldwide basis; to avoid conflicts between maximizing the value of the intellectual property and operational strategies by segregating the management of intellectual property from Assignor's other operations; and to allow the future licensing of the intellectual property;

WHEREAS, for such good and valid business purposes, including those listed above, Assignor determined it would be in its best interests to transfer all the intellectual property of Assignor to a new wholly-owned subsidiary;

WHEREAS, Assignor incorporated Assignee on March 30, 2000, as a wholly-owned subsidiary for good and valid business purposes, including those listed above; and

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to legally bound hereby, Assignor does hereby absolutely and unconditionally assign, transfer, set over and deliver to Assignee all of Assignor's rights, titles and interests in and to the following (collectively, the "Assigned Properties"):

All the intellectual property, including without limitation: all inventions, know-how and technology, whether patentable or not; all patents and patent applications, including without limitation those listed on Exhibit A attached hereto and made a part hereto; all trade secrets and proprietary data; all intellectual property related agreements and licenses, and all intellectual property identified in those agreements and licenses; all trademarks, service marks and trade names and applications therefore, including without limitation those listed on Exhibit A attached hereto and made a part hereto, and all goodwill associated with such trademarks, service marks and trade names; and all copyright rights whether registered or not including without limitation those copyright registrations listed on Exhibit A attached hereto and made a part hereto; provided, however, that any such item shall not be assigned to the extent that such assignment would violate its terms and/or require consent by another party if such consent was not timely obtained by Assignor or is prohibited by law, except that if such consent or approval is obtained within 180 days hereof such item shall be assigned as provided herein on the date such consent or approval is obtained;

TO HAVE AND TO HOLD unto Assignee and Assignee's successors and assigns forever.

AND Assignor further agrees with Assignee as follows:

1. The person executing this Assignment has the authority to execute and deliver this Assignment. This Assignment constitutes the legal, valid and binding obligation of Assignor, enforceable in accordance with its terms. Assignor is the true and lawful owner of each of the Assigned Properties and will warrant and defend the title of said Assigned Properties against the lawful claims and demands of every kind or type of all persons whomsoever.
2. If, after the date of transfer of the Assigned Properties, Assignee reasonably determines that items of property or other rights necessarily related or ancillary to the Assigned Properties were not transferred to Assignee, then, upon the request of Assignee, Assignor shall cooperate with Assignee and use commercially reasonable efforts to assign to Assignee such items of property or other rights.
3. The provisions of this Assignment are intended to be severable. If any provision of this Assignment shall be held invalid or unenforceable, in whole or in part, such provision shall be ineffective to the extent of such invalidity or unenforceability without in any manner affecting the validity or enforceability of any other provision of this Assignment.
4. This Assignment shall be governed by the laws of the Commonwealth of Pennsylvania, without regard to conflict of laws rules.



