

Form PTO-1594 (Rev. 03/01) OMB No. 0851-0027 (exp. 5/31/2002)

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

Tab settings

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

1. Name of conveying party(ies):

PACTIV CORPORATION 1900 West Field Court Lake Forest, IL 60046

- Individual(s) Association General Partnership Limited Partnership Corporation-Delaware Other

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: January 30, 2001

2. Name and address of receiving party(ies)

Name: TYCO PLASTICS SERVICES AG

Internal Address:

Street Address: Schwerlstrasse 9

City: Schaffhausen Country: CH Zip: 8201

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Switzerland 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) 2510033

Additional number(s) attached Yes No

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

Name: Moser IP Law Group

Internal Address:

Street Address: 1040 Broad Street

2nd Floor

City: Shrewsbury State: NJ Zip: 07702

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 3.41).....\$ 40.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

50-3562

DO NOT USE THIS SPACE

9. Signature.

Ann M. LaFeir, Reg. No. 57,868 Name of Person Signing

Signature

Jan. 25, 2007 Date

Total number of pages including cover sheet, attachments, and document: 5

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

CH \$40.00 503562 2510033

**TYCO/PACTIV IP ASSIGNMENT**

This ASSIGNMENT, effective as of January 26, 2001, between, PACTIV CORPORATION, formerly Tenneco Packaging Inc., a Delaware corporation with principal offices at 1900 West Field Court, Lake Forest, IL 60046 ("Assignor") and TYCO PLASTICS SERVICES AG, a Swiss corporation located at Schwertstrasse 9, CH-8201 Schaffhausen Switzerland ("Assignee").

WHEREAS, Assignor entered into an Asset Purchase Agreement with TYCO GROUP S.a.r.l., a Luxembourg company ("Tyco Group"), dated as of December 20, 2000 (the "APA") wherein Tyco Group agreed to purchase certain assets of Assignor, including the entire right, title, and interest in and to the United States, Canadian and Mexican patents listed Schedule A and the U.S. and Canadian trademarks in Schedule B.

Whereas, Tyco Group has assigned to Assignee all of Tyco Group's rights under the APA in the intellectual property (IP) identified in the schedules hereto.

NOW, THEREFORE, for the good and valuable consideration paid at the time of the APA, the receipt of which is hereby again acknowledged, Assignor by these presents, does hereby sell, assign, and transfer to Assignee, its successors and assigns, the entire right, title, and interest in and to:

1. the patents listed in Schedule A, including all reissues, reexaminations, divisions, continuations, continuations-in-part, refiles and extensions thereof, and the inventions disclosed or disclosed and claimed herein to be held and enjoyed by Assignee and sublicensees as fully and entirely as it would have been held and enjoyed by Assignor if this sale and assignment had not been made, including all claims, demands, and right of recovery that Assignor has or may have in profits and damages for past and future infringements if any, and all rights to compromise, sue for, and collect such profits and damages, and the right to seek and obtain injunctive relief.
2. Assignor's right, title and interest in all technology, know-how, technical information, inventions, research records, and other documentation, formula, processes, techniques, technical information, manufacturing and engineering drawings and information and trade secrets which are used in or relate to the Business

## IP Assignment

Page 2 of 3

3. to the trademarks listed in Schedule B and any, registered and unregistered trademarks, trade names, trade dress, service marks, logos, slogans, copyrights, and applications therefore (including all license with respect thereto) which are used in the Business including without limitation, those which are listed in Schedule B, together with the goodwill of the Business, to be held and enjoyed by Assignee and sublicensees as fully and entirely as it would have been held and enjoyed by Assignor if this sale and assignment had not been made, including all claims, demands, and right of recovery that Assignor has or may have in profits and damages for past and future infringements if any, and all rights to compromise, sue for, and collect such profits and damages, and the right to seek and obtain injunctive relief.

Assignor warrants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with the assignments and sale pursuant to this IP Assignment.

Assignor covenants that it will procure any consent or agreement of any third party that is required to enable Assignor or any relevant Affiliate to assign or transfer any of the IP to Assignee.

Assignor further covenants that it will, upon Assignee request, promptly execute and deliver to Assignee or its legal representative any and all paper or instruments required to maintain and enforce the Assigned IP, which may be necessary or desirable to carry out the purposes hereof.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed by their duly authorized representatives as of the last date written below.

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IP Assignment

Page 3 of 3

TYCO PLASTICS SERVICES AG

By: F. Brad Salcedo

Title: F. Brad Salcedo  
Chief Executive Officer

Date: 24.01.01

**Legalization**

Notarization: (Beglaubigung)

Seen for legalization of the signature  
of Mr. F. Brad Salcedo

Schaffhausen. 01/24/2001



Town Chancery Schaffhausen

B. Hollmann  
Barbara Baumann

PACTIV CORPORATION

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

State of Illinois )  
) ss.  
County of Lake )

On this 26th day of January, 2000, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_, known to me to be the \_\_\_\_\_ (title) of PACTIV CORPORATION and the person who signed this instrument, and who acknowledged that he signed this instrument as the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute this instrument and in fact executed this instrument on behalf of the corporation.

Notary: \_\_\_\_\_

My Commission Expires:

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