

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Brit, LLC		02/20/2007	LIMITED LIABILITY COMPANY: MICHIGAN
RECEIVING PARTY DATA			
Name:	Alpha Packaging (Michigan) Inc.		
Street Address:	1555 Page Industrial Boulevard		
City:	St. Louis		
State/Country:	MISSOURI		
Postal Code:	63132		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78008188	QUALITY CONTAINER	
CORRESPONDENCE DATA			
Fax Number:	(919)834-4564		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(919) 828.0564		
Email:	trademarks@parkerpoe.com		
Correspondent Name:	Parker Poe Adams & Bernstein LLP		
Address Line 1:	150 Fayetteville Street Mall		
Address Line 2:	Suite 1400, P.O. Box 389		
Address Line 4:	Raleigh, NORTH CAROLINA 27602-0389		
ATTORNEY DOCKET NUMBER:	100687		
NAME OF SUBMITTER:	James A. Thomas		
Signature:	/jat/		

OP \$40.00 78008188

Date:

03/14/2007

Total Attachments: 6

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ASSIGNMENT

THIS ASSIGNMENT, entered into as of the date of last signature below, is between the following parties:

Brit, LLC, a limited liability company of the State of Michigan with its principal address at 1236 Watson, Ypsilanti, Michigan 48198 (hereinafter "Assignor"); and Alpha Packaging (Michigan) Inc., a corporation of the State of Delaware with its principal address at 1555 Page Industrial Boulevard, St. Louis, Missouri 63132 (hereinafter "Assignee");

WHEREAS, Assignor, is the owner of the patents and trademark registrations attached to this Assignment as Appendix 1 and incorporated herein, which are registered in the United States Patent and Trademark Office (hereinafter "Patent and Trademark Rights"); and

WHEREAS, pursuant to that certain Asset Purchase Agreement dated December 22, 2006, between Assignee, Alpha Plastics, Inc., a Missouri corporation ("Buyer"), and the other parties identified therein (the "Agreement"), Assignor has agreed to transfer to Buyer all of Assignor's rights, title and interest in and to the Patent and Trademark Rights, together with the goodwill of the business in connection with which the Patent and Trademark Rights are used; and

WHEREAS, pursuant to an Assignment and Assumption of Asset Purchase Agreement dated as of the date hereof between Buyer and Assignee, Buyer has assigned all of its rights and obligations under the Agreement, including the right to acquire the Patent and Trademark Rights, to Assignee;

WHEREAS, Assignor and Assignee want to confirm this assignment for purposes of filing the same with the United States Patent and Trademark Office.

NOW THEREFORE, the parties agree as follows:

Assignor, in consideration of payment by Assignee of one dollar (\$1.00) and other good and valuable consideration, assigns and conveys all of its right, title, and interest in the Patent and Trademark Rights to Assignee, together with the goodwill of the business symbolized by the Patent and Trademark Rights, all income, royalties, damages and payment now or hereafter due or payable with respect thereto, and all causes of action (either in law or in equity) and the right to sue, counterclaim, and recover for past, present and future infringement of the rights assigned or to be assigned under this Assignment.

Assignor agrees to execute further papers and to do such other acts as may be necessary to carry out the intent and purposes of this Assignment and vest full right, title and interest in and to the Patent and Trademark Rights in Assignee, including, without limitation, execution of powers of attorney as may be necessary for Assignee's agents to record this Assignment or any other document evidencing the transfer of the Patent and Trademark Rights. Assignor acknowledges and agrees that Assignee shall record this Assignment (or such suitable short form assignment or notice as may be applicable) with the United States Patent and Trademark Office to change the owner and address of record for the Patent and Trademark Rights and shall take

such other action as may be advisable to ensure that all correspondence regarding the Patent and Trademark Rights will be sent to Assignee.

IN WITNESS WHEREOF, this Agreement is executed below by an authorized representative of each party.

(Assignor)

BRIT, LLC

By:  (seal)

Name: _____

Title: _____

Dennis Nystrom
Chief Executive Officer

Agreed to and accepted:

(Assignee)

ALPHA PACKAGING (MICHIGAN) INC.

By: _____ (seal)

Name: _____

Title: _____

such other action as may be advisable to ensure that all correspondence regarding the Patent and Trademark Rights will be sent to Assignee.

IN WITNESS WHEREOF, this Agreement is executed below by an authorized representative of each party.

(Assignor)

BRIT, LLC

By: _____ (seal)

Name: _____

Title: _____

Agreed to and accepted:

(Assignee)

ALPHA PACKAGING (MICHIGAN) INC.

By:  (seal)

Name: Daniel's Creston

Title: COO

ACKNOWLEDGEMENT (ASSIGNOR)

WASHTENAW County
MICHIGAN

I certify that the following person(s) personally appeared before me this day, and (I have personal knowledge of the identity of the principal(s)) (I have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a driver's license (a credible witness has sworn to the identity of the principal(s)); each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: DENNIS NYSTROM.

Date: 2/20/2007

Cecilia A. Jacobson
(Official Signature of Notary)

_____, Notary Public
CECILIA A. JACOBSON, NOTARY PUBLIC
OAKLAND COUNTY, STATE OF MICHIGAN

(Official Seal)

My Commission expires: _____
MY COMMISSION EXPIRES: 9/20/08
ACTING IN WASHTENAW COUNTY

ACKNOWLEDGEMENT (ASSIGNEE)

_____ County

I certify that the following person(s) personally appeared before me this day, and (I have personal knowledge of the identity of the principal(s)) (I have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a _____ (a credible witness has sworn to the identity of the principal(s)); each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: _____.

Date: _____

(Official Signature of Notary)
_____, Notary Public

(Official Seal)

My Commission expires: _____

ACKNOWLEDGEMENT (ASSIGNOR)

_____ County

I certify that the following person(s) personally appeared before me this day, and (I have personal knowledge of the identity of the principal(s)) (I have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a _____ (a credible witness has sworn to the identity of the principal(s)); each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: _____.

Date: _____

(Official Signature of Notary)

_____, Notary Public

(Official Seal)

My Commission expires: _____

ACKNOWLEDGEMENT (ASSIGNEE)

St. Louis County
MISSOURI

I certify that the following person(s) personally appeared before me this day, and (I have personal knowledge of the identity of the principal(s)) (I have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a DRIVERS LICENSE (a credible witness has sworn to the identity of the principal(s)); each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: AGREE

Date: 2/16/07

Roy W. Allen Jr.
(Official Signature of Notary)

Roy W. Allen Jr., Notary Public

(Official Seal)



ROY W. ALLEN, JR.
My Commission Expires
April 4, 2009
St. Charles County
Commission #05530012

My Commission expires: 4/4/09

APPENDIX 1 – Patent and Trademark Rights

U.S. Patents

Patent No.	Inventor	Title	Issue Date
6,375,890 B1	Tony Salemi	Modified Plastic Bottle Injection Blow-Molding Apparatus and Process	April 23, 2002
D453,357 S	Robert D. Salemi, Dennis J. Tate	Concealed Fake Security Tag on a Bottle	Feb. 5, 2002
5,840,350	Tony Salemi	Modified Plastic Bottle Injection Blow-Molding Apparatus and Method	Nov. 24, 1998
5,524,782	Tony Salemi	Bottle Improvement for Shrink Banded Caps	June 11, 1996

U.S. Trademark Registration

Serial No.	Mark	Registration No.	Registration Date
78008188	QUALITY CONTAINER	2469858	July 17, 2001