

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Oliver Acquisition Corp.		05/31/2007	CORPORATION: DELAWARE
Oliver Products Company		05/31/2007	CORPORATION: MICHIGAN
Oliver Medical, LLC		05/31/2007	LIMITED LIABILITY COMPANY: DELAWARE
Oliver Food Packaging, LLC		05/31/2007	LIMITED LIABILITY COMPANY: DELAWARE
Oliver Food Equipment, LLC		05/31/2007	LIMITED LIABILITY COMPANY: DELAWARE
Oliver Food Products International, Inc.		05/31/2007	CORPORATION: MICHIGAN

**RECEIVING PARTY DATA**

<b>Name:</b>	M&I Marshall & Ilsley Bank
<b>Street Address:</b>	770 North Water Street
<b>City:</b>	Milwaukee
<b>State/Country:</b>	WISCONSIN
<b>Postal Code:</b>	53202
<b>Entity Type:</b>	Wisconsin Banking Corporation: WISCONSIN

**PROPERTY NUMBERS Total: 15**

Property Type	Number	Word Mark
Registration Number:	1207215	OLIVER
Registration Number:	1207893	OLIVER
Registration Number:	1239195	OLIVER
Registration Number:	1850315	DOT COAT
Registration Number:	1928058	VARISLICER
Registration Number:	3042202	AD LID
Serial Number:	76575838	ARTISAN

CH \$390.00 1207215

Serial Number:	76594272	DELIVERS PEACE OF MIND, FROM KITCHEN TO TABLE
Registration Number:	3051809	HOT SHEET
Serial Number:	76616045	OSURANCE
Serial Number:	76620104	OVANTEX
Serial Number:	76627376	ONLY OLIVER
Serial Number:	76627359	OLIVER MEDICAL
Serial Number:	76256143	X-HALE
Serial Number:	77100313	SPEEDSEAL

**CORRESPONDENCE DATA**

Fax Number: (414)298-8097  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 414-298-1000  
Email: klee@reinhartlaw.com  
Correspondent Name: Kent A. Lee  
Address Line 1: 1000 North Water Street  
Address Line 2: Suite 2100  
Address Line 4: Milwaukee, WISCONSIN 53202

NAME OF SUBMITTER:	Kent A. Lee
Signature:	/Kent A. Lee/
Date:	06/15/2007

**Total Attachments: 18**  
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## GENERAL INTANGIBLES SECURITY AGREEMENT

THIS GENERAL INTANGIBLES SECURITY AGREEMENT (the "Agreement"), is among OLIVER ACQUISITION CORP., a Delaware corporation ("Acquisition"), OLIVER PRODUCTS COMPANY, a Michigan corporation ("Oliver"), OLIVER MEDICAL, LLC, a Delaware limited liability company ("Medical Packaging"), OLIVER FOOD PACKAGING, LLC, a Delaware limited liability company ("Food Packaging"), OLIVER FOOD EQUIPMENT, LLC, a Delaware limited liability company ("Food Equipment") and OLIVER PRODUCTS INTERNATIONAL, INC., a Michigan corporation ("International"), as assignors (Acquisition, Oliver, Medical Packaging, Food Packaging, Food Equipment and International are sometimes referred to herein as a "Grantor" and collectively as the "Grantors"), to M&I MARSHALL & ILSLEY BANK, as assignee, in its capacity as agent for the Benefited Parties (as defined herein) (in such capacity, the "Agent").

### RECITALS

A. Pursuant to a Credit Agreement of even date herewith (such agreement, as amended, revised, supplemented or restated from time to time, the "Credit Agreement") among the Grantors, the several financial institutions from time to time party thereto (collectively, the "Lenders") and the Secured Party as agent for the Lenders, the Lenders have agreed to make available to the Grantors certain credit facilities and other financial accommodations pursuant to the terms and subject to the conditions set forth in the Credit Agreement.

B. The Grantors and the Swap Counterparties (as defined in that certain Security Agreement dated the date hereof from each Grantor to the Agent for the benefit of the Benefited Parties) may from time to time hereafter enter into Permitted Swap Agreements (as defined in the Credit Agreement).

C. The Issuing Bank (as defined in the Credit Agreement) may from time to time issue Letters of Credit (as defined in the Credit Agreement) at the request of the Grantors pursuant to the terms and subject to the conditions set forth in the Credit Agreement.

D. The term "Obligations" (as referred to hereinafter) is used herein in its most comprehensive sense and shall have the meaning assigned it in the Credit Agreement.

E. The Agent and the other Benefited Parties wish to secure the payment and performance in full of all of the Obligations;

NOW, THEREFORE, in consideration of the premises, the parties hereto agree as follows:

## AGREEMENTS

1. Granting Clauses. To secure the complete and timely satisfaction of all of Obligations to the Benefited Parties and to further evidence Agent's security interest in the General Intangibles (as defined below), each Grantor hereby irrevocably mortgages and pledges unto and creates a first priority security interest in for the benefit of Agent, for the benefit of the Benefited Parties, with full power of sale upon the occurrence of any Event of Default that is continuing, all of such Grantor's right, title and interest in and to:

(a) The United States patents and applications for patent (including divisionals, continuations, reissues or reexaminations thereof), of such Grantor described in Exhibit A hereto, and the patents and applications for patent (including divisionals, continuations, reissues or reexaminations thereof) of such Grantor in other countries described in Exhibit B hereto, and all other United States and foreign patents and applications for patent (including divisionals, continuations, reissues or reexaminations thereof) of such Grantor now existing or hereafter filed or acquired;

(b) The inventions disclosed and/or claimed in all of the said United States and foreign patents and applications for patent, and all other proprietary inventions now owned by such Grantor or hereafter made, created or acquired by or for such Grantor whether or not any of said inventions are patentable;

(c) All other applications for patent or like protection on any of said inventions that have now or may in the future be filed by such Grantor, or by the assignors of the rights to said inventions to such Grantor, whether in the United States or in any other country or place anywhere in the world;

(d) All other patents or like protection that have been or may in the future be granted on any of the aforesaid inventions and/or applications to such Grantor, or to any assignor of the rights to any such invention to such Grantor, whether in the United States or in any other country or place anywhere in the world;

(e) The United States copyright registrations and applications for copyright registrations of such Grantor described in Exhibit A hereto and the copyright registrations and applications for copyright registration of such Grantor in other countries described in Exhibit B hereto and all other copyrights, copyright registrations and copyright applications of such Grantor, now existing or hereafter acquired, whether or not the underlying works of authorship have been published and whether said copyrights are statutory or arise under the common law, and all works of authorship and other intellectual property rights now owned or hereafter created by or for, or acquired by such Grantor, whether in the United States or in any other country or place anywhere in the world;

(f) The United States and state registered trademarks, trade names and service marks of such Grantor described in Exhibit A hereto and the goodwill of such Grantor's business symbolized thereby, and applications for registrations of trademarks, trade names and service marks of such Grantor described in Exhibit A hereto and the goodwill of such Grantor's business symbolized thereby, and the trademarks, service marks and applications for registrations of trademarks, trade names and service marks of such Grantor in other countries described in Exhibit B hereto and the goodwill of such Grantor's business symbolized thereby, and all other trademarks, trade names and service marks and applications to register the same of such Grantor, whether registered or unregistered and wherever registered, now existing or hereafter arising, created or acquired by such Grantor, whether in the United States or in any other country or place anywhere in the world;

(g) All renewals, reissues, divisions, continuations (in whole or in part), renewals, extensions or the like, and all income, royalties, damages and payments now or hereafter due with respect to any patents, trademarks, service marks, trade names and like protection, including without limitation, those obtained or permissible under past, present and future laws and statutes of the United States, any state or any other country or place anywhere in the world;

(h) All rights of action on account of past, present, and future unauthorized use of any of said patent inventions, copyrights, trademarks, trade names on service marks, and for infringement of said patents, inventions, copyrights, trademarks, trade names, service marks and like protection;

(i) The right to file and prosecute applications for Patents, and for registration of trademarks, trade names and service marks on any of said inventions, trademarks, trade names and service marks, or for similar intellectual property in the United States or any other country or place anywhere in the world;

(j) The entire goodwill of the business of such Grantor connected with and symbolized by the trademarks, trade names and the other general intangibles of such Grantor;

(k) All of such Grantor's trade names, customer lists, trade secrets, corporate and other business records, license rights, advertising materials, operating manuals, methods, processes, know-how, sales literature, drawings, specifications, descriptions, inventions, name plates, catalogs, supplier contracts, confidential information, consulting agreements, engineering contracts, rights to use product names or labels, formulas and all other assets which uniquely reflect the goodwill of the business of such Grantor to which said general intangibles relate; and

(l) All of the proceeds of any of the foregoing (the intangible assets enumerated in Sections 1(a) through and including 1(k) are hereinafter collectively referred to as the "General Intangibles").

TO HAVE AND TO HOLD the foregoing General Intangibles unto Agent, its successors and assigns, for the benefit of the Benefited Parties, forever in accordance with the terms and conditions set forth herein; provided, however, that the Credit Agreement and the mortgage, lien and security interest in the General Intangibles granted Agent hereunder shall terminate if the Lenders' commitments to lend shall have been terminated and all Permitted Swap Agreements and Letters of Credit shall have been terminated or expired and the Grantors shall absolutely and irrevocably pay in full and satisfy all of the Obligations and all financial arrangements between the Grantors and Agent shall have been terminated.

2. Rights and Remedies. Each Grantor agrees in addition to the rights and remedies given to Agent under the Credit Agreement, upon the occurrence of any Event of Default that is continuing, Agent shall have the rights and remedies of a secured party under the Uniform Commercial Code, under other applicable law, and under this Agreement including the power to sell, assign and convey the General Intangibles, in whole or in part, for cash or on credit, at public sale or private sale and in whatever way the Agent shall deem appropriate. Notice of any public sale of the General Intangibles, or the time after which a private sale may be made, shall be given at least thirty (30) days in advance. At any sale (except a private sale), the Agent may bid for and purchase the General Intangibles. Upon the occurrence of any Event of Default that is continuing, the Grantors shall, at Agent's request, execute and deliver to Agent an assignment in a form acceptable to Agent, whereby the Grantors shall assign the General Intangibles to either Agent or a third party, at Agent's discretion. Upon the occurrence of any Event of Default that is continuing, each Grantor hereby authorizes and empowers Agent to make, constitute and appoint any officer or agent of Agent as Agent may select, in its exclusive discretion, as such Grantor's true and lawful attorney-in-fact, with the power to endorse such Grantor's name on all applications, documents, papers and instruments, as may be necessary for Agent to have the full benefit of this Agreement, including, but not limited to, the full right to use the General Intangibles described herein, or to grant or issue any exclusive or non-exclusive license under such General Intangibles to anyone else, or as may be necessary for Agent to assign, pledge, convey or otherwise transfer title in and to or otherwise dispose of the General Intangibles. Each Grantor hereby ratifies all acts that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until such time as all Obligations have been fully paid, the Lenders' commitments to lend shall have been terminated and all Permitted Swap Agreements and Letters of Credit shall have been terminated or expired and satisfied and all financial arrangements between the Grantors and the Benefited Parties shall have been terminated.

3. Agent's Waivers. Agent shall have no obligation or responsibility to protect or defend the General Intangibles or the right to use thereof, and each Grantor shall, at its own expense, take such actions as may be necessary to protect, defend and maintain the same. The Grantors shall forthwith advise Agent in writing of material infringements or unauthorized uses of the General Intangibles detected by any Grantor. Upon the occurrence and continuation of an Event of Default that is continuing, or if any Grantor fails to comply with the foregoing, Agent may but shall not be required to take reasonable action deemed appropriate by it to protect, defend and maintain the General Intangibles. Any such actions may be taken by Agent in a Grantor's name to the extent permitted by law, and each Grantor hereby agrees, upon demand, to reimburse Agent for costs and expenses incurred in taking any such action.

4. Subsequently Acquired General Intangibles. If, before the Obligations are paid and satisfied in full, any Grantor acquires, develops or otherwise obtains rights to any General Intangibles of the types described in Section 1 hereof, the provisions of this Agreement shall automatically apply thereto and the Grantors shall give Agent prompt notice thereof in writing. Each Grantor authorizes Agent to modify this Agreement by amending any applicable Schedule to include any subsequently acquired or developed General Intangibles.

5. Subsequent Assurances. Each Grantor further agrees and covenants that it will, at its own expense, execute all papers and perform such other acts as may be reasonably necessary to give Agent the full benefit of this Agreement.

6. Representations, Warranties and Covenants. Each Grantor hereby represents, warrants and covenants as follows:

(a) The patents, copyrights, trademark, trade names and service marks, and applications therefor, set forth in the Schedules hereto constitute all of the patents, copyrights, trademarks, trade names and service marks, and applications therefor, owned by the Grantors.

(b) Except for the security interest granted Agent hereby, the Grantors are and will continue to be the owners of all of the General Intangibles free and clear of any adverse claim, security interest, license or encumbrance of any person other than Agent and Permitted Liens (as defined in the Credit Agreement).

(c) such Grantor has the full right and power to execute this Agreement and grant the mortgage, pledge and security interests in its General Intangibles made hereby.

(d) Except as set forth on the attached Schedules, such Grantor has made no currently or prospectively effective assignment, transfer, license or agreement in

conflict herewith or constituting a present or prospective assignment or transfer of or encumbrance on any of the General Intangibles.

(e) Except financing statements filed or to be filed in respect to the security interest under this Agreement and other financing statements in favor of Agent or those financing statements filed with respect to Permitted Liens, there is no financing statement or other document or instrument now signed or on file in any public office covering any part of the General Intangibles, and so long as any of the Obligations remain outstanding, and all financial arrangements between or among the Grantors and Agent or any other Benefited Party shall not have been terminated, no Grantor will execute, and there will not be on file in any public office, any such financing statement or other document or instruments.

(f) All information furnished to Agent concerning the General Intangibles and proceeds thereof, or otherwise for the purpose of obtaining credit or an extension of credit, is or will be at the time the same is furnished, accurate and correct in all material respects.

(g) To the extent any of the General Intangibles constitutes, incorporates or is used in connection with any software programs or computer based applications, Grantor agrees to deliver to Agent a copy (on diskette or other tangible medium satisfactory to Agent) of the source code for such software and/or computer applications, other than software or computer applications of general application for which Grantor does not have the source code, upon request and at no charge to Agent.

7. Prosecution of General Intangibles. Until this Agreement terminates as provided in Section 1 hereof, the Grantors shall diligently file and prosecute any continuations, continuations-in-part, applications for reissue, applications for certificate of correction, affidavits of use, proofs of use, renewals and like matters, as are in the Grantor's best business interests, and the Grantors shall bear the entire cost of all such filings and proceedings. The Grantors agree to retain a licensed patent attorney or an experienced copyright and trademark attorney, as appropriate, for the filing and prosecution of all such applications and other proceedings.

8. Payments of Fees. Except in connection with an abandonment or forfeiture permitted by Section 9 hereof, the Grantors agree to pay when due all fees, including license fees, taxes and other expenses which shall be incurred or which shall accrue with respect to any of the patents or patent applications, trademark registrations, trade name registrations, or trademark applications, service mark registrations and service mark applications, trade names, copyright registrations, copyright applications and know-how within the General Intangibles.

9. No Abandonment or Forfeiture. Except where (i) abandonment or forfeiture would be in the best business interests of a Grantor, or (ii) Agent has consented thereto in



writing (which consent shall not unreasonably be withheld), the Grantors shall not allow any trademark, trade name, service mark, or any application for trademark, trade name or service mark included within the General Intangibles to become abandoned, forfeited or dedicated to the public without the express written approval of Agent. If any pending or hereafter filed trademark, trade name, service mark or application for registration thereof, including renewal applications, has been finally rejected by the United States Patent and Trademark Office or any foreign patent or trademark office, the applicable Grantor may abandon the same after sixty (60) days prior written notice to Agent, which may thereafter at its own expense pursue administrative or judicial appeals. The Grantors shall cooperate in any such appeal.

10. Agent's Right to Preserve Collateral. Agent may, at its option, after the occurrence of an Event of Default that is continuing, but without obligation to do so, discharge taxes, liens, or security interests or other encumbrances at any time levied or placed upon those General Intangibles which are comprised of patents, trademarks, trade names or service marks, or registrations thereof owned or used by the Grantors (the "Relevant General Intangibles"), or pay for maintenance or otherwise preserve the Relevant General Intangibles, or pay any other reasonable fees, reasonable attorneys' fees or other expenses necessary to preserve and protect the rights conveyed, mortgaged and secured by the security interests hereby granted with respect to the Relevant General Intangibles. The Grantors hereby agree, upon demand, to reimburse Agent for all payments made by it under this Section 10.

11. Stand-By License. Each Grantor hereby grants to Agent an irrevocable perpetual and royalty-free license, effective upon the occurrence of an Event of Default that is continuing, to use or grant licenses relating to the General Intangibles, in Agent's reasonable discretion, for any of the following purposes: operating each Grantor's business, completing any work in progress of any Grantor, using or processing any inventory of any Grantor, repairing any goods manufactured by any Grantor, selling or marketing any goods of any Grantor or any goods manufactured from inventory or work in Progress of any Grantor, and any other purpose reasonably related to Agent's interests in the General Intangibles for the realization of the value thereof. The irrevocable license granted by this Section 11 shall be effective from the date hereof until all of the Obligations have been paid in full, the Lenders' commitments to lend shall have been terminated, all Permitted Swap Agreements and Letters of Credit shall have been terminated or expired and all other financial arrangements between the Grantors and Agent and/or any other Benefited Party shall have been terminated.

12. Control and Management. Agent shall permit each Grantor to control and manage the General Intangibles in the operation of its business including rights of manufacture, use and sale granted by said General Intangibles, to enforce rights under the General Intangibles, and to receive and use the income, revenue and profits arising from said General Intangibles and the proceeds thereof in the same manner and with the same

effect as if this Agreement had not been made so long as the Grantors have paid and satisfied when due the Obligations secured by this Agreement, no Event of Default has occurred and is continuing and Agent has not notified the Grantors that Agent intends to control and manage the General Intangibles, enforce rights under the General Intangibles, and to receive and use the income, revenue and profits arising from said General Intangibles and the proceeds thereof. The present grant to Agent of a lien, security interest and mortgage notwithstanding, the parties acknowledge that the Grantors are and shall remain the owners of the General Intangibles with full power to grant licenses, but any such license shall be approved by Agent in writing and be and remain subject to the terms and conditions hereof and the superior rights of Agent.

13. Marshalling, etc. Agent shall not be required to make any demand upon or pursue or exhaust any of its rights or remedies against any Grantor or others with respect to the payment of the Obligations, and shall not be required to marshal the General Intangibles or any other collateral granted as security for the Obligations or to resort to the General Intangibles on any other collateral granted as security for the Obligations in any particular order and all of the rights of the Agent hereunder shall be cumulative. To the extent that it lawfully may, each Grantor hereby waives and relinquishes the benefit and advantage of, and does hereby covenant not to assert against Agent, any valuation, stay, appraisal, extension or redemption laws now existing or which may hereafter exist which, but for this provision, might be applicable to any sale made under the judgment, order or decree of any court, or privately under the power of sale conferred by this Agreement or in respect of the General Intangibles. To the extent it lawfully may, without limiting the generality of the foregoing, each Grantor hereby agrees that it will not invoke or utilize any law which might cause delay in, or impede, the enforcement of Agent's rights under this Agreement, and hereby waives the same.

14. Application of Proceeds. The proceeds of all sales and collections hereunder, the application of which is not otherwise herein provided for, shall be applied as follows:

First, to the payment of the reasonable costs and expenses of such collection, sale or other realization, and all expenses, and advances made or incurred by Agent in connection therewith;

Second, to the payment in full of the Obligations in the manner set forth in the Credit Agreement; and

Third, to the payment to the Grantors, or their respective successors or assigns, or as a court of competent jurisdiction may direct, of any surplus then remaining from such proceeds which relate to the General Intangibles.

As used in this Section 14, "proceeds" shall mean cash, securities and other property realized in respect of, and distributions in kind of, General Intangibles, including

any thereof received under any reorganization, liquidation or adjustment of debt of a Grantor.

15. Course of Dealing. No course of dealing between any Grantor and Agent shall operate as a waiver of any rights of any of them under this Agreement or in respect of the General Intangibles or the Obligations. No delay or omission on the part of Agent in exercising any right under this Agreement in respect of the General Intangibles or any Obligations shall operate as a waiver of such right or any other right hereunder. A waiver on any one occasion shall not be construed as a bar to waiver of any right and/or remedy on any future occasion. No waiver, amendment to, or other modification of this Agreement shall be effective unless it is in writing and signed by Agent.

16. Discharge. If the Grantors shall absolutely, completely and irrevocably pay in full and satisfy the Obligations, the Lenders' commitments to lend shall have been terminated, all Permitted Swap Agreements and Letters of Credit shall have been terminated or expired and if all other financial arrangements between or among the Grantors and the Benefited Parties shall have been terminated, then this Agreement and the rights hereby granted shall cease and be void, and at the request of the Grantors, and at their expense, Agent shall release and discharge all of the General Intangibles without recourse against Agent and, to that end, shall execute and deliver to the Grantors, at the Grantors' own expense, such releases, reassignments, and other documents (or cause the same to be done) as the Grantors shall reasonably request, and Agent shall pay over to the Grantors any money and deliver to it any other property then held by it as General Intangibles (or cause the same to be done). The receipt of the Grantors for the General Intangibles so delivered shall be a complete and full acquittance therefor, and Agent shall thereafter be discharged from any liability or responsibility therefor.

17. [Reserved].

18. Choice of Law and Forum/Beneficiaries. THE VALIDITY, INTERPRETATION AN ENFORCEMENT OF THIS AGREEMENT SHALL BE GOVERNED BY THE INTERNAL LAWS OF THE STATE OF WISCONSIN (IRRESPECTIVE OF SUCH STATE'S RULES ON CONFLICTS OF LAWS) EXCEPT TO THE EXTENT EXPRESSLY SUPERSEDED BY FEDERAL LAWS. GRANTORS AND AGENT CONSENT TO THE PERSONAL JURISDICTION OF ANY STATE OR FEDERAL COURT IN MILWAUKEE COUNTY, WISCONSIN, REGARDING ANY CLAIMS ARISING, DIRECTLY OR INDIRECTLY, UNDER THIS AGREEMENT, AND WAIVE ANY OBJECTION BASED ON FORUM NON CONVENIENS AND TRIAL BY JURY. THIS AGREEMENT SHALL BE BINDING UPON THE GRANTORS, AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS; AND SHALL INURE TO THE BENEFIT OF AGENT, AND ITS SUCCESSORS AND ASSIGNS.

19. Miscellaneous. (a) This Agreement shall be deemed to have been made in the State of Wisconsin and shall be governed by the laws of the State of Wisconsin. The headings in this instrument are for convenience of reference only and shall not limit or otherwise affect the meaning of any provision hereof.

(b) All communications or notices required or permitted by this Agreement shall be in writing and shall be deemed to have been given or made when delivered in hand, or when deposited in the mail. Communications or notices shall be delivered personally or by certified or registered mail, postage prepaid, and addressed as follows, unless and until either of such parties notifies the other in accordance with this section of a change of address, to the parties and at the addresses set forth in the Credit Agreement.

(c) In the event that any provision hereof shall be deemed to be invalid by reason of the operation of any law or by reason of the interpretation placed thereon by any court, this Agreement shall be construed as not containing such provision, but only as to such locations where such law or interpretation is operative, and the invalidity of such provision shall not affect the validity of any remaining provision hereof, and any and all other provisions hereof which are otherwise lawful and valid shall remain in full force and effect.

[Signatures on following page]

IN WITNESS WHEREOF, this Agreement has been duly executed as of the day and year first above written.

M&I MARSHALL & ILSLEY BANK, as Agent

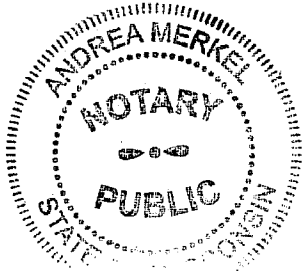
BY [Signature]  
Its Vice President

State of Wisconsin )  
                                  : SS  
Milwaukee County )


This instrument was acknowledged before me on May 31, 2007 by  
Robert A. Nielsen as Vice President of  
M&I Marshall & Ilsley Bank.

[Seal]


Andrea Merkel  
(  
Notary Public, State of Wisconsin  
My commission 4-18-10)



OLIVER ACQUISITION CORP.

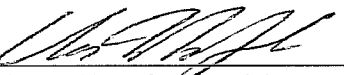
BY   
Clas Nilsoft, President and  
Chief Executive Officer

OLIVER PRODUCTS COMPANY

BY   
Clas Nilsoft, President and  
Chief Executive Officer


OLIVER MEDICAL, LLC

BY OLIVER PRODUCTS COMPANY,  
Sole Member

BY   
Clas Nilsoft, President and  
Chief Executive Officer


OLIVER FOOD PACKAGING, LLC

BY OLIVER PRODUCTS COMPANY,  
Sole Member

BY   
Clas Nilsoft, President and  
Chief Executive Officer

OLIVER FOOD EQUIPMENT, LLC

BY OLIVER PRODUCTS COMPANY,  
Sole Member

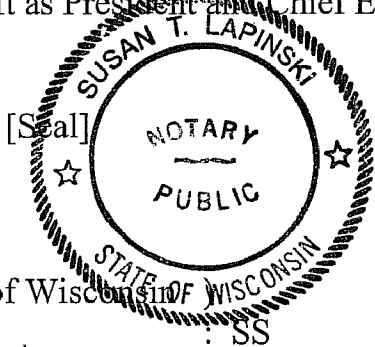
BY   
Clas Nilsoft, President and  
Chief Executive Officer

OLIVER PRODUCTS INTERNATIONAL,  
INC.

BY *Clas Nilstoft*  
Clas Nilstoft, President and  
Chief Executive Officer

State of Wisconsin )  
                                  : SS  
Milwaukee County )

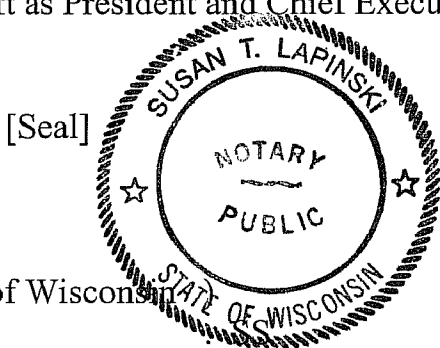
This instrument was acknowledged before me on May 31, 2007 by Clas Nilstoft as President and Chief Executive Officer of Oliver Acquisition Corp.



*Susan T. Lapinski*  
(  
Notary Public, State of Wisconsin  
My commission exp 5/25/08)

State of Wisconsin )  
                                  : SS  
Milwaukee County )

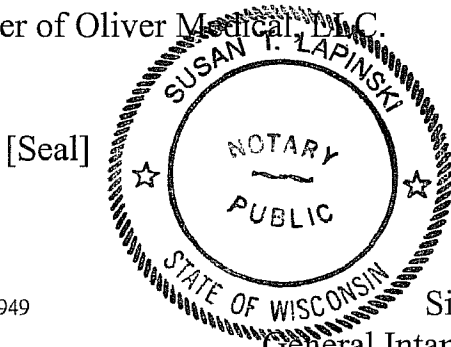
This instrument was acknowledged before me on May 31, 2007 by Clas Nilstoft as President and Chief Executive Officer of Oliver Products Company.



*Susan T. Lapinski*  
(  
Notary Public, State of Wisconsin  
My commission exp 5/25/08)

State of Wisconsin )  
                                  : SS  
Milwaukee County )

This instrument was acknowledged before me on May 31, 2007 by Clas Nilstoft as President and Chief Executive Officer of Oliver Products Company, Sole Member of Oliver Medical, D.C.



*Susan T. Lapinski*  
(  
Notary Public, State of Wisconsin  
My commission exp 5/25/08)





## EXHIBIT A

### United States Patents

<u>Owner</u>	<u>Description</u>	<u>Patent/Application No. and Issuance/Filing Date</u>
Oliver Products Company	Countertop Bread Slicer with Manually Actuated Cradle	Issued as U.S. Patent No. <u>4,856,398</u> on 08/15/89
Oliver Products Company	Variable Thickness Bread Slicer	Issued as U.S. Patent No. <u>5,461,956</u> on 10/31/95
Oliver Products Company	Variable Thickness Bread Slicer (Cont. of P-326)	Issued as U.S. Patent No. <u>5,601,005</u> on 02/11/97
Oliver Products Company	Drawer Action Tray Sealing Machine	Issued as U.S. Patent No. <u>5,784,858</u> on 07/28/98
Oliver Products Company	Drawer Action Tray Sealing Machine (Cont. of P-338)	Issued as U.S. Patent No. <u>5,946,887</u> on 09/07/99
Oliver Products Company	Tray Sealing Platen and Seal Apparatus	Issued as U.S. Patent No. <u>5,791,120</u> on 08/11/98
Oliver Products Company	Bagel Slicer	Issued as U.S. Patent No. <u>6,186,038</u> on 02/13/01
Oliver Products Company	Peel Pouch	Issued as U.S. Patent No. <u>5,947,288</u> on 09/07/99
Oliver Products Company	Tray Sealing Machine (CIP of P-338A)	Issued as U.S. Patent No. <u>6,499,271</u> on 12/31/02
Oliver Products Company	Peel Package (CIP of P-345)	Issued as U.S. Patent No. <u>6,059,112</u> on 05/09/00
Oliver Products Company	Bread Slicer	Issued as U.S. Patent No. <u>6,123,004</u> on 09/26/00
Oliver Products	Dough Divider with Pressure Relief	Issued as U.S. Patent No. <u>6,431,848</u> on 08/13/02

<u>Owner</u>	<u>Description</u>	<u>Patent/Application No. and Issuance/Filing Date</u>
Oliver Products Company	Automatic Cover Latch and Pressure Relief System for a Dough Divider (Rel. to P-349)	Issued as U.S. Patent No. <u>7,029,261</u> on 4/18/06
Oliver Products Company	Manually Actuated Tray Sealing Machine	Issued as U.S. Patent No. <u>6,571,534</u> on 06/03/03
Oliver Products Company	Tray Sealing Apparatus	Issued as U.S. Patent No. <u>6,681,546</u> on 01/27/04
Oliver Products Company	Adhesive Formulation	Issued as U.S. Patent No. <u>6,383,586</u> on 05/07/02
Oliver Products Company	Food Carrier	Issued as U.S. Patent No. <u>6,688,470</u> on 02/10/04
Oliver Products Company	Food Carrier	Application Publication No. <u>2005/0051455</u> filed on 10/19/04; U.S. Application No. 10/968,436
Oliver Products Company	Proofer	Issued as U.S. Patent No. <u>6,658,995</u> on 12/09/03
Oliver Products Company	Coated Substrate	U.S. Application Publication No. <u>2005/0260390</u> filed on 01/19/05; U.S. Application No. 11/038,438
Oliver Products Company	Food Container Sealing Apparatus	Patent Application No. <u>10/567,885</u> filed on 08/16/05..
Oliver Products Company	Coated Substrate Having a Biocide	Provisional App. No. <u>60/821,176</u> filed on 08/02/06
Oliver Products Company	Tray Lid	Design Application No. 29/261,365, filed on 06/13/06; Issued as U.S. Patent No. D538,102
Oliver Products Company	Cooker/Rethermalizer	Issued as U.S. Patent No. <u>5,445,062</u> on 8/29/1995

<u>Owner</u>	<u>Description</u>	<u>Patent/Application No. and Issuance/Filing Date</u>
Oliver Products Company	Cooker/Rethermalizer	Issued as U.S. Patent No. <u>5,539,185</u> on 7/23/1996
Oliver Products Company	Tray lid	Issued as U.S. Patent No. <u>7,114,630</u> on 10/3/2006

### United States Trademarks

<u>Owner</u>	<u>Mark</u>	<u>Trademark/Application No. and Issuance/Filing Date</u>
Oliver Products Company	OLIVER (labels)	Registered on 09/07/82 as No. <u>1,207,215</u>
Oliver Products Company	OLIVER (machines)	Registered on 09/14/82 as No. <u>1,207,893</u>
Oliver Products Company	OLIVER + design (machines and labels)	Registered on 05/24/83 as No. <u>1,239,195</u>
Oliver Products Company	DOT COAT (adhesive coated paper)	Registered on 08/16/94 as No. <u>1,850,315</u>
Oliver Products Company	VARISLICER (bread slicer)	Registered on 10/17/95 as No. <u>1,928,058</u>
Oliver Products Company	AD LID (cup lids)	Registered on 01/10/06 as No. <u>3,042,202</u>
Oliver Products Company	ARTISAN (food slicer blades)	U.S. Application No. <u>76/575,838</u> filed on 02/17/04
Oliver Products Company	DELIVERS PEACE OF MIND FROM KITCHEN TO TABLE (heat sealing machines)	U.S. Application No. <u>76/594,272</u> filed 05/21/04
Oliver Products Company	HOT SHEET (heating units for portable food carriers)	Registered on 01/24/06 as No. <u>3,051,809</u>

<u>Owner</u>	<u>Mark</u>	<u>Trademark/Application No. and Issuance/Filing Date</u>
Oliver Products Company	OSURANCE	U.S. Application <u>76/616,045</u> filed on 10/15/04
Oliver Products Company	OVANTEX	U.S. Application <u>76/620,104</u> filed on 11/12/04
Oliver Products Company	ONLY OLIVER	U.S. Application <u>76/627,376</u> filed on 01/10/05
Oliver Products Company	OLIVER MEDICAL	U.S. Application <u>76/627,359</u> filed on 01/10/05
Oliver Products Company	XHALE	U.S. Application No. 76/256,143
Oliver Products Company	SPEEDSEAL	U.S. Application <u>77/100,313</u> filed on 02/06/07