

TRADEMARK ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Alcoa Inc.		02/29/2008	CORPORATION: PENNSYLVANIA

RECEIVING PARTY DATA

Name:	Closure Systems International Inc.
Street Address:	6625 Network Way
Internal Address:	Suite 200
City:	Indianapolis
State/Country:	INDIANA
Postal Code:	46278
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 23

Property Type	Number	Word Mark
Registration Number:	245388	RO
Registration Number:	1314346	MAGNA TORQ
Registration Number:	1314352	JETFLOW
Registration Number:	1659792	DOUBLE-LOK
Registration Number:	1661754	UNI-LOK
Registration Number:	2006179	MAGNA-TORQ 2000
Registration Number:	2402785	CAPTURE
Registration Number:	2507986	EXTRA-LOK
Registration Number:	2528424	NITRO-LOK
Registration Number:	2815826	ALCO-LOK
Registration Number:	2890317	OMNI-LOK
Registration Number:	2897558	OXYBLOCK
Registration Number:	3032785	EXTRA-LOK XT

TRADEMARK

REEL: 003926 FRAME: 0192

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Registration Number:	3166955	VINO-SEAL
Registration Number:	1761402	AQUA-LOK
Serial Number:	77007755	XTRA-LOK MINI
Serial Number:	77161976	OMNI-LOK MINI
Serial Number:	77162015	NITRO-LOK MINI
Serial Number:	77162072	AQUA-LOK MINI
Serial Number:	77162772	MB-LOK MINI
Serial Number:	77197860	DOUBLE-LOK XT
Serial Number:	78692509	DS-LOK
Serial Number:	78902098	WE MAKE YOUR PACKAGING WORK

CORRESPONDENCE DATA

Fax Number: (202)331-3101

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Correspondent Name: Paul McQuade

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ATTORNEY DOCKET NUMBER:	111248-000001
NAME OF SUBMITTER:	Cynthia A. Dixon
Signature:	/cynthia a. dixon/
Date:	01/29/2009

Total Attachments: 7

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U.S. TRADEMARK ASSIGNMENT

This U.S. TRADEMARK ASSIGNMENT ("Assignment") made as of February 29, 2008 by Alcoa Inc., a Pennsylvania corporation having a principal place of business at 201 Isabella Street, Pittsburgh, Pennsylvania 15212 ("Assignor"), and Closure Systems International Inc., a Delaware corporation, having a principal place of business at 6625 Network Way, Suite 200, Indianapolis, IN 46278 ("Assignee").

WHEREAS, Assignor and Rank Group Limited are parties to the Acquisition Agreement, dated December 21, 2007 (the "Agreement"), providing for the execution and delivery of this Assignment;

WHEREAS, Assignor is the sole owner of all right, title and interest in and to the trademarks set forth in Schedule A, which are registered in, or for which application for registration has been filed in, the United States Patent and Trademark Office (collectively, the "Assigned Marks");

WHEREAS, Assignee desires to acquire all of Assignor's right, title and interest in and to the Assigned Marks and all of the goodwill associated therewith; and

WHEREAS, Assignee and Assignor are desirous of executing an instrument of assignment for recordation with the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

Assignor does hereby assign to Assignee all of Assignor's right, title and interest in and to the Assigned Marks and the goodwill of the business connected with the use of and symbolized by the Assigned Marks and the right to sue and recover damages and profits for third-party infringements, including past infringements, if any.

Assignor agrees on behalf of itself, its directors, officers, employees, agents, successors, assigns, and legal representatives to execute any and all papers and instruments and to do any and all acts which may be necessary or reasonably requested by Assignee, in order to carry into full force and effect this sale, assignment and transfer, including without limitation to vest in Assignee or its assigns title in and to the Assigned Marks.

This Assignment may be executed and delivered (including by facsimile transmission or otherwise electronically) simultaneously in counterparts, each of which when executed will be deemed an original but all of which together will constitute one and the same instrument.

This Assignment shall be governed by, and construed in accordance with, the laws of the United States in respect to trademark issues, and in all other respects, including as to validity, interpretation and effect by the internal laws of the State of New York applicable to agreements made and to be performed entirely within such State.

[Signature Pages Follow]

Agreed and Acknowledged:


CLOSURE SYSTEMS
INTERNATIONAL INC.

By: 

Name: Helen Golding
Title: Secretary

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 29 day of February, 2008, before me personally appeared Helen Golding, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public
(Affix Seal Below)

KATHRYN L. GERAGHTY
Notary Public, State of New York
No. 01GE6173563
Qualified in New York County
Commission Expires August 27, 2011

[U.S Trademark Assignment from Alcoa Inc. to Closure Systems International Inc.]

SCHEDULE A

1. Trademark Registrations

See attached.

2. Trademark Applications

See attached.

A-1

[U.S Trademark Assignment from Alcoa Inc. to Closure Systems International Inc.]

Schedule A
U.S. Trademark Assignment from Alcoa Inc. to Closure Systems International Inc.

TMID	TRADEMARK	GOODS	APP NO	REG NO	OWNER
Trademark Registrations					
IP1988000169/US	RO	Class 20: CAPS AND CLOSURE SEALS FOR BOTTLES AND OTHER CONTAINERS.	71/262,587	245,388	Alcoa Inc.
IP1982000342/US	Magna Torq	Class 7: Capping heads being parts of machines for applying closuresto containers	73/451,113	1,314,346	Alcoa Inc.
IP1983000252/US	Jetflow	Class 7: Mechanical feeder for feeding container closures to cappingand crowning machines	73/470,348	1,314,352	Alcoa Inc.
IP1990000582	Double-Lok		74/093,429	1659792	Alcoa Inc.
IP1989000384/US	Uni-Lok	Class 20: plastic closures and caps for bottles or other containers.	74/099,210	1,661,754	Alcoa Inc.
IP1995001048/US	Magna-Torq 2000	Class 007: Capping heads being parts of machines for applying closuresto containers	75/011,529	2,006,179	Alcoa Inc.
IP1999000164/US	Capture	Class 35: Business consulting services for the bottling industry	75/643,994	2,402,785	Alcoa Inc.
IP1999002149/US	Extra-Lok	Class 20: Plastic Closures and Caps for Bottles or Other Containers	75/864,276	2,507,986	Alcoa Inc.
IP2000000307/US	Nitro-Lok	Class 20: Plastic Closures and Caps for Bottles or Other Containers	75/922,191	2,528,424	Alcoa Inc.
IP2002003132/US	Alco-Lok	Class 20: Plastic Closures and Caps for Bottles or Other Containers	78/168,579	2,815,826	Alcoa Inc.
IP2003000413/US	Omni-Lok	Class 20: Plastic Closures and Caps for Bottles or Other Containers	78/216,968	2,890,317	Alcoa Inc.
IP2000001025/US	Oxyblock	Class 20: Barrier Liners for Use in Plastic Closures for Juice and Nutrition Drink Containers, Providing Extended Shelf Life by Slowing Oxygen Migration into the Product	76/043,661	2,897,558	Alcoa Inc.
IP1999002149/US/1	Extra-Lok XT	Class 20: Plastic Closures and Caps for Bottles or Other Containers	78/193,356	3,032,785	Alcoa Inc.
IP2006002442/US	Vino-Seal	Class 21: Acrylic and glass composite, reusable closure for wine and spirits containers	78/695,442	3,166,955	Alcoa Inc.
IP1989000716/US	Aqua-Lok	Class 20: Furniture, mirrors, picture frames; goods (not included in other classes) of wood, cork, reed, cane, wicker, horn, bone, ivory, whalebone, shell, amber, mother-of-pearl, meerschaum and substitutes for all these materials, or of plastics	74/296,812	1,761,402	Alcoa Inc.

Schedule A
U.S. Trademark Assignment from Alcoa Inc. to Closure Systems International Inc.

Trademark Applications

IP2006002332	XTRA-LOK MINI	Class 20: Plastic closures and caps for bottles or other containers	77/007,755	Alcoa Inc.
IP2007000692/US	OMNI-LOK MINI	Class 20: Plastic closures and caps for bottles or other containers	77/161,976	Alcoa Inc.
IP2007000693/US	NITRO-LOK MINI	Class 20: Plastic closures and caps for bottles or other containers	77/162,015	Alcoa Inc.
IP2007000694/US	AQUA-LOK MINI	Class 20: Plastic closures and caps for bottles or other containers	77/162,072	Alcoa Inc.
IP2007000695/US	MB-LOK MINI	Class 20: Plastic closures and caps for bottles or other containers	77/162,772	Alcoa Inc.
IP2007002142	Double-Lok XT		77/197,860	Alcoa Inc.
IP2006002714	DS-LOK	Non-metal and non-paper closures for containers, namely, a composite reusable closure for closing wine and spirits containers	78/692,509	Alcoa Inc.
IP2006002104/US/1	We Make Your Packaging Work	Class 20: Plastic closures and caps for containers	78/902,098	Alcoa Inc.

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