

Form PTO-1594 (Rev. 01-09)  
 OMB Collection 0651-0027 (exp. 02/28/2009)

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

## RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

SEAQUIST CLOSURES FOREIGN, INC.

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

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance )/Execution Date(s) :**

Execution Date(s) August 24, 2009

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

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

Additional names, addresses, or citizenship attached?  Yes  No

Name: SEAQUIST DE MEXICO S.A. DE C.V.

Internal Address: \_\_\_\_\_

Address: \_\_\_\_\_

Street Address: Avenida Cañada 11

City: Parque Industrial Bernardo Quintana

State: El Marques, Querétaro

Country: Mexico                      Zip: 76240

Association      Citizenship \_\_\_\_\_

General Partnership      Citizenship \_\_\_\_\_

Limited Partnership      Citizenship \_\_\_\_\_

Corporation      Citizenship Mexico

Other \_\_\_\_\_      Citizenship \_\_\_\_\_

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)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,371,591

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Wood, Phillips, Katz, Clark & Mortimer

Internal Address: \_\_\_\_\_

Street Address: 500 W. Madison Street, Suite 3800

City: Chicago

State: IL                      Zip: 60661

Phone Number: (312) 876-1800

Fax Number: (312) 876-2020

Email Address: docketer@woodphillips.com

**6. Total number of applications and registrations involved:**

1

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$40.00**

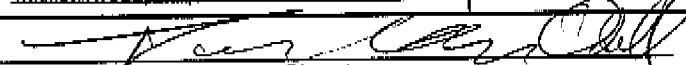
- Authorized to be charged to deposit account  
 Enclosed

**8. Payment Information:**

Deposit Account Number 23-0785

Authorized User Name Paul M. Odell

**9. Signature:**



Signature

August 31, 2009

Date

Paul M. Odell

Name of Person Signing

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

4

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
 Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CH \$40.00 230785 2371591

## **TRADEMARK ASSIGNMENT**

**THIS TRADEMARK ASSIGNMENT** (this "Assignment") is made and entered into as of August 10, 2009 ("Effective Date") by and between Seaquist Closures Foreign, Inc., a corporation organized and existing under the laws of the state of Delaware ("Assignor"), and Seaquist de Mexico S.A. de C.V., a corporation organized and existing under the laws of Mexico ("Assignee").

**WHEREAS**, Assignor wishes to assign to Assignee, and Assignee wishes to acquire, the trademark SIMPLITWIST owned by Assignor and to be used by Assignee to conduct its business, including, without limitation, the United States Trademark Registration No. 2,371,591 for the trademark SIMPLITWIST (the "Mark"), together with the goodwill of the business associated therewith.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee the entire right, title and interest in and to the Mark together with the goodwill of Assignor's business associated therewith, for the United States and for all foreign countries, including, without limitation, all registrations and applications for registration in connection therewith, any renewals and extensions of the registrations therefor, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Mark, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor hereby requests the Commissioner of Patents and Trademarks, and the applicable corresponding foreign or multi-national trademark offices, agencies or other entities, to record Assignee as the assignee and owner of the Mark.

Assignor shall take all further actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all rightful affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation), reasonably requested by Assignee to more fully and effectively effectuate the purposes of this Assignment, including, without limitation, with respect to the following: (1) the preparation and prosecution of any application for registration, or any application for renewal of a registration, relating to any of the rights assigned herein; (2) the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the rights assigned herein, including, without limitation, testifying as to any facts relating to the Mark and this Assignment, at Assignee's sole expense; and (3) in the implementation, recordation or perfection of this Assignment in all applicable jurisdictions throughout the world, including,

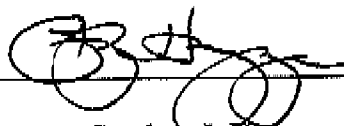
without limitation, the execution of any documents necessary or desirable to record or perfect this Assignment with any foreign or multi-national trademark office, agency or other entity.

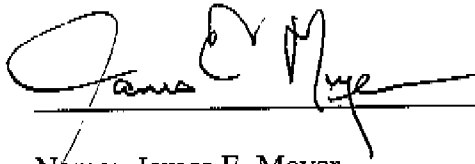
\* \* \* \* \*

IN WITNESS WHEREOF, Assignor and Assignee have caused this Trademark Assignment to be executed by their duly authorized representatives as of the Effective Date.

Seaquist Closures Foreign, Inc.

Seaquist de Mexico S.A. de C.V.

  
Name: Stephen J. Hagge

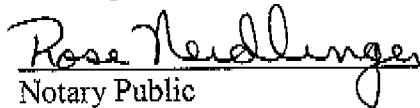
  
Name: James E. Meyer

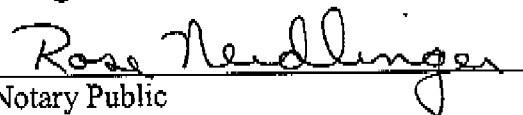
Title: Secretary and Treasurer

Title: Company Secretary

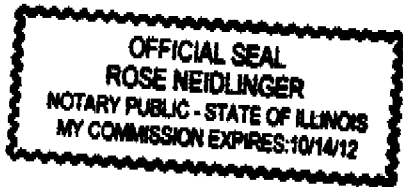
SIGNED and SWORN to  
before me this 24 day of  
August, 2009.

SIGNED and SWORN to  
before me this 24 day of  
August, 2009.

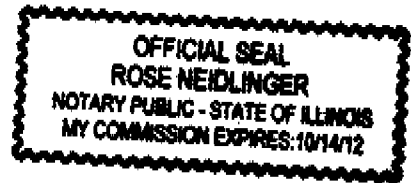
  
Notary Public

  
Notary Public

(SEAL)



(SEAL)

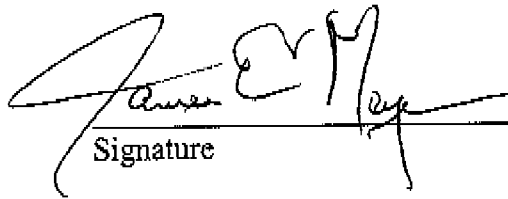


WOOD, PHILLIPS, KATZ, CLARK & MORTIMER  
500 West Madison Street, Suite 3800  
Chicago, Illinois 60661

DESIGNATION OF DOMESTIC REPRESENTATIVE FOR  
U.S. TRADEMARK REGISTRATION NO. 2,371,591 (SIMPLITWIST)

The ASSIGNEE, Seaquist de Mexico S.A. de C.V., designates the firm of Wood, Phillips, Clark, & Mortimer, 500 West Madison St., Suite 3800, Chicago, Illinois 60661, as its domestic representative on whom may be served notices or processes in proceedings affecting the mark.

SEAQUIST de MEXICO S.A. de C.V.

A handwritten signature in black ink, appearing to read "James E. Meyer", written over a horizontal line.

Signature

James E. Meyer  
Company Secretary

Date: August 24, 2009

SEA00820T00150US