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Docket No.:

X/1268



Tab settings

To the Director of the United States Patent and Trademark Office

102696985

Attached original documents or copy thereof.

1. Name of conveying party(ies):

Owens Illinois Closure, Inc.

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

Additional names(s) of conveying party(ies) Yes No

3. Nature of conveyance:

- Assignment Merger
Security Agreement Change of Name
Other

Execution Date: November 7, 2003

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

Name: ContinentalAFA Dispensing Company

Internal Address:

Street Address: 18 Guenther Boulevard

City: St. Peters State: MO ZIP: 63376

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

If assignee is not domiciled in the United States, a domestic designation is Yes No
Designations must be a separate document from Additional name(s) & address(es) Yes No

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

75/108,087 74/604,848

Additional numbers

B. Trademark Registration No.(s)

Yes No

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

Name: Kirk A. Damman

Internal Address: Box IP Department

03/16/2004 LMIELLER 00000134 75700067

01 FC:8521 40.00 DP
02 FC:8522 25.00 DP

Street Address: 500 North Broadway, Suite 2000

City: St. Louis State: MO ZIP: 63102

6. Total number of applications and registrations involved: 2

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

- Enclosed
Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Kirk A. Damman

Name of Person Signing

Signature

March 10, 2004

Date

Total number of pages including cover sheet, attachments, and 7

Mail documents to be recorded with required cover sheet information to: Mail Stop Recordation Services Director of the United States Patent and Trademark Office P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK REEL: 002927 FRAME: 0382

Refund Ref: 03/16/2004 LMIELLER 00000134770 CHECK Refund Total: 625.00

## QUITCLAIM ASSIGNMENT OF RIGHTS TO NAMES

ASSIGNOR: Owens Illinois Closure Inc.  
ASSIGNEE: ContinentalAFA Dispensing Company  
NAME: See Attached Schedule A

This Assignment is made as of the 7<sup>th</sup> day of November, 2003, by and between Owens Illinois Closure Inc., a Delaware Corporation located at One Seagate, Toledo, Ohio 43666, United States of America ("Assignor"), and ContinentalAFA Dispensing Company, a Delaware corporation located at 18 Guenther Boulevard, St. Peters, Missouri 63376, United States of America ("Assignee").

WHEREAS, Assignor may be the owner of rights, titles, or interests ("Rights") in and to the names and Abandoned Trademark(s) and Trademark Application(s) set forth on the attached Schedule A made a part hereof and incorporated by this reference (the "Names");

WHEREAS, Assignor desires to sell, transfer and assign to Assignee all of Assignor's Rights in and to the Names, if any such Rights exist, and the goodwill of any business in connection with which the Names are used and which is symbolized by the Names;

WHEREAS, Assignee desires to acquire from Assignor any and all Rights Assignee has in the Names and the goodwill of the business in connection with which the Names are used and which is symbolized by the Names;

WHEREAS, Assignee and Assignor acknowledge that the Assignor may have no Rights

throughout the world, including, without limitation, any Rights in abandoned trademark applications filed on the Names as listed in Schedule A and any common law trademark Rights which may exist in the Names, together with all of the goodwill of the business in connection with which the Names are used and which is symbolized by said Names.

Assignor covenants and agrees that it will, whenever so requested by Assignee, execute and deliver such further instruments and perform any other reasonable acts that Assignee may require as may be reasonably necessary for vesting in Assignee the full benefit of all of the Rights and premises hereby assigned and/or provide evidence to support any of the foregoing in the event such evidence is in the possession or control of Assignor.

Assignor agrees that Assignee does not assume any liability for Assignor's prior use of the Names.

OWENS ILLINOIS CLOSURE INC.

By: *S. Rousos*  
Name: *Samantha Rousos*  
Title: *asst. Treas.*

STATE OF MD )  
 ) SS.  
City OF St. Louis )

On this 7<sup>th</sup> day of November 2003, before me personally appeared Samantha Rousos, to me known to be the ASST. TREAS. of Owens Illinois Closure Inc., a Delaware corporation, and that this instrument was signed on behalf of such corporation by authority of its board of directors, and Samantha Rousos acknowledged this instrument to be the free act and deed of such corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the City and State aforesaid, the day and year above written.

Jean C. Loebwood  
Notary Public

My commission expires:  
9-23-2004

**SCHEDULE A**

**TO**

**NAME ASSIGNMENT**

<b>Name</b>	<b>Trademark Serial Number if Filed</b>	<b>Status of Trademark or Application</b>
Actton	75/702,087	Abandoned
Flexpump	74/604,848	Abandoned
Easy Pump		