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
Avery Dennison Corporation		10/28/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Eckart America Corporation	
Street Address:	330 East Erie Street, P.O. Box 747	
City:	Painsville	
State/Country:	ОНЮ	
Postal Code:	44077-0747	
Entity Type:	CORPORATION: DELAWARE	

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	1554319	METALURE
Registration Number:	3793849	METALURE
Registration Number:	3709816	METALURE
Registration Number:	3712922	METALURE

CORRESPONDENCE DATA

Fax Number: (412)945-5933 Phone: 412-471-8815

Email: assignments@webblaw.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Correspondent Name: Ann M. Cannoni, The Webb Law Firm
Address Line 1: 420 Ft. Duquesne Blvd., Suite 1200
Address Line 4: Pittsburgh, PENNSYLVANIA 15222

ATTORNEY DOCKET NUMBER:	5012-091950
NAME OF SUBMITTER:	Ann M. Cannoni, Reg. No. 35,972

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OP \$115.00 1554319

Signature:	/amc/		
Date:	02/24/2012		
Total Attachments: 7			
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TRADEMARK REEL: 004723 FRAME: 0891 Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)

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.			
Name of conveying party(ies): Avery Dennison Corporation	2. Name and address of receiving party(ies) Additional names, addresses, or citizenship attached? ✓ No		
Individual(s) Association	Name: Eckart America Corporation Internal Address:		
□ General Partnership □ Limited Partnership □ Corporation- State: Delaware □ Other	Street Address: 830 East Erie Street, P.O. Box 747 City: Painsville		
Citizenship (see guidelines)Additional names of conveying parties attached?	State: Ohio Country: US Zip: 44077-0747		
3. Nature of conveyance)/Execution Date(s): Execution Date(s) October 28, 2011 Assignment Merger Security Agreement Change of Name Other	General Partnership Citizenship Limited Partnership Citizenship Corporation Citizenship Delaware Other Citizenship If assignee is not domiciled in the United States, a domestic representative designation is attached:		
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) 1554319 3793849 3709816 3712922 Additional sheet(s) attached? Yes ✓ I			
5. Name & address of party to whom correspondence concerning document should be mailed: Name: Ann M. Cannoni	6. Total number of applications and registrations involved:		
Internal Address: The Webb Law Firm	7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 115.00 Authorized to be charged by credit card		
Street Address:420 Ft. Duquesne Blvd., Suite 1200	Authorized to be charged by clean card Authorized to be charged to deposit account Enclosed		
City: Pittsburgh	8. Payment Information: a. Credit Card Last 4 Numbers 4775		
State: PA Zip: 15222 Phone Number: 412-471-8815	Expiration Date <u>05/2012</u>		
Fax Number: 412-945-5933 Email Address: assignments@webblaw.com	b. Deposit Account Number <u>23-0650</u> Authorized User Name		
9. Signature:	February 24, 2012		
Signature Date			
Ann M. Cannoni, Reg. No. 35,972 Name of Person Signing	Total number of pages including cover sheet, attachments, and document:		

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

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("IP Assignment"), dated as of October 28, 2011, is made by Avery Dennison Corporation and Avery Graphic Systems, Inc. (collectively, "Sellers"), each being a Delaware corporation, in favor of Eckart America Corporation ("Purchaser"), a Delaware corporation, the purchaser of certain intellectual property and other assets of Sellers pursuant to that certain Asset Purchase Agreement between Purchaser and Sellers, dated as of October 5, 2011 (the "Asset Purchase Agreement").

WHEREAS, under the terms of the Asset Purchase Agreement, Sellers have conveyed, transferred and assigned to Purchaser, among other assets, certain intellectual property of Sellers, and have agreed to execute and deliver this IP Assignment, for recording with governmental authorities including, but not limited to, the US Patent and Trademark Office and the US Copyright Office;

NOW THEREFORE, the parties agree as follows:

- 1. <u>Assignment</u>. In consideration for the execution of the Asset Purchase Agreement, the payment of the consideration stipulated in the Asset Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Sellers hereby irrevocably convey, transfer and assign to Purchaser, and Purchaser hereby accepts, all of Sellers' right, title and interest in and to the following (the "Assigned IP"):
- (a) the patents and patent applications set forth in <u>Annex A</u> hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals thereof (the "<u>Patents</u>");
- (b) the trademark registrations and applications set forth in <u>Annex A</u> hereto, together with the goodwill connected with the use of and symbolized thereby and all issuances, extensions and renewals thereof (the "<u>Trademarks</u>"); and
- (c) all rights of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world.
- 2. <u>Recordation and Further Actions</u>. Seller authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other governmental officials to record and register this IP Assignment upon request by Purchaser. Seller shall take such reasonable steps and actions following the date hereof that are reasonably requested, including the execution of any reasonable documents, files, registrations, or other similar items, to ensure that the Assigned IP is properly assigned to Purchaser, or any assignee or successor thereto.

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- 3. Terms of the Asset Purchase Agreement. The terms of the Asset Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Assigned IP are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.
- 4. <u>Counterparts</u>. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.
- 5. <u>Successors and Assigns</u>. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 6. Governing Law. This IP Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

[Signature Page Follows]

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IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

By: Susan C. Miller Title: SVP, GC & Secretary AVERY GRAPHIC SYSTEMS, INC. By: Name: Susan C. Miller Title: President AGREED TO AND ACCEPTED: ECKART AMERICA CORPORATION By: Name:

[Signature Page to Intellectual Property Assignment Agreement]

Title:

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

AVERY DENNISON CORPORATION By: _ Name: Title: AVERY GRAPHIC SYSTEMS, INC. By: _ Name: Title: AGREED TO AND ACCEPTED:

ECKART AMERICA CORRORATION

Title: PROPRIEDAT

[Signature Page to Intellectual Property Assignment Agreement]

By:

ANNEX A

ASSIGNED TRADEMARKS

TRADEMARK REEL: 004723 FRAME: 0897

Trademarks

Country	<u>MarkType</u>	Status	Trademark:	Registration	Application #	Division	Division Name:
US	Trademark	Registered	METALURE	1554319	73769015	F383	Performance Films/Avloy U.S.
US	Trademark	Registered	MÉTALURE	3793849	77512439	F383	Performance Films/Avioy U.S.
US	Trademark	Registered	METALURE	3709816	77512446	F383	Performance Films/Avloy U.S.
VS	Trademark	Registered	METALURE 1997	3712922	77512460	F383	Performance Films/Avloy U.S.

TRADEMARK REEL: 004723 FRAME: 0898

RECORDED: 02/24/2012