

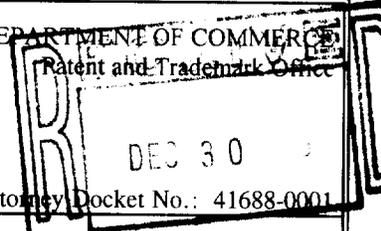
14113  
12/30/99

RECOI

02-01-2000



101254745



To the Commissioner of Patents and Trademarks:  
Please record the attached original documents or copy thereof.

ATTN: BOX ASSIGNMENT

1. Name of conveying party(ies):

Sea-Land Service, Inc.  
(a Delaware corporation)

Additional name(s) & address(es) attached?

Yes  No

Additional name(s) of conveying party(ies) attached? No

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

Name: Aktieselskabet Dampskibsselskabet Svendborg  
(a corporation of Denmark)

Address: 50 Esplanaden  
DK-1098  
Copenhagen K. Denmark

Additional name(s) & address(es) attached?

Yes  No

3. Nature of conveyance:

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

Execution Date: December 10, 1999

4. Application number(s) or patent number(s):

A. Patent Application No.(s)

B. Patent No.(s)

02/01/2000 INCOATES 00000063 4538738

01 FC:581

760.00 OP

4,538,738	4,637,763	4,611,961	4,665,834
4,667,603	4,973,219	4,890,565	4,695,211
4,510,652	4,722,667	5,044,544	5,141,122
5,072,845	5,082,304	5,127,781	5,213,458
5,236,238	5,350,210	4,351,230	

Additional numbers attached:  Yes  No

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

Name: Carole R. Klein, Esq.  
Internal Address: Morgan, Lewis & Bockius LLP  
Attn: TMSU

Street Address: 1800 M Street, N.W.  
City: Washington State: DC Zip: 20036

6. Total number of applications and patents involved: 19

7. Total fee (37 C.F.R §3.41): \$760.00

Enclosed  
 Authorized to be charged to deposit account 13-4520  
 Debit insufficiency or credit over payment to Deposit Account No. 13-4520

8. Deposit account number: 13-4520  
Attach duplicate of page if paying by deposit account

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.

Carole R. Klein  
Name of Person Signing

*Carole R Klein*  
Signature

12/30/99  
Date

Total number of pages including cover sheet, attachments and documents: 11

Additional Receiving Party

Dampskibsselskabet AF 1912, Aktieselskab  
a corporation of Denmark  
50 Esplanaden  
DK-1098  
Copenhagen K. Denmark

**PATENT ASSIGNMENT**

**PATENT ASSIGNMENT** ("Patent Assignment") dated as of ~~December 10~~ 10, 1999 from and by Sea-Land Service, Inc., a Delaware corporation ("Assignor"), in favor of Aktieselskabet Dampskibsselskabet Svendborg, a Danish corporation ("Svendborg") and Dampskibsselskabet AF 1912, Aktieselskab, a Danish corporation ("1912" and, together with Svendborg, "Assignees").

**WITNESSETH:**

WHEREAS, Svendborg, 1912, CSX Corporation, a Virginia corporation, and Assignor have executed and delivered an Amended and Restated Purchase Agreement, dated as of July 21, 1999 (as amended, supplemented or modified from time to time, the "Purchase Agreement"), which provides, among other things, for the sale by Assignor to Svendborg and 1912 of certain of the Acquired Assets; and

WHEREAS, Assignor is the owner of certain patent rights; and

WHEREAS, the Closing under the Purchase Agreement is occurring on the date hereof; capitalized terms not otherwise defined herein are used as defined in the Purchase Agreement;

NOW, THEREFORE, pursuant to the Purchase Agreement and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. **Assignment.** Assignor hereby assigns free and clear of all Liens (other than Permitted Liens) to Assignees, their successors and assigns, to have and to hold the same for the use and enjoyment of Assignees and their successors and assigns, forever all of Assignor's right, title and interest in and to, or arising under, certain United States and foreign patents, and inventions disclosed therein, together with all Letters Patent or applications therefor, including without limitation those patents issued in the United States and certain foreign jurisdictions set forth on Exhibit 1 hereto, and all divisions, continuations, continuation-in-parts, renewals, reissues, reexaminations, or other patent applications based upon these patents and patent applications, and all rights to claim priority based on such applications, and all corresponding foreign counterpart patent applications filed and hereafter to be filed for these inventions, and foreign counterpart issued patents and all extensions, renewals, and reissues thereof (the "Patents"), along with the right to recover for damages and profits for past or future infringements thereof, the Patents to be held and enjoyed by Assignees for their own use and behalf and for the use and behalf of their successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor had this assignment not been made.

2. **Further Assurances.** (a) Assignor, for itself and its successor and assigns hereby agrees with Assignees, their successors and assigns, that Assignor will do, execute and

*Call*

deliver or will cause to be done, executed and delivered all such further acts, transfers, assignments and conveyances, powers of attorney, and assurances, and will take all such further action, in order to better assure, convey and confirm unto Assignees, their successors and assigns, all and each of the Patents hereby sold, conveyed, assigned and delivered and to establish and protect rights and remedies created or intended to be created in favor of Assignees under this Patent Assignment, in each case, as Assignees, their successors or assigns, will reasonably request.

(b) Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, and each sovereign official holding a corresponding position of authority in any country within which Assignor has registrations or pending applications with respect to any Patent, to issue and to record the title of Assignees as owners of all right, title and interest in and to the Patents, it being agreed and understood by the parties hereto that Assignor has no obligation to record this Assignment or to obtain certificates of registration in Assignees' name, that being Assignees' responsibility.

3. Purchase Agreement. The execution and delivery of this Patent Assignment will not be (or be deemed) a waiver or discharge of any representation, warranty, covenant, or agreement of Assignor, Assignees or any other party to the Purchase Agreement in or under the Purchase Agreement, and such execution and delivery will not be deemed a modification or amendment of any provision of the Purchase Agreement in any respect.

4. Waivers and Amendments. This Patent Assignment may be amended, modified or supplemented, and any terms hereof may be waived, only by a written instrument executed by the parties hereto.

5. Counterparts. This Patent Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall be considered one and the same agreement, and all signatures need not appear on any one counterpart.

6. Headings. Section headings contained in this Patent Assignment are for convenience of reference only and will not be deemed a part of or to affect the meaning or interpretation of this Patent Assignment or any term or provision hereof.

7. Successors and Assigns. This Patent Assignment will inure to the benefit of, and be binding upon, the parties hereto and their respective successors and assigns.

8. Governing Law. This Patent Assignment will be governed by and construed and enforced in accordance with the laws of the State of New York, without giving effect to any choice of law or conflict of law (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York, except that if it is necessary in any other jurisdiction to have the law of such other

jurisdiction govern this Patent Assignment in order for this Patent Assignment to be effective in any respect, then the laws of such other jurisdiction will govern this Patent Assignment to such extent.

**[Signature Page to Follow]**

*CK*

IN WITNESS WHEREOF, the undersigned Assignor has caused this Patent-Assignment to be duly executed and delivered as of the date first above written.

Sea-Land Service, Inc.

By: Robert S. Zuckerman

Name: Robert S. Zuckerman

Title: Secretary

STATE OF New York

: ss.:

COUNTY OF New York

On this 10<sup>th</sup> day of December, 1999, before me personally appeared Robert Zuckerman, to me known to be the person who executed the foregoing Patent Assignment, who being by me duly sworn, deposes and says that he/she is the secretary of Sea-Land Service, Inc., a Delaware corporation, which executed the foregoing Patent Assignment; and that he/she signed his/her name thereto pursuant to authority granted to him/her by the board of directors of such corporation.

**FLAVIO A. CARDOSO**  
Notary Public, State of New York  
No. 02CA6020338  
Qualified in Queens County  
Commission Expires 03,01,2001



ACCEPTED:

Aktieselskabet Dampskibsselskabet Svendborg

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Dampskibsselskabet AF 1912, Aktieselskab

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

IN WITNESS WHEREOF, the undersigned Assignor has caused this Patent Assignment to be duly executed and delivered as of the date first above written.

Sea-Land Service, Inc.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ )

: ss.:

COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 1999, before me personally appeared \_\_\_\_\_, to me known to be the person who executed the foregoing Patent Assignment, who being by me duly sworn, deposes and says that he/she is \_\_\_\_\_ of Sea-Land Service, Inc., a Delaware corporation, which executed the foregoing Patent Assignment; and that he/she signed his/her name thereto pursuant to authority granted to him/her by the board of directors of such corporation.

ACCEPTED:

Aktieselskabet Dampskibsselskabet Svendborg *RP*

By: *[Signature]*

Name: *Vagn L. Moller / Eivind Kolding*

Title: *Executive Vice President / Executive Vice President  
Chief Financial Officer*

Dampskibsselskabet AF 1912, Aktieselskab

By: *[Signature]*

Name: *Vagn L. Moller / Eivind Kolding*

Title: *Executive Vice President / Executive Vice President  
Chief Financial Officer*

Exhibit 1 to  
Patent Assignment Agreement

The term "Patents" as used in this assignment will mean and include the following Patent registrations :

REGISTRATIONS

United States

	<u>Title</u>	<u>Expiration Date</u>	<u>Registration No.</u>
1.	Removable garment rack for transport of hanging garments	6/20/03	4,538,738
2.	Hanging multi-deck-system for storing/ shipping articles in containers	11/13/04	4,637,763
3.	Wheel harness and method for mounting wheel harness on a wheel	5/10/05	4,611,961
4.	Apparatus for intermodal transport of highway containers	8/16/05	4,665,834
5.	Articulated car for intermodal containers	8/20/05	4,667,603
6.	Grid rail container transport & storage system	9/15/08	4,973,219
7.	Apparatus for securing on deck containers	1/02/07	4,890,565
8.	Refrigerated carrier floor clamp	9/10/05	4,695,211
9.	Cargo restraining device	2/07/03	4,510,652

*cue*

10.	Rope & fish net guard	4/15/02	4,722,667
11.	Modular cargo container	2/22/10	5,044,544
12.	Modular cargo container	2/22/10	5,141,122
13.	Modular cargo container and a bottom support therefor	1/31/11	5,072,845
14.	20 Ft. container transporter	6/05/10	5,082,304
15.	Chassis conversion saddle	9/06/10	5,127,781
16.	Method & apparatus for containerized shipment of autos	1/17/12	5,213,458
17.	Apparatus for securing shore crane spreaders to auxiliary frames	9/16/11	5,236,238
18.	Apparatus for securing shore crane spreaders to auxiliary frames	9/16/12	5,350,210
19.	Self-venting cargo container	4/20/01	4,351,230

**Other Jurisdictions**

**Austria**

20.	Anti-spray mudflap for vehicles	8/21/07	0258018
-----	------------------------------------	---------	---------

**Belgium**

21. Anti-spray mudflap  
for vehicles 8/21/07 0258018

**France**

22. Anti-spray mudflap  
for vehicles 8/21/07 0258018

23. Apparatus for securing  
on deck containers 2/10/04 0121681

**Germany**

24. Anti-spray mudflap  
for vehicles 8/21/07 P37683748-0

**Britain**

25. Anti-spray mudflap  
for vehicles 8/21/07 0258018

**Greece**

26. Anti-spray mudflap  
for vehicles 8/21/07 3002042

**Italy**

27. Anti-spray mudflap  
for vehicles 8/21/07 0258018

**Japan**

28. Apparatus for securing  
on deck containers 3/14/04 1604774

**Luxembourg**

29. Anti-spray mudflap  
for vehicles 8/21/07 0258018

**Netherlands**

30. Anti-spray mudflap  
for vehicles 8/21/07 0258018

**South Korea**

31. Apparatus for securing  
on deck containers 3/12/00 322413

**Spain**

32. Anti-spray mudflap  
for vehicles 8/21/07 0258018

**Sweden**

33. Anti-spray mudflap  
for vehicles 8/21/07 0258018

**Switzerland**

34. Anti-spray mudflap  
for vehicles 8/21/07 0258018