

415101

FORM PTO-1619A  
Expires 06/30/99  
OMB 0651-0027

04-23-2001

U.S. Department of Commerce  
Patent and Trademark Office  
**PATENT**



101683881

**RECORDATION FORM COVER SHEET  
PATENTS ONLY**

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

**Submission Type**

New

Resubmission (Non-Recordation)  
Document ID#

Correction of PTO Error  
Reel #  Frame #

Corrective Document  
Reel #  Frame #

**Conveyance Type**

Assignment  Security Agreement

License  Change of Name

Merger  Other

**U.S. Government**  
(For Use ONLY by U.S. Government Agencies)

Departmental File  Secret File

**Conveying Party(ies)**

Mark if additional names of conveying parties attached Execution Date  
Month Day Year

Name (line 1)

Name (line 2)

**Second Party**

Name (line 1)

Execution Date  
Month Day Year

Name (line 2)

**Receiving Party**

Mark if additional names of receiving parties attached

Name (line 1)

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment.)

Name (line 2)

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

**PATENT**  
**REEL: 011692 FRAME: 0001**

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages** Enter the total number of pages of the attached conveyance document including any attachments.

#

**Application Number(s) or Patent Number(s)**

Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

**Patent Application Number(s)**

**Patent Number(s)**

If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named executing inventor.

Month Day Year

**Patent Cooperation Treaty (PCT)**

Enter PCT application number only if a U.S. Application Number has not been assigned.

PCT

PCT

PCT

PCT

PCT

PCT

**Number of Properties**

Enter the total number of properties involved.

#

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment:  
Deposit Account

Enclosed

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

**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. Charges to deposit account are authorized, as indicated herein.*

Timothy S. Crisp

Name of Person Signing

  
Signature

4/4/2001  
Date

**INTELLECTUAL PROPERTY ASSIGNMENT**

Dated as of February 5, 2001

Executed by

**RAPID PAK, INC.**

In favor of

**WELLS FARGO BANK WISCONSIN, NATIONAL ASSOCIATION,**

**as Collateral Agent**

## INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment") is entered into as of February 5, 2001, and is made by Rapid Pak, Inc., a Wisconsin corporation (the "Borrower"), in favor of Wells Fargo Bank Wisconsin, National Association, not in its individual capacity, but solely as Collateral Agent (in such capacity, the "Collateral Agent") for the benefit of itself (in its individual capacity, "Wells Fargo") and Firststar Bank, National Association ("Firststar"; Wells Fargo and Firststar are hereinafter collectively referred to as the "Lenders", and each individually as a "Lender").

WHEREAS, the Borrower (i) owns the patents and patent applications listed on Schedule 1 annexed hereto, and is a party to the patent licenses listed on Schedule 1 annexed hereto, (ii) owns the trademarks, trademark registrations, and trademark registration applications listed on Schedule 2 annexed hereto, and is a party to the trademark licenses listed on Schedule 2 annexed hereto and (iii) owns the copyrights, copyright registrations and copyright registration applications listed on Schedule 3 annexed hereto, and is a party to the copyright licenses listed on Schedule 3 annexed hereto; and

WHEREAS, Borrower and the Collateral Agent have entered into a Security Agreement dated as of February 5, 2001 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"); terms used but not otherwise defined herein shall have the respective meanings provided for in the Security Agreement;

WHEREAS, pursuant to the terms of the Security Agreement, Borrower has granted the Collateral Agent a security interest in the Collateral, including all Inventory and all Accounts and other Rights to Payment, whether now owned or hereafter acquired, together with all proceeds thereof);

WHEREAS, the Security Agreement requires Borrower to execute any other documents that the Collateral Agent may require to perfect its Security Interest in the Collateral;

WHEREAS, the Collateral Agent has advised the Borrower that this Assignment may be necessary to perfect its Security Interest in the Collateral;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower hereby agrees as follows:

A. Borrower hereby grants to the Collateral Agent a continuing security interest in all of Borrower's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Patents"), whether presently existing or hereafter created or acquired (and all of which shall constitute Collateral):

- (1) each patent and patent application of Borrower therefor, including, without limitation, each patent and patent application referred to in Schedule 1 annexed hereto;

(2) each patent license to which Borrower is a party, including, without limitation, each patent license listed on Schedule 1 annexed hereto; and

(3) all proceeds of the foregoing, including, without limitation, proceeds of insurance policies thereon.

B. Borrower hereby grants to the Collateral Agent a continuing security interest in all of Borrower's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademarks"), whether presently existing or hereafter created or acquired (and all of which shall constitute Collateral):

(1) each trademark, trademark registration and trademark registration application of Borrower, including, without limitation, the trademarks, trademark registrations and trademark registration applications referred to in Schedule 2 annexed hereto and the goodwill associated therewith;

(2) each trademark license to which Borrower is a party, including, without limitation, each trademark license listed on Schedule 2 annexed hereto; and

(3) all products and proceeds of the foregoing, including, without limitation, proceeds of insurance policies thereon.

C. Borrower hereby grants to the Collateral Agent a continuing security interest in all of Borrower's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Copyrights"), whether presently existing or hereafter created or acquired (and all of which shall constitute Collateral):

(1) each copyright, copyright registration and copyright registration application of Borrower, including, without limitation, the copyright, copyright registrations and copyright registration applications referred to in Schedule 3 annexed hereto;

(2) each copyright license to which Borrower is a party, including, without limitation, each copyright licensed listed on Schedule 3 annexed hereto; and

(3) all products and proceeds of the foregoing, including, without limitation, proceeds of insurance policies thereon.

This security interest is granted in conjunction with the Security Interests granted to the Collateral Agent pursuant to the Security Agreement. Borrower hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Patents, Trademarks and Copyrights made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. The purpose of this security interest is to permit the Collateral Agent, upon foreclosure or other repossession of any of the Collateral (other than the Patents, Trademarks and Copyrights), to sell, transfer or otherwise dispose of such Collateral.

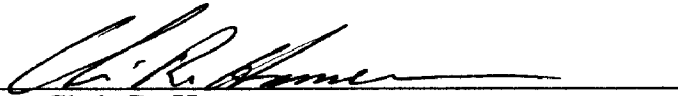
D. In addition to, and not by way of limitation of, all other rights granted to the Collateral Agent under the Loan Documents, as collateral security only for the complete payment when due of all Obligations, Borrower hereby, upon the maturity of the Obligations or the earlier acceleration of any Obligation in accordance with the Transaction Documents and the exercise by the Collateral Agent of any or all of its rights or remedies with respect to any or all of the Collateral pursuant to the Security Agreement, sells, assigns, grants, conveys, transfers and sets over to the Collateral Agent any and all rights of Borrower under any license and any license agreement with any other party, whether Borrower is a licensor or licensee under such license agreement, and the right to prepare for sale, sell and advertise for sale all Collateral now or hereafter owned by Borrower and now or hereafter covered by such license and agrees that it will not take any unreasonable action, or permit any unreasonable action to be taken by others subject to its control, including licensees, or fail to take any reasonable action, which could affect the validity or enforcement of the rights transferred to the Collateral Agent under this Assignment which rights are material to the conduct of Borrower's business. Borrower hereby covenants that, within ten (10) days thereafter, it will notify the Collateral Agent if any Patent described in subsection (A)(1) hereof, Copyright described in subsection (C)(1) hereof or Trademark described in subsection (B)(1) hereof shall at any time hereafter become subject to any such license agreement and that, together with such notice, it will provide the Collateral Agent with full identification thereof and with such further documentation as the Collateral Agent may reasonably request to accomplish or assure the accomplishment of the purpose of this Section D.

E. Borrower hereby agrees that, upon the maturity of the Obligations or the earlier acceleration of any Obligation in accordance with the Credit Agreement and the exercise by the Collateral Agent of any or all of its rights or remedies with respect to any or all of the Collateral pursuant to the Security Agreement, the Collateral Agent's right to use all Patents, Copyrights and Trademarks as described above shall be worldwide, to the extent of such Borrower's right to use the same, and without any liability for royalties or other related charges from the Collateral Agent to Borrower. The term of the collateral assignments and grant of security interest granted herein shall extend until the expiration of each of the Patents, Copyrights and Trademarks collaterally assigned hereunder, or until the Obligations have been indefeasibly paid in full in cash and all commitments to lend thereunder terminated.

F. Borrower represents and warrants that the United States and foreign Patents, Copyrights and Trademarks constitute all of the patents, patent applications, copyrights, copyright registrations, copyright registration applications, trademarks, trademark registrations, trademark registration applications and licenses with respect to any of the foregoing now owned by Borrower. Within ten (10) days after the creation thereof, Borrower shall identify in writing to the Collateral Agent all new applications for United States and foreign letters patent, copyright registrations and trademark registrations and licenses of Borrower, which new applications, patents, copyright registrations, trademark registrations and licenses shall be subject to the terms and conditions of the Security Agreement and this Collateral Assignment.

IN WITNESS WHEREOF, the undersigned has caused this Collateral Assignment to be duly executed by its duly authorized officer as of February 5, 2001.

RAPID PAK, INC.,  
a Wisconsin corporation

By:   
Chris R. Hannemann,  
Secretary, Treasurer and Vice President

ACKNOWLEDGMENT

STATE OF WISCONSIN )  
 ) ss.  
COUNTY OF DANE )

On February 5, 2001, before me appeared Chris R. Hannemann, as proved to me to be on the basis of satisfactory evidence the person described in and who executed the foregoing instrument as the Secretary, Treasurer and Vice President, of Rapid Pak, Inc., a Wisconsin corporation, signatory to such instrument, being by me duly sworn, did depose and say that he is the officer of such corporation described in and which executed the foregoing instrument; that said instrument is signed on behalf of such corporation by order of its Board of Directors; and that he acknowledged said instrument to be the free act and deed of such corporation.



*Timothy S Crisp*  
\_\_\_\_\_  
Notary Public  
My commission expires \_\_\_\_\_ is permanent.



See attached.

**RAPIDPAK  
DEC INTERNATIONAL, INC.  
ISSUED FOREIGN PATENTS**

Page No. 1  
1/22/2001

ANDRUS FILE COUNTRY	TITLE AND INVENTOR(S)	PATENT NO. EXPIRATION DATE	FEES DUE
1543-00032 Belgium	Servo Motor Operated Indexing Motion Packaging Machine And Method Buchko, Halgren	0515661 3/9/1994	12/10/00
1543-00033 Denmark	Servo Motor Operated Indexing Motion Packaging Machine And Method Buchko, Halgren	0515661 3/9/1994	12/10/00
1543-00009 EPC	Servo Motor Operated Indexing Motion Packaging Machine And Method Buchko, Halgren	0515661 3/9/1994	
1543-00034 France	Servo Motor Operated Indexing Motior. Packaging Machine And Method Buchko, Halgren	0515661 3/9/1994	12/10/00
1543-00035 Germany	Servo Motor Operated Indexing Motion Packaging Machine And Method Buchko, Halgren	P69101374.8 3/9/1994	12/10/00
1543-00036 Gr. Britain	Servo Motor Operated Indexing Motion Packaging Machine And Method Buchko, Halgren	0515661 3/9/1994	12/10/00
1543-00037 Holland	Servo Motor Operated Indexing Motion Packaging Machine And Method Buchko, Halgren	0515661 3/9/1994	12/10/00
1543-00038 Sweden	Servo Motor Operated Indexing Motion Packaging Machine And Method Buchko, Halgren	0515661 3/9/1994	12/10/00

**PATENT**

**REEL: 011692 FRAME: 0010**

RAPIDPAK  
DEC INTERNATIONAL, INC.

PENDING FOREIGN PATENT APPLICATIONS

Page No. 1  
1/22/2001

ANDRUS FILE COUNTRY	SERIAL NO. FILING DATE	TITLE AND INVENTORS)	COMMENTS	FEES DUE
1543-00010 Canada	2,075,804 8/11/1992	Servo Motor Operated Indexing Motion Packaging Machine And Method Buchko, Halgren	Final Fee Paid: 5/22/00	
1543-00013 PCT	PCT/US91/09279 12/10/1991	Servo Motor Operated Indexing Motion Packaging Machine And Method Buchko, Halgren		

RAPIDPAK  
DEC INTERNATIONAL, INC.

ISSUED U.S. PATENTS

Page No. 1  
1/22/2001

ANDRUS FILE	TITLE AND INVENTOR(S)	PATENT NO. ISSUE DATE	FEES DUE
1543-00021	Web Supply Mechanism For An Indexing Motion Packaging Machine Buchko, Halgren	5,170,611 12/15/1992	6/15/04
1543-00011	Reclosable Package And Method Of Making Same Buchko	5,246,720 9/21/1993	3/21/01, 3/21/05
1543-00004	Apparatus And Method For Advancing And Sealing Preformed Containers Buchko	5,443,150 8/22/1995	2/22/03, 2/22/07
1543-00016	Method For Advancing And Sealing Preformed Containers Buchko	5,682,729 11/4/1997	5/4/01, 5/4/05, 5/4/09
1543-00017	Combined Support Adjustment And Braking Mechanism For Use In Unwinding A Roll Of Web Material Buchko	5,785,270 7/28/1998	1/28/02, 1/28/06, 1/28/10
1543-00019	Forming Web Registration Control System Buchko	6,085,490 7/11/2000	1/11/04, 1/11/08, 1/11/12

RAPIDPAK  
DEC INTERNATIONAL, INC.  
PENDING U.S. PATENT APPLICATIONS

Page No. 1  
1/22/2001

ANDRUS FILE	SERIAL NO. FILING DATE	TITLE AND INVENTOR(S)	ATTY	COMMENTS
1543-00044	10/27/2000	System For Attaching Zipper Tape In Packaging Machines Buchko, Thompson	ASM	Supplement To Transmittal Letter: 10/27/00
1543-00006	07/526,278 12/12/1990	Servo Motor Operated Indexing Motion Packaging Machine And Method Buchko	ASM	Reexamination Control No.: 90/005,631 Amendment Filed: 1/16/01

None

None