

ASSIGNMENT RECORDATION FORM COVER SHEET Patents Only

10-09-2002



102244742

Date: September 30, 2002
Attorney Docket No. 5458-296

To the Honorable Commissioner of Patents and Trademarks:

Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Reichhold, Inc.
10-7-02

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

2. Name and address of receiving party(ies):
Forbo International S.A.
Bauelenzelgstrasse 20
Ch-8193 Eglisau, Switzerland

Additional name(s) & address(es) attached? Yes No

OFFICE OF PATENT RECORDS
2002 OCT -7 AM 11:15
FINANCE SECTION

3. Nature of conveyance:
 Assignment
 Merger
 Security Agreement
 Change of Name
 Other _____
Execution Date: April 19, 2002

4. Application Serial No. Please see Appendix A attached to Assignment

If this document is being filed together with a new application, the execution date of the application is: _____

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
F. Michael Sajovec
Myers Bigel Sibley & Sajovec
P. O. Box 37428
Raleigh NC 27627

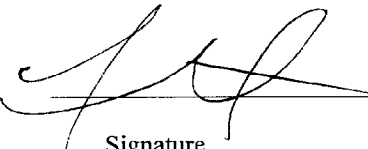
6. Total number of applications and patents involved: 14

7. Total fee (37 CFR 3.41) \$560.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: 50-0220

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.

F. Michael Sajovec Reg. No. 31,793  September 30, 2002

Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments and document: 10

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Appendix A
U.S. Patents and Patent Applications

Attorney Docket No.	Application No.	Filing Date	Patent No.	Issue Date	Assignment Recordation
05458.00023	08137599	15-Oct-1993	5441999	15-Aug-1995	Assignment recorded 11/29/93, Reel 6835, Frame 0571
05458.00024	08154617	18-Nov-1993	5490876	13-Feb-1996	Assignment recorded 2/4/94, Reel 6884, Frame 0806
05458.00024A	08467308	06-Jun-1995	5529619	25-Jun-1996	Assignment recorded 2/4/94, Reel 6884, Frame 0806
05458.00024B	08456123	31-May-1995	5492568	20-Feb-1996	Assignment recorded 2/4/94, Reel 6884, Frame 0806
05458.00059	08546065	20-Oct-1995	5610239	11-Mar-1997	Assignment recorded 10/20/95, Reel 7791, Frame 0687
05458.00086	08824470	26-Mar-1997	6006497	28-Dec-1999	Assignment recorded 11/1/99, Reel 010350, Frame 0297
05458.00087	08670596	26-Jun-1996	5772790	30-Jun-1998	Assignment recorded 9/23/26, Reel 8145, Frame 0193
05458.00095	07070206	14-Jul-1987	4743238	10-May-1988	Assignment recorded 4/17/92, Reel 6085, Frame 0128
05458.00099	07509269	13-Apr-1990	4998928	12-Mar-1991	Assignment recorded 4/16/92, Reel 6083, Frame 0131
05458.00114	07437471	15-Nov-1989	5066711	19-Nov-1991	Assignment recorded 4/16/92, Reel 6083, Frame 0131
05458.00202	09006785	14-Jan-1998	5965685	12-Oct-1999	Assignment recorded 1/14/98, Reel 8959, Frame 0010
05458.00203	08989603	12-Dec-1997	5916964	29-Jun-1999	Assignment recorded 12/12/97, Reel 8934, Frame 0812
05458.00231CX	09256644	23-Feb-1999	6239209	29-May-2001	Assignment recorded 4/14/99, Reel 9890, Frame 0550
05458.00232DV	09505754	16-Feb-2000	6230890	15-May-2001	Assignment recorded 7/13/98, Reel 9318, Frame 0488

ASSIGNMENT

THIS AGREEMENT ("Agreement") is made the *19th April*

2002

BETWEEN:-

- (1) **REICHHOLD, INC.**, a corporation incorporated and existing under the laws of the State of Delaware having its registered office at 2400 Ellis Road, Durham, NC 27703 (the "Assignor") and
- (2) **FORBO INTERNATIONAL S.A.**, a corporation incorporated and existing under the laws of Switzerland having its registered office at Baelenzelgstrasse 20, CH-8193 Eglisau, Switzerland and the corporate identity number CH-020.3.909.124-9 (the "Assignee");

IT IS AGREED AS FOLLOWS:-

In consideration of the payment of the sum of *US \$3,340,000* receipt of which is hereby acknowledged, and pursuant to a master business sale and purchase agreement executed on *9 March*, 2002 between REICHHOLD INVESTMENTS, BV and FORBOHOLDING A.G.:

- 1 The Assignor hereby assigns to the Assignee absolutely, and shall procure the assignment to the Assignee absolutely of, all legal and beneficial interest, free from all charges, liens or other encumbrances howsoever arising, in:-
 - 1.1 the patents and patent applications listed in the schedule hereto (the "Patents") including the inventions set forth therein, all divisions and continuations thereof, all rights to claim priority based thereon, all rights to file foreign applications on said inventions, and all letters patent and reissues thereof, issuing for said inventions, including without limitation the right to recover for past infringement of said patents, in any and all countries; and
 - 1.2 to the extent permitted by law, the right of the Assignee to claim priority from the date of any of the applications for any of the Patents listed in the schedule hereto under the International Convention for the Protection of Industrial Property for each country of the Union constituted by the said convention, in which the respective application shall be deemed to have been made;
 - 1.3 all rights of action that may have accrued in respect of any and all the rights described above
- 2 In the event of a successful restoration to the register of the abandoned US Patent Application no. 09/569,803 "Method of Forming Laminates", with filing date 12 May 2000 and inventors Ilkka and Yu, filed with the USPTO on 25 February 2002 by Myers Bigel Sibley & Sajovec, as a result of any Petition to Revive made by the Assignor, the Assignor shall assign any and all rights listed in Clause 1 in respect of that patent application to the Assignee absolutely in accordance with the terms of this Assignment.
- 3 The Assignor undertakes to the Assignee that the Assignor shall at the Assignee's request and cost execute and procure the execution of all documents and, in all

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countries, do and procure the doing of all such acts and things as may be reasonably necessary for the purpose of perfecting the assignments in this clauses 1 and 2 above and vesting any relevant rights in the Assignee absolutely, and for the purpose of registering the same on any relevant public register.

4 The failure by either party to exercise or enforce any rights under this Agreement shall not be deemed to be a waiver of any such rights, nor shall any single or partial exercise of any right, power or privilege, or further exercise thereof, operate so as to bar the exercise or enforcement thereof at any later time.

5 The waiver by either party of any breach of any of the terms of this Agreement shall not be deemed to be a waiver of any other breach of this Agreement.

6 **NOTICES**

6.1 All notices, demands or other communication, which all shall be written and in the English language, to or upon the respective Parties shall be deemed to have been duly served when delivered personally or sent by first class pre-paid airmail or facsimile, to the party in question or its agent for service as follows:

6.1.1 If to Assignee: Forbo International S.A
address: P.O. Box, CH-8193 Eglisau, Switzerland
facsimile: +411 868 25 26
attention: Ms Dagmar T. Jenni
with a copy to: FORBO INTERNATIONAL S.A
address: P.O. Box, CH-8193 Eglisau, Switzerland
facsimile: +411 868 25 26
attention: Jan-Erik Sangberg and Dr. Paul Halg

6.1.2 If to Assignor: Reichhold, Inc.
address: 2400 Ellis Road
Durham
NC 27703
facsimile: +919 990 7711
attention: Gary Krall

6.2 If to Assignee's agent, hereby appointed to accept service of process on Assignee's behalf in any action based on this Agreement which may be instituted in the US:

Assignee's Solicitors: Schnader Harrison Segal & Lewis LLP
Address: 1600 Market Street, Suite 3600,
Philadelphia, PA 19103
For the Attention of: Nicholas J. LePore III, Esq

6.2.1 or at such other address as the respective party may hereafter specify in writing in accordance with this clause 6 to the other party for this purpose .

6.2.2 In the absence of evidence of earlier receipt, a notice demand or other communication shall be deemed duly served (1) if delivered personally, when left at the address specified above, (2) if sent by airmail, six days after posting, and (3) if by facsimile upon successful transmission as recorded on the sender's equipment.

7 **LAWS AND JURISDICTION**

7.1 The construction, validity and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without reference to conflict of law principles, and by United States federal law.

7.2 In relation to any legal action or proceedings to enforce this Agreement or arising out of or in connection with this Agreement, each party irrevocably submits to the jurisdiction of the state and federal courts located in the State of Delaware.

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SCHEDULE

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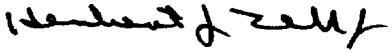
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SCHEDULE TO PATENT ASSIGNMENT - US

Country	Inventor	Case No.	Serial No.	Patent No.	Status	Title
USA	Jarvis, N Goel, A.	5458-23	08/137599	5,441,999	Granted	Hot Melt Adhesive
USA	Warmerdam, T Nolten, H Day, E Hetzler, J Goel, A	5458-24	08/154617	5,490,876	Granted	Starch-Based Adhesive
PCT		5458-24.1WO	PCTUS94131 69		Pending	
USA		5458-24A	08/467308	5,529,619	Granted	
USA		5458-24B	08/456123	5,492,568	Granted	
USA	Skelley, R	5458-59	08/546065	5,610,239	Granted	Two Component Adhesive
USA	Waver, B Mehlin, D Hickman, B	5458-86	08/824470	6,006,497	Granted	Methods and Apparatus for Preparing A Hot Melt Adhesive
USA	Huber, L	5458-87	08/670,596	5,772,790	Granted	Methods and Compositions for Removing HMPUR Residues
USA	Colon, H Maletsky, A	5458-95	07/070206	4,743,238	Granted	Witness Indicating Hot-Melt Adhesives
USA	Maletsky, A Nolan, D Polito, J	5458-99	07/509269	4,998,928	Granted	Barrier Guard Moisture-Proof Adhesive
USA	Colon, H Maletsky, A	5458-114	07/437471	5,066,711	Granted	Witness Indicating Hot-Melt Adhesives
USA	Fromwiller, J	5458-202	09/006785	5,965,685	Granted	Rapid Curing Aliphatic

Country	Inventor	Case No.	Serial No.	Patent No.	Status	Title
USA	Fromwiller, J	5458-203	08/989603	5,916,964	Granted	Hot Melt Adhesive Reactive Hot Melt Adhesive
USA	Yang, S Petschke, G	5458-231CX	09/256644	6,239,209	Granted	Water Borne Polyurethane Copolymer
USA	Waver, B Mechling, D Hickman, B Bildusas, L	5458-232	09/048146	6,044,625	Granted	Methods and Apparatus for Preparing a Hot Melt Adhesive
PCT		5458-86WO	PCT/US98/05857		Published	
USA		5458-232DV	09/505754	6,230,890	Granted	Packaged Adhesive Mass
PCT	Adams, R.M.	5458-236.WO	PCTUS9915636	WO0002971	Published	Structural Adhesive Resin Composition
PCT	Pacanovsky, J	5458-252.WO	PCTUS0032605	WO0140396	Published	Urethane Modified Epoxy Adhesive Composition
USA	Petschke, G Yang, S	5458-253RC	09/337,949		Pending	Urethane Acrylate Hybrid Polymer Dispersion
USA	Ilkka, J Haibin, Yu	5458-259	09/569,803		Abandoned	Method of Forming Laminates
PCT		5458-259.WO	PCTUS0013492	WO0071343	Published	
USA	Thibaut, J-P Tezenas, P Onzain, I			4,814,413	Granted	Heat-Meltable Polymer For Use As Adhesive Agent, Method For Manufacturing the Same and Application Thereof For the Gluing of Substrate Materials

IN WITNESS WHERE OF this document has been executed the day and year first above written.

SIGNED by 

for and on behalf of **REICHHOLD, INC.**

SIGNED by 

for and on behalf of **FORBO INTERNATIONAL S.A.**

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DATED

1992 April

2002

PATENT ASSIGNMENT

BETWEEN

(1) REICHHOLD, INC.

and

(2) FORBO INTERNATIONAL S.A.



Charles Russell
8-10 New Fetter Lane
London EC4A 1RS

Tel : 020 7203 5000

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RECORDED: 10/07/2002

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