| Form PTO-1595 Modified RECORDATION FOR | VI COVER SHEET U.S. DEPARTMENT OF COMMERCE |
|--|---|
| Attorney Docket No.: 320310-00005 PATENT | S ONLY U.S. Patent and Trademark Office |
| Tab settings ⇒ ⇔ ⇔ ▼ | Y Y Y |
| To the Honorable Commissioner of Patents and Trademarks: | Please record the attached onginal documents or copy thereof. |
| Name of conveying party(ies): | Name and address of receiving party(ies) |
| Ајсод (пс. | Name: Stolle Machinery Company, LLC |
| | Internal Address: |
| Additional name(s) of conveying party(es) attached? Yes Vo | |
| 3. Nature of conveyance: | |
| Assignment Merger | Street Address: 6949 South Potomac Street |
| Security Agreement Change of Name | Street Address: 5545 Street Street |
| Other | |
| | City: Centennial State: CO Zip: 80112 |
| January 9, 2004 Execution Date: | Additional name(s) & address(es) attached? Yes V No |
| Additional numbers at | |
| Name and address of party to whom correspondence concerning document should be mailed: Name: Allen S. Rose | 6. Total number of applications and patents involved: 11 7. Total fee (37 CFR 3.41)\$40.00 |
| Kattent Muchin Zavis Rosenman | Enclosed |
| | Authorized to be charged to deposit account |
| Street Address: 1025 Thomas Jefferson St., N.W | 8. Deposit account number. |
| Street Address | 50-1710 |
| East Lobby, Suite 700 | |
| City: Washington State: DC Zip: 20007 | |
| | THIS SPACE |
| 9. Signature. Submitted Via Facsimile to (703) 306-599 | 5 Return Receipt to Fax Number (202) 298-7570 |
| Richard P. Bauer Reg. No. 31,588 Name of Person Signing Total number of pages including court | Signature 2/12/04 Date prisheet, attachments, and gocuments: |

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks, Box Assignments

Washington, D.C. 20231

PATENT

REEL: 014332 FRAME: 0885

2-04 06:23pm

ASSIGNMENT OF INTELLECTUAL PROPERTY

This Assignment of Intellectual Property (the "Assignment"), dated January $\frac{\mathbf{q}}{\mathbf{q}}$, 2004 is made by and between ALCOA INC. f/k/a ALUMINUM COMPANY OF AMERICA, a corporation organized under the laws of Pennsylvania ("Assignor") and STOLLE MACHINERY COMPANY, LLC f/k/a APE ACQUISITION, LLC, a limited liability company organized under the laws of Delaware ("Assignee").

RECITALS

WHEREAS, pursuant to the Acquisition Agreement, dated December 24, 2003 (the "Agreement"), among ALCOA SECURITIES CORPORATION, a corporation organized under the laws of Delaware ("ASC"), ALCOA PACKAGING MACHINERY, INC., a corporation organized under the laws of Delaware ("APMI") (collectively, ASC and APMI are referred to as "Seller"), STOLLE MACHINERY, INC., a Delaware corporation ("Stolle"), ALCOA INC., ("Alcoa" or "Assignor") (solely with respect to those rights, duties and obligations explicitly set forth herein), and APE ACQUISITION, LLC, ("Purchaser" or "Assignee"), Purchaser desires that Assignee acquire from the Assignor the Company Owned Intellectual Property and/or the Company Affiliate Owned Intellectual Property (collectively, the "Intellectual Property Rights");

WHEREAS, as a result of the conveyances contemplated by the Agreement, a Merger between the Purchaser and Stolle will occur at the Effective Time, Purchaser will be the entity that survives the Merger, and Purchaser will, at the Effective Time or immediately thereafter, change its corporate name from APE ACQUISITION, LLC to STOLLE MACHINERY COMPANY, LLC; and

WHEREAS, pursuant to the Agreement, Assignor desires to assign to Assignee, and Assignee desires to acquire, all of Assignor's right, title, and interest in and to all of the Intellectual Property Rights, including the Patents set forth on Exhibit A and the Marks set forth on Exhibit B hereto (collectively, the "Assigned Intellectual Property Rights").

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises, the covenants and agreements contained in the Agreement and in this Assignment, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and to implement the conveyances of the Intellectual Property Rights contemplated by the Agreement, and intending to be legally bound, Assignor hereby agrees as follows:

1. Capitalized terms used but not defined in this Assignment shall have the meanings ascribed to such terms in the Agreement.

2-04 06:23pm

- Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the Assigned Intellectual Property Rights, the same to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns, designees, nominees and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made, together with (i) all causes of action (in law or equity), claims, demands and any other rights for, or arising from, any past, present or future infringement, of the Assigned Intellectual Property Rights, (ii) the right to sue for and collect any damages for the use and benefit of Assignee and Assignee's successors, assigns, designees, nominees and other legal representatives, and (iii) to the extent that any trademark or service mark applications included in the Assigned Intellectual Property Rights are filed on the basis of Assignor's "intent to-use" such trademarks or service marks, the portion of the business to which those trademarks or service marks apply (which business is ongoing and existing).
- 3. Assignor represents and warrants that, at the time of the execution and delivery of this Assignment, it possesses the right and authority to make this Assignment.
- 4. As may be requested by Assignee or its designee or other legal representative from time to time after the date hereof, Assignor agrees to assist Assignee, or Assignee's successors, assigns, designees, nominees or other legal representatives, in a commercially reasonable manner, without further consideration, to (i) record and perfect the assignment of the Assigned Intellectual Property Rights and (ii) secure Assignee's rights in the Assigned Intellectual Property Rights, including, the execution and delivery of all oaths, assignments, powers-of-attorney, and similar instruments that Assignee deems necessary to assign and convey to Assignee, or Assignee's successors, assignees, designees, nominees or other legal representatives, all right, title and interest in and to the Assigned Intellectual Property Rights.
- 5. Assignor hereby authorizes and requests the Commissioner of the United States Patent and Trademark Office, the Commissioner of the United States Copyright Office and all other applicable bureaus or offices whose duty it is to issue patents, register trademark and service mark registrations, or register copyrights to issue or register as appropriate, the same to Assignee and Assignee's successors, assigns, designees, nominees and other legal representatives in accordance with the terms of this Assignment.
- 6. In the event of a conflict between the terms of this Assignment with any agreement entered into or other document filed for the purposes of recording the assignments contemplated herein with applicable bureaus or offices whose duty it is to issue patents, register trademark and service mark registrations, or register copyrights (such agreement or document, the "Local Filing"), the provisions of this Assignment shall control and prevail. Any such Local Filing is merely for recording the assignments contemplated herein and does not alter, modify or supercede the terms and conditions of this Assignment. Notwithstanding the foregoing, to the extent any provision of any Local Filing conflicts with this Assignment and is required to effectuate the recording of the Local Filing under the laws of the jurisdiction where the Local Filing is to be recorded, such conflicting provision shall control and prevail for the purposes of recording the Local Filing in the applicable jurisdiction.

7. This Assignment is effective as of the date APE ACQUISITION, LLC changes s corporate name to STOLLE MACHINERY COMPANY, LLC.

[Remainder of page intentionally left blank.]

7. This Assignment is effective as of the date APE ACQUISITION, LLC changes its corporate name to STOLLE MACHINERY COMPANY, LLC.

IN WITNESS WHEREOF, this Assignment has been executed as of the day and year first written above.

ALCOA INC. f/k/a

ALUMINUM COMPANY OF AMERICA

| Ву: | Zu | it 12 h | Saldo |
|------------------------------|-------|-------------|--------------|
| • | | | Kunt R. Word |
| Name: _. Title: | ASST. | Comonn | Conser |

Acknowledged and Accepted

APE ACQUISITION, LLC

| By: | ···· | |
|--------|------------------|------|
| Name: | · ·· | |
| Title: | | |

State of Pennsylvania)
)SS.
County of Allegheny)

Before me this <u>4</u> day of January, 2004 personally appeared <u>NUCLUO</u> to me personally known to be the person who is described in and who executed the above instrument, and he acknowledged to me that he executed the same of his own free will for the purposes therein set forth.

Notary Public

Notariat Seal Joansfer M. Walker, Notary Public City of Pittsburgh, Allegheity County My Commission Expires, June 6, 2005

Member, Fennsylvania Ausociation of Notaries

IN WITNESS WHEREOF, this Assignment has been executed as of the day and year first written above.

ALCOA INC. f/k/a

ALUMINUM COMPANY OF AMERICA

| Ву: | | | | | |
|---------|---|------|--|---|---|
| | | | | | - |
| Name: _ | _ | | | | |
| | • | | | - | - |
| Fitle: | | | | | |

Acknowledged and Accepted

APE ACQUISITION, LLC

By: AIP/SMC Holdings, Inc., a Delaware

corporation, its managing member

Name: Kim Marvin

Title: Secretary

| State of |))SS. |
|---|---|
| County of | |
| to me personally ki | by of January, 2004 personally appeared |
| | Notary Public |
| State of MARNIAN |))ss. |
| County of Anna Ar | • |
| Before me this _S" | ay of January, 2004 personally appeared Kin Marvill |
| to me personally k instrument, and he the purposes therei | wn to be the person who is described in and who executed the above knowledged to me that he executed the same of his own free will for set forth. |
| | I Ma SA |

PATENT REEL: 014332 FRAME: 0892

JOHN A. CARPENTER, JR. NOTARY PUBLIC ANNE ARUNDEL COUNTY STATE OF MARYLAND Com. Expires 02-01-06

| 5,564,298 lethod 5,563,700 5,738,237 | Matter ID | Status | Appln, Date | Appln. No. | Grant Dafe | Patent No. | Expires |
|---|--|--|---|----------------------|------------------------|------------|------------|
| Die Tool and Press Monitor and Product Quality Analysis Apparatus and Method 5000134 Granted 05/05/1995 08/437,110 10/08/1996 5,563,700 1 United States Holt, S.W.; Fletcher, J.; An, Shu Method and Apparatus for Testing the Material Integrity of a Converted Can End Method and Apparatus for Material Integrity of a Converted Can End Method and Apparatus for Material Integrity of a Converted Can End Method and Apparatus for Testing the Material Integrity of a Converted Can End Method and Apparatus for Testing the Material Integrity of a Converted Can End Method and Apparatus for Testing the Material Integrity of a Converted Can End Method and Apparatus for Testing the Material Integrity of a Converted Can End Method and Apparatus for Testing the Material Integrity of a Converted Can End Method and Apparatus for Testing the Material Integrity of a Converted Can End Method and Apparatus for Testing the Material Integrity of a Converted Can End Method and Apparatus for Testing the Material Integrity of a Converted Can End Method and Apparatus for Testing the Material Integrity of a Converted Can End Method and Apparatus for Testing the Material Integrity of a Converted Can End Method and Apparatus for Testing the Material Integrity of a Converted Can End Method and Apparatus for Testing the Material Integrity of a Converted Can End | IP1994000798 Country: Assignee: Inventore | Granted United States Alcoa Inc. | | 08/333,108 | 10/15/1996 | 5,564,298 | 11/01/2014 |
| 5000134 Granted 05/05/1995 08/437,110 10/08/1996 5,563,700 try: United States nee: Alcoa Inc. tors: Holt, S.W.; Fletcher, J.; An, Shu Method and Apparatus for Testing the Material Integrity of a Converted Can End 5000167 Granted 06/07/1995 08/476,406 04/14/1998 5,738,237 fry: United States nee: Alcoa Inc. ntors: McEldowney, Carl F. | Title: | Die Tool and | Press Monitor and Pr | oduct Quality Analy | sis Apparatus and Me | thod | |
| nee: Alcoa Inc. Holt, S.W.; Fletcher, J.; An, Shu Method and Apparatus for Testing the Material Intégrity of a Converted Can End Method and Apparatus for Testing the Material Intégrity of a Converted Can End 5000167 Granted 06/07/1995 . 08/476,406 04/14/1998 5,738,237 try: United States Alcoa Inc. Alcoa Inc. Alcoa Inc. Actions: McEldowney, Carl F. | 1P1995000134 Country: | Granted United States | | 08/437,110 | 10/08/1996 | 5,563,700 | 05/05/2015 |
| Granted 06/07/1995 . 08/476,406 04/14/1998 5,738,237 United States Alcoa Inc. McEldowney, Carl F. | Assignee: Inventors: Title: | Alcoa Inc. Holt, S.W.; F. Method and | letcher,].; An, Shu Apparatus for Testing | the Material Integri | ity of a Converted Can | End | |
| | 1P1995000167 Country: | Granted United State | | 08/476,406 | 04/14/1998 | 5,738,237 | 06/07/2015 |
| Title Improved Easy Open Container End, Method of Manufacture, and Tooling | Assignee: Inventors: Title: | Alcoa Inc. McEldowney Improved Ea | y, Carl F. asy Open Container Er | nd, Method of Manu | facture, and Tooling | | |

RECORDED: 02/12/2004