

10-01-2003

FORM PTO-1595 (Substitute)

F



HEET

U.S. DEPARTMENT OF COMMERCE

U.S. Patent Office

102563703

To the Director of the U.S. Patent and Trademark Office. Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

H & R INDUSTRIES, INC.

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

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

Name: Tuscarora IncorporatedAddress: 800 Fifth AvenueCity: New Brighton State: Pennsylvania Zip: 15066

3. Nature of conveyance:

☒ Assignment☐ Merger☐ Security Agreement☐ Change of Name☐ Other _____Execution Date: August 28, 2003Additional name(s) & address(es) attached? ☐ Yes ☒ No

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

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

A. Patent Application No(s).

B. Patent No(s). 6,572,207

6,131,404

4,907,423

D312,644

Additional numbers attached? ☐ Yes ☒ No

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

Name: Jody L. Burtner, Senior ParalegalREED SMITH LLPAddress: P.O. Box 488City: Pittsburgh State: PA Zip: 15230-04886. Total number of applications and patents involved: 47. Total fee (37 CFR 3.41): \$160.00☒ Enclosed☐ Authorized to be charged to deposit account☒ Charge any deficiency to deposit account

8. Deposit account number:

18-0582

(Attach duplicate copy of this page if paying by deposit account)

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 and correct copy of the original document.

Jody L. Burtner, Senior Paralegal

Name of Person Signing

Signature

September 26, 2003

Date

Total number of pages including cover sheet, attachments, and document: 6

09/30/2003 ECDOPER 00000063 6572207

01 FC:0021

160.00 DP

2003 SEP 29 AM 7:23
OPR/FINANCE

ASSIGNMENT OF INTELLECTUAL PROPERTY – PATENTS

This Assignment, effective this 28th day of August, 2003, is by and among **H & R INDUSTRIES, INC., H & R INDUSTRIES, INC. SOUTHEAST, SALES MANAGEMENT, INC., GARY M. HASE** (collectively the "ASSIGNOR") and **TUSCARORA INCORPORATED**, ("ASSIGNEE").

WHEREAS, ASSIGNOR owns rights in certain patent applications, issued patents and Letters Patent of the United States of America and in certain other foreign countries, said patent applications, issued patents and Letters Patent hereinafter being found and described in Schedule A attached hereto and made a part hereof, together with the inventions associated therewith and any patents issued thereon ("Patent Properties"); and

WHEREAS, ASSIGNOR and ASSIGNEE have entered into an Asset Purchase Agreement dated August 28, 2003 ("Asset Purchase Agreement") pertaining to the sale and purchase of certain assets and liabilities of ASSIGNOR, including Intellectual Property relating to the Business (as defined in Section 3.11 therein), (hereinafter referred to collectively as the "Intellectual Property"); and ASSIGNOR has agreed, inter alia, to assign, and ASSIGNEE has agreed, inter alia, to acquire ASSIGNOR's entire right, title and interest in, to and under the Patent Properties or similar legal protection to be obtained therefor in the United States and in any and all foreign countries.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN, intending to be legally bound, be it known that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR does hereby sell, assign and transfer to ASSIGNEE, its successors, assigns and legal representatives, ASSIGNOR's entire right, title and interest in and to said Patent Properties being found and described at least in Schedule A and improvements thereof in the United States of America and its territorial possessions and in any and all foreign countries, including all claims for past infringement, and to all Letters Patents or similar legal protection in the United States of America and its territorial possessions and in any and all foreign countries to be obtained for said Patent Properties and all divisions, reexaminations, reissues, renewals, substitutions, continuations, continuations-in-part, and extensions thereof or any legal equivalent thereof in a foreign country for the full term or terms for which the same may be granted, including, without limitation, all rights of priority, all rights to publish cautionary notices reserving ownerships of said inventions and all rights to file to register said inventions in appropriate registries.

ASSIGNOR hereby covenants that, upon the request of the ASSIGNEE (or its assigns), ASSIGNOR will promptly provide the ASSIGNEE (or its assigns) with all pertinent facts and documents relating to said Patent Properties and legal equivalents in the United States and foreign countries as may be known and accessible to ASSIGNOR and ASSIGNOR will testify as to the same in any action or litigation related thereto and will promptly execute and deliver to ASSIGNEE or its legal representative any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue, enforce and perfect such rights, title, and interest in ASSIGNEE, its successors, assigns and legal representatives for said Patent Properties and said equivalents thereof in any foreign country which may be necessary or desirable to carry out the

purposes thereof. Any and all reasonable expenses incurred by ASSIGNOR in connection with its obligations under this paragraph shall be paid by the ASSIGNEE (or its assigns), provided however, that ASSIGNEE has obtained the prior written consent of ASSIGNOR (or its successors and assigns) to incur the expense for which ASSIGNOR seeks payment.

ASSIGNEE hereby confirms, agrees to and accepts this Assignment of Intellectual Property.

[Signature Page Follows]

WITNESS the due execution hereof as of the date first written above.

Gary M. Hase

GARY M. HASE

H & R INDUSTRIES, INC.

By: Gary M. Hase

Title: President

H & R INDUSTRIES, INC. SOUTHEAST

By: Gary M. Hase

Title: President

SALES MANAGEMENT, INC.

By: Gary M. Hase

Title: President

TUSCARORA INCORPORATED

Trent Shute, VP + CFO

Trent Shute, Vice President and Chief Financial Officer

SCHEDULE A - INTELLECTUAL PROPERTY

U.S. Patents

<u>COUNTRY AND PATENT NO.</u>	<u>ISSUE DATE</u>	<u>TITLE</u>	<u>OWNER OF RECORD (REEL/FRAME)</u>	<u>STATUS</u>
US 6572207	6/3/2003	Cabinet Cooler	H & R Industries, Inc.	Issued
US 6131404	10/17/2000	Insulated Container	H & R Industries, Inc. and Norsk Hydro AS	Issued
US 4907423	3/13/1990	Insulated Refrigerated Storage Container	H & R Industries, Inc.	Issued
US D312644	12/4/1990	Insulated Container	H & R Industries, Inc.	Issued

Foreign Patents

<u>COUNTRY AND PATENT NO.</u>	<u>ISSUE DATE</u>	<u>TITLE</u>	<u>OWNER OF RECORD (REEL/FRAME)</u>	<u>STATUS</u>
CA 2276261	5/20/2003	Insulated Container	H & R Industries, Inc. and Norsk Hydro AS	Issued
NO 306835	12/27/1999	Method and Container for Transporting or Storing Goods, in Particular Food Products in a Frozen and/or Chilled State	H & R Industries, Inc. and Norsk Hydro AS	Issued
Sri Lanka 11759	9/10/1999	Method and Container for Transporting or Storing Goods, in Particular Food Products in a Frozen and/or Chilled State	H & R Industries, Inc. and Norsk Hydro AS	Issued

Foreign Patent Applications

<u>COUNTRY AND SERIAL NO.</u>	<u>FILING DATE</u>	<u>TITLE</u>	<u>OWNER OF RECORD (REEL/FAME)</u>	<u>STATUS</u>
MX 996045		Insulated Container	H & R Industries, Inc. and Norsk Hydro AS	Pending
EP 99943500 (Pub. No. 1090260)	6/18/1999	Method and Container for Transporting or Storing Goods, in Particular Food Products in a Frozen and/or Chilled State	H & R Industries, Inc. and Norsk Hydro AS	Pending
PL 345218	6/18/1999	Method and Container for Transporting or Storing Goods, in Particular Food Products in a Frozen and/or Chilled State	H & R Industries, Inc. and Norsk Hydro AS	Pending
WO 99/NO205 (Pub. No. WO 200000776)	6/18/1999	Method and Container for Transporting or Storing Goods, in Particular Food Products in a Frozen and/or Chilled State	H & R Industries, Inc. and Norsk Hydro AS	National Phase ¹
AU 9956575	6/18/1999	Method and Container for Transporting or Storing Goods, in Particular Food Products in a Frozen and/or Chilled State	H & R Industries, Inc. and Norsk Hydro AS	Pending

¹ Designated countries are: AL AM AT AU AZ BA BB BG BR BY CH CN CU CZ DE DK EE ES FI GB GD GE GH GM HR HU ID IL IN IS JP KE KG KP KR KZ LC LK LR LS LT LU LV MD MG MK MN MW NO NZ PL PT RO RU SD SE SG SI SK SL TJ TM TR TT UA UG UZ VN YU ZA ZW ZH GM KE LS MW SD SL SZ UG ZW AM AZ BY KG KZ MD RU TJ TM AT BE CH CY DE DK ES FI FR GB GR IE IT LU MC NL PT SE BF BJ CF CG CI CM GA GN GW ML MR NE SN TD TG