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10-605

Form PTO-1595
(Rev. 10/02)U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

OMB No. 0651-0027 (exp. 6/30/2005)

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

1. Name of conveying party(ies):

Arrowhead Systems LLC

2. Name and address of receiving party(ies)

Name: Busse/SJI Corporation

Internal Address: _____

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

3. Nature of conveyance:

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other _____

07/30/2003

Execution Date: _____

Street Address: 124 North Columbus Street

City: Randolph State: WI Zip: 53956

Additional 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) PCTUS97/07571,
PCTUS97/07520; PCTUS97/07387B. Patent No.(s) 4,834,605
5,080,551; 5,395,209; 6,338,607Additional numbers attached? ☒ Yes ☐ No

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

Name: Peter J. Faust

Internal Address: O'Neil, Cannon & Hollman, S.C.

Street Address: 111 East Wisconsin Avenue

Suite 1400

City: Milwaukee State: WI Zip: 53202

6. Total number of applications and patents involved: 17

7. Total fee (37 CFR 3.41).....\$ 680.00

- ☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number:

2003 OCT -6 AM 9:33
OPR/FINANCE

DO NOT USE THIS SPACE

9. Signature.

Peter J. Faust

Name of Person Signing

Signature

September 26, 2003

Date

Total number of pages including cover sheet, attachments, and documents: 8

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

10/07/2003 LMUELLER 00000194 PCT/US97/07571

01 FC:8021

680.00 DP

PATENT
REEL: 014546 FRAME: 0710

Attachment to Recordation Form Cover Sheet
PATENTS ONLY

Conveying Party: Arrowhead Systems, LLC
Receiving Party: Busse/SJI Corporation

4.A. Additional Application Nos.

PCTUS98/20568
PCTUS00/19090

4. B. Additional Patent Nos.

6,561,752
6,402,455
6,152,681
6,398,461
4,479,574
4,836,228
5,903,954
6,080,242

AMENDED AND RESTATED
TRADEMARK AND PATENT ASSIGNMENT

THIS ASSIGNMENT (the "Assignment") made and entered into as of this 30th day of July 2003, by Arrowhead Systems LLC (now known as AH Systems LLC), a Delaware limited liability company ("Assignor"), and Busse/SJI Corporation (formerly known as Busse/SJI Acquisition Corp.), a Wisconsin corporation ("Assignee").

W I T N E S S E T H:

WHEREAS, Assignor and Assignee entered into an Asset Purchase Agreement dated as of March 4, 2003 (the "Agreement"), providing for the sale by Assignor of certain assets relating to a portion of the business of Assignor;

WHEREAS, in connection with the Agreement, Assignor assigned certain rights in intangible assets, including certain trademark and service mark registrations and applications identified on the attached Schedule A ("Trademarks") and certain patents and patent applications identified on the attached Schedule A ("Patents"), pursuant to a Trademark and Patent Assignment dated March 4, 2004 (the "Original Assignment");

WHEREAS, the Original Assignment was not recorded with the U.S. Patent and Trademark Office pending the filing of the Articles of Amendment changing the names of Assignor and Assignee as indicated in the caption above;

WHEREAS, Assignor and Assignee desire to amend and restate the Original Assignment as provided herein and record this Assignment with the U.S. Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Assignor hereby agrees as follows:

TRADEMARKS

1. Assignor hereby sells, assigns and transfers to Assignee all of Assignor's right, title and interest in and to the Trademarks, together with the goodwill of the business which is symbolized by the Trademarks and the right to sue and recover any damages and profits and all other remedies for past and future infringements thereof.

2. Assignor agrees to execute and deliver at the reasonable request of Assignee, any and all instruments, assignments and papers and to perform any other reasonable acts Assignee may require in order to consolidate, vest and record in Assignee, all of Assignor's rights, title and interest in and to the Trademarks.

PATENTS

3. Assignor hereby sells, assigns and transfers to Assignee all of Assignor's right, title and interest in and to the Patents, the inventions disclosed therein and all divisionals, continuations, continuations-in-part, reissues, reexaminations, and extensions thereof, all said rights to be held and enjoyed by Assignee for its own use and for the use of its successors, assigns, or other legal representatives, to the full end of the term for which the Patents have been or will be granted, reexamined, extended or reissued, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made, and Assignor hereby assigns any and all claims and causes of action for infringement of such Patent which have accrued up to and including the date of this Assignment, including all rights to recover damages, profits, and injunctive relief for past and future infringements thereof.

4. Assignor authorizes Assignee, its successors, assigns, or nominees, to make additional applications for patent or other form of protection for the Patents in Assignee's own name, in any and all countries and to invoke and claim for any application for patent or other form of protection for the Patents filed by Assignor or Assignee, the benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it, and to invoke and claim such right of priority without further written or oral authorization from Assignor.

5. Assignor agrees that Assignor will, without demanding any further consideration therefor, at the request but at the expense of Assignee, perform any reasonable acts, including the execution and acknowledgment of instruments, that may be or become reasonably necessary for obtaining, sustaining, reexamining or reissuing the Patents, and for maintaining and perfecting Assignee's rights to the Patents.

6. Assignor hereby agrees that, subject to the requirements of any country at issue, a copy of this Assignment may be utilized as a full legal and formal equivalent of any assignment, consent to file, or like document which may be required in said country in proof of the right of Assignee or its successors, assigns, or nominees to apply for patent or other proper protection for the Patents, and to claim the aforesaid benefits of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it.

GENERAL

7. This Assignment shall inure to the benefit of Assignee and its successors and assigns and shall be binding upon Assignor and its successors and assigns.

8. Assignor hereby authorizes and requests the United States Commissioner of Patents and Trademarks, and as appropriate, the corresponding officials of the several states and of all foreign countries, to record Assignee as the owner of and/or to issue to Assignee in accordance with this instrument all registrations and Letters patent having to do with the Trademarks and Patents, and all applications and renewals for any of the same.

9. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment as of the date first above-written.

ARROWHEAD SYSTEMS LLC (now known as AH
SYSTEMS LLC)

By:  _____

Name: Thomas J. Young

Title: CEO

BUSSE/SJI CORPORATION (formerly known as
BUSSE/SJI ACQUISITION CORP.)

By:  _____

Name: Thomas J. Young

Title: CEO

SCHEDULE A**Trademarks**

<u>Country Name</u>	<u>Filing Date</u>	<u>Application/ Registration Number</u>	<u>Registration Date</u>	<u>Trademark</u>
U.S.A.	07/17/90	1660525	10/15/91	PATTERN-RITE
U.S.A.	04/28/95	2013223	11/05/96	TURBO
U.S.A.	04/26/95	2130921	01/20/98	TURBO-FLO
U.S.A.	07/03/96	2151342	04/14/98	VIPER
U.S.A.	03/07/01	2522400	12/25/01	SJI
U.S.A.	03/07/01	76/220969	N/A	ADVANTAGE
U.S.A.	02/15/01	76/211594	N/A	ECLIPSE
U.S.A.	03/12/01	76/223243	N/A	CLASSIC "R"
U.S.A.	03/12/01	76/223205	N/A	CLASSIC "W"

Patents

<u>Country Name</u>	<u>Application Number</u>	<u>Filing Date</u>	<u>Patent Number</u>	<u>Issue Date</u>	<u>Title</u>
Canada	571136	07/05/88	1303635	06/16/92	APPARATUS FOR PALLETIZING LAYERS OF CIRCULAR CONTAINERS ARRANGED IN A HONEYCOMB PATTERN
United Kingdom	8816800	07/14/88	2207649	10/16/91	APPARATUS FOR PALLETIZING LAYERS OF CIRCULAR CONTAINERS ARRANGED IN A HONEYCOMB PATTERN
U.S.A.	074675	07/17/87	4834605	05/30/89	APPARATUS FOR PALLETIZING LAYERS OF CIRCULAR CONTAINERS ARRANGED IN A HONEYCOMB PATTERN
U.S.A.	284338	12/14/88	5080551	01/14/92	APPARATUS FOR PALLETIZING LAYERS OF CIRCULAR CONTAINERS ARRANGED IN A HONEYCOMB PATTERN
Canada	2075310	08/05/92	N/A	N/A	PALLETIZER
U.S.A.	870629	04/17/92	5395209	05/07/95	PALLETIZER

Country Name	Application Number	Filing Date	Patent Number	Issue Date	Title
European Patent Office	97923550 4	05/02/97	N/A	N/A	PALLET AND TOP FRAME HANDLER FOR A PALLETIZER
Patent Cooperation Treaty	PCTUS 9707571	05/02/97	N/A	N/A	PALLET AND TOP FRAME HANDLER FOR A PALLETIZER
U.S.A.	017014	05/03/96	N/A	N/A	PALLET AND TOP FRAME HANDLER FOR A PALLETIZER
U.S.A.	09/180170	01/19/99	6338607	01/15/02	PALLET AND TOP FRAME HANDLER FOR A PALLETIZER
U.S.A.	09/968115	10/01/01	N/A	N/A	PALLET AND TOP FRAME HANDLER FOR A PALLETIZER
European Patent Office	97922645 3	05/02/97	N/A	N/A	SEPARATION SHEET HANDLER FOR PALLETIZER
Patent Cooperation Treaty	PCTUS 9707520	05/02/97	N/A	N/A	SEPARATION SHEET HANDLER FOR PALLETIZER
U.S.A.	016853	05/03/96	N/A	N/A	SEPARATION SHEET HANDLER FOR PALLETIZER
U.S.A.	09/180168	01/19/99	N/A	N/A	SEPARATION SHEET HANDLER FOR PALLETIZER
European Patent Office	97925432 3	05/02/97	N/A	N/A	CONTAINER SWEEP APPARATUS FOR A PALLETIZER
Patent Cooperation Treaty	PCTUS 9707387	05/02/97	N/A	N/A	CONTAINER SWEEP APPARATUS FOR A PALLETIZER
U.S.A.	016845	05/03/96	N/A	N/A	CONTAINER SWEEP APPARATUS FOR A PALLETIZER
U.S.A.	180169	02/15/99	6152681	11/28/00	CONTAINER SWEEP APPARATUS FOR A PALLETIZER
U.S.A.	031366	11/18/96	N/A	N/A	CONTAINER HANDLING SYSTEM
Canada	2305570	10/01/98	N/A	N/A	CONTAINER HANDLING SYSTEM
European Patent	98953217 1	10/01/98	N/A	N/A	CONTAINER HANDLING SYSTEM

Country Name	Application Number	Filing Date	Patent Number	Issue Date	Title
Office					
Mexico	003278	04/03/00	N/A	N/A	CONTAINER HANDLING SYSTEM
Patent Cooperation Treaty	PCTUS 9820568	10/01/98	N/A	N/A	CONTAINER HANDLING SYSTEM
U.S.A.	060832	10/01/97	N/A	N/A	CONTAINER HANDLING SYSTEM
U.S.A.	09/509630	06/15/00	N/A	N/A	CONTAINER HANDLING SYSTEM
U.S.A.	107882	11/09/98	N/A	N/A	CONTAINER HANDLING SYSTEM FOR PALLETIZING AND DEPALLETIZING ARTICLES
Patent Cooperation Treaty	PCTUS 0019090	07/13/00	N/A	N/A	SEPARATOR SHEET HANDLING ASSEMBLY
U.S.A.	143575	07/13/99	N/A	N/A	SEPARATOR SHEET HANDLING ASSEMBLY
U.S.A.	149002	08/13/99	N/A	N/A	SEPARATOR SHEET HANDLING ASSEMBLY
U.S.A.	10/030853	01/11/02	N/A	N/A	SEPARATOR SHEET HANDLING ASSEMBLY
U.S.A.	437002	11/09/99	N/A	N/A	A CONTAINER HANDLING SYSTEM FOR PALLETIZING AND DEPALLETIZING ARTICLES
U.S.A.	370470	04/21/82	4479574	10/30/84	CONTAINER TRANSPORT APPARATUS
U.S.A.	938436	12/06/86	4836228	06/06/89	CONTAINER CLEANING APPARATUS
U.S.A.	927084	09/10/97	5903954	05/18/99	METHOD AND APPARATUS FOR CLEANING TIER SHEETS
U.S.A.	237832	01/27/99	6080242	01/27/00	METHOD AND APPARATUS FOR CLEANING TIER SHEETS