

Form PTO-1595 (Rev. 09/04)  
OMB No. 0651-0027 (exp. 6/30/2005)

U.S. DEPARTMENT OF COMMERCE  
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### RECORDATION FORM COVER SHEET PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies)/Execution Date(s):**

NEX Massachusetts Business Trust

Execution Date(s) 1/11/2005

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

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

Name: Appleton Extrusion, Inc.

Internal Address: \_\_\_\_\_

Street Address: 825 East Wisconsin Avenue

P.O. Box 359

City: Appleton

State: WI

Country: US

Zip: 54912-0359

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

**3. Nature of conveyance:**

- Assignment  Merger
- Security Agreement  Change of Name
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other \_\_\_\_\_

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

This document is being filed together with a new application.

A. Patent Application No.(s)

10/728,726

B. Patent No.(s)

Additional numbers attached?  Yes  No

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

Name: Nicholas A. Kees

Internal Address: Godfrey & Kahn, S.C.

Street Address: 780 N. Water Street

City: Milwaukee

State: WI

Zip: 53202

Phone Number: 414-273-3500

Fax Number: 414-273-5198

Email Address: docketing@gklaw.com

**6. Total number of applications and patents involved:**

40.00

**7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00**

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed
- None required (government interest not affecting title)

**8. Payment Information**

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number 07-1509

Authorized User Name Godfrey & Kahn, S.C.

**9. Signature:**

  
Signature

2/10/05  
Date

Nicholas A. Kees

Name of Person Signing

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

4

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

CH \$40.00 071509 10728726

## ASSIGNMENT OF PATENT APPLICATION

WHEREAS, NEX MASSACHUSETTS BUSINESS TRUST, a Massachusetts business trust ("Assignor"), owns all right, title, and interest in the United States patent application listed on **Schedule A** attached hereto (the "Patent Application");

WHEREAS, APPLETON EXTRUSION, INC., a Wisconsin corporation ("Assignee"), is acquiring substantially all of the assets of Assignor pursuant to that certain Asset Purchase Agreement of even date herewith, by and among Assignor, Assignee and certain other parties (the "Purchase Agreement"); and

WHEREAS, in connection with the Purchase Agreement, Assignee is acquiring all right, title and interest in, to, and under the Patent Application and in, to, and under Letters Patent or similar legal protection to be obtained therefor in the United States and its territorial possessions and in all foreign countries.

NOW, THEREFORE, for the good and valuable consideration set forth in the Purchase Agreement, the sufficiency of which is hereby acknowledged, Assignor does hereby sell, assign, and transfer unto Assignee all right, title, and interest in, to, and under the Patent Application in the United States and its territorial possessions and in all foreign countries and to all Letters Patent or similar legal protection in the United States and its territorial possessions and in all foreign countries to be obtained for said Letters Patent by said application, and all continuations, continuations-in-part, divisions or renewals thereof, all patents that may be granted therefrom, all reissues or extensions of such patents, and in and to any applications corresponding or claiming priority thereto that have been or shall be filed in the United States and its territorial possessions and in all foreign countries, and all patents or utility models of foreign countries that may be granted therefrom, together with any and all claims or causes of infringement thereof that may have accrued prior to and/or after the effective date of this Assignment, together with the right to bring suit for and/or initiate any proceeding to collect any and all damages arising from said claims or causes of action.

Assignor hereby covenants that no assignment, sale, agreement, or encumbrance has been or will be made or entered into which would conflict with this Assignment.

Assignor further covenants that Assignee will, upon Assignor's request, be provided promptly with all pertinent facts and documents relating to the Patent Application, said invention and said Letters Patent and legal equivalents in foreign countries as may be known and accessible to Assignor and will testify as to the same in any interference 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, and enforce the Patent


Application, said invention, and said Letters Patent and said equivalents thereof in any foreign country which may be necessary or desirable to carry out the purposes thereof.


Dated as of January 11, 2005.

Dated as of January 11, 2005.

NEX MASSACHUSETTS BUSINESS TRUST

APPLETON EXTRUSION, INC.

By:   
Name: Dr. Gary STETSON  
Title: SOLE TRUSTEE

By:   
Name: Dana E. Allen  
Title: Assistant Secretary

## SCHEDULE A

TITLE	PATENT APPLICATION NO.
CONTROLLED COF FILMS	10/728,726