

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
National City Bank	12/20/2005

RECEIVING PARTY DATA

Name:	Snyder Industries, Inc.
Street Address:	4700 Fremont Street
Internal Address:	P.O. Box 4583
City:	Lincoln
State/Country:	NEBRASKA
Postal Code:	68504

PROPERTY NUMBERS Total: 17

Property Type	Number
Patent Number:	4257527
Patent Number:	4394966
Patent Number:	4450976
Patent Number:	4504535
Patent Number:	4660733
Patent Number:	4558799
Patent Number:	4847028
Patent Number:	5374026
Patent Number:	5430927
Patent Number:	5490603
Patent Number:	6193099
Patent Number:	6079580
Patent Number:	6247594
Patent Number:	6311875

PATENT

500068209

REEL: 016945 FRAME: 0801

CH \$680.00 4257527

Patent Number:	6318581
Patent Number:	6474496
Patent Number:	6484899

# CORRESPONDENCE DATA

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ATTORNEY DOCKET NUMBER:	11080-8
NAME OF SUBMITTER:	Lisa Yoon

Total Attachments: 12  
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**ASSIGNMENT OF PATENTS AND LICENSES AND  
RELEASE OF TRADEMARK SECURITY INTEREST**

This Assignment Of Patents And Licenses And Release Of Trademark Security Interest ("Release") is made by NATIONAL CITY BANK of National City Center, 1900 East Ninth Street, Cleveland, Ohio 44114 (hereinafter "National City Bank").

WHEREAS, in order to secure certain debt, Snyder Industries, Inc., a Nebraska corporation with offices at 4700 Fremont Street, P.O. Box 4583, Lincoln, Nebraska 68504 ("Snyder Industries") in a Contingent Patent, Trademark and License Assignment dated December 6, 1999 (the "Original Agreement"), assigned to National City Bank all of its right, title and interest in certain U.S. and foreign patents and patent applications set forth in Schedule A-1 and certain license agreements and software set forth in Schedule B-1, and granted a security interest in and to certain U.S. trademarks and trademark applications set forth in Schedule C-1 and the goodwill of the business of Snyder Industries;

WHEREAS, the Original Agreement was recorded in the Patent Assignment Database of the U.S. Patent and Trademark Office (the "PTO") at Reel/Frame 010602/0594 and in the PTO's Trademark Assignment Database at Reel/Frame 2034/0910;

WHEREAS, Snyder Industries, in an Amended and Restated Contingent Patent, Trademark and License Assignment dated February 12, 2001 (the "Amended Agreement"), assigned to National City Bank all of its right, title and interest in the U.S. and foreign patents and patent applications set forth in Schedule A-1 and the license agreements and software set forth in Schedule B-1, and granted a security interest in and to the U.S. trademarks and trademark applications set forth in Schedule C-1 and the goodwill of the business of Snyder Industries;

WHEREAS, the Amended Agreement was recorded in the PTO's Patent Assignment Database at Reel/Frame 011862/0120 and in the PTO's Trademark Assignment Database at Reel/Frame 2311/0226 with an execution date of February 9, 2001;

WHEREAS, in connection with that certain Amended and Restated Credit and Security Agreement dated as of December 13, 2004, Snyder Industries amended the Amended Agreement by delivering new schedules thereto (the "Second Amended Agreement", and together with the Original Agreement and the Amended Agreement, the "IP Security Agreements"), assigned to National City Bank all of its right, title and interest in the U.S. and foreign patents set forth in Schedule A-2 and the license agreements and software set forth in Schedule B-2, and granted a security interest in and to the U.S. trademarks and trademark applications set forth in Schedule C-2 and the goodwill of the business of Snyder Industries;

WHEREAS, on January 11, 2005, the Second Amended Agreement was recorded in the PTO's Patent Assignment Database at Reel/Frame 015552/0037 and in the PTO's Trademark Assignment Database at Reel/Frame 3006/0446 with an execution date of February 12, 2001;

1. For good and valuable consideration, receipt of which is acknowledged, and pursuant to Section 9 of the Original Agreement, Section 9 of the Amended Agreement, and Section 9 of the Second Amended Agreement, National City Bank hereby:

A. Assigns and re-conveys back to Snyder Industries all right, title and interest of National City Bank in and to the following conveyed to National City Bank pursuant to the IP Security Agreements: (i) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents set forth in Schedules A-1 and A-2, (ii) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (iii) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iv) the right to sue for past, present and future infringements thereof, and (v) all rights corresponding thereto throughout the world (all of the foregoing patents and patent applications, together with the items described in clauses (i)-(v), are sometimes hereinafter individually and/or collectively referred to as the "Patents");

B. Assigns and re-conveys back to Snyder Industries all right, title and interest of National City Bank in and to the license agreements and software conveyed to National City Bank pursuant to the IP Security Agreements, including, without limitation, the license agreements and software set forth in Schedules B-1 and B-2, and the right to prepare for sale, sell and advertise for sale, all inventory covered by such license agreements; and

C. Releases and re-conveys to Snyder Industries the lien and security interest granted by Snyder Industries to National City Bank pursuant to the IP Security Agreements with respect to the following:

(i) (a) trademarks, trademark registrations, trade names and trademark applications, service mark registrations, service names and service mark applications, including, without limitation, the trademarks, trademark registrations, trade names and trademark applications, service marks, service mark registrations, service names and service mark applications set forth in Schedules C-1 and C-2, (b) renewals thereof, (c) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payment for past or future infringements thereof, (d) the right to sue for past, present and future infringements thereof, and (e) all rights corresponding thereto throughout the world (all of the foregoing trademarks, service marks, trademark and service mark registrations, trade names, service names and applications, together with the items described in clauses (a)-(e), are sometimes hereinafter individually and/or collectively referred to as the "Trademarks"); and

(ii) the goodwill of the business of Snyder Industries, including but not by way of limitation such goodwill connected with and symbolized by the Trademarks.

2. National City Bank acknowledges and agrees that the rights granted to National City Bank in the IP Security Agreements are hereby terminated and extinguished.

3. National City Bank warrants that it has the power and authority to make this Release according to its terms, that it has not assigned or otherwise transferred any of its rights in and to the Patents, license agreements and software, the Trademarks and the goodwill of the business of Snyder Industries to any other person, and that this Release does not violate or contravene any other agreement to which National City Bank is a party.

4. National City Bank covenants that it will execute and deliver to Snyder Industries all other instruments, including without limitation supplemental assignments, as may be necessary or proper (A) to re-vest in Snyder Industries full title to the Patents, license agreements and software conveyed to National City Bank in the IP Security Agreements; and (B) to perfect or confirm the release of the lien and security interest in the Trademarks and goodwill of the business of Snyder Industries granted to National City Bank in the IP Security Agreements.

IN WITNESS WHEREOF, National City Bank, by a duly authorized Officer thereof, has caused this Release to be duly executed as of the date indicated below.

NATIONAL CITY BANK

Date: 12/20/05

Signature: Susan M. Toewe

Printed Name: **Susan M. Toewe**  
**Vice President**

Title: \_\_\_\_\_

State of OHIO )  
 ) ss  
County of CUYAHOGA )

On this 20th day of DECEMBER, 2005, before me a Notary Public in and for the above County and State, personally appeared the above named SUSAN M. TOEWE personally known to me, and acknowledged the execution of the foregoing assignment as a free act and deed for the purpose herein set forth.

Annemarie E. French  
Notary Public



ANNEMARIE E. FRENCH  
Notary Public  
In and for the State of Ohio  
My Commission Expires January 17, 2010  
Recorded in Cuyahoga County

**EXHIBIT A-1****U.S. PATENTS**

<u>Patent No.</u>	<u>Description</u>	<u>Issue Date</u>
4,257,527	Plastic drum	03/24/81
4,394,966	Spraying apparatus having fluid storage tank with agitator and anti-vortex tank fillings	07/26/83
4,450,976	Wheeled molded container with hinged lid	05/29/84
4,504,535	Fastening ring insert for a molded plastic article	03/12/85
4,660,733	Cone bottom tank and liftable tank support	04/28/87
4,558,799	Container with hinged lid	12/17/85
4,847,028	Molding method for a container with internal projections	07/11/89
5,374,026	Outlet fitting	12/20/94
5,430,927	Double-walled tank	07/11/95
5,490,603	Fluid tank apparatus	02/13/96
6,193,099	Process for forming a rib on a rotationally molded part	02/27/01
6,079,580	Rotationally molded horizontal tank	06/27/00

See also attached list for foreign patents.

## FOREIGN PATENTS

<u>Country</u>	<u>Patent No.</u>	<u>Description</u>	<u>Issue Date</u>
Mexico	144941	Plastic drum	12/04/81
Canada	1111360	Plastic drum	10/27/81
United Kingdom	1586485	Plastic drum	05/20/81
United Kingdom	1586484	Plastic drum	05/20/81
Canada	1081143	Plastic drum	07/08/80
West Germany	2733284	Plastic drum	03/19/84
Canada	1210343	Fastening ring insert for a molded plastic article	08/26/86



**EXHIBIT A-2****PATENTS**

<u>Country</u>	<u>Patent No.</u>	<u>Title</u>	<u>Issue Date</u>	<u>Assignee</u>
U.S.	4,847,028	Molding method for a container with internal projections	7/11/89	Snyder Industries, Inc.
U.S.	5,374,026	Outlet fitting	12/20/94	Snyder Industries, Inc.
U.S.	5,430,927	Double walled tank and method of making the same	7/11/95	Snyder Industries, Inc.
U.S.	5,490,603	Fluid tank apparatus	2/13/96	Snyder Industries, Inc.
U.S.	6,079,580	Molded tank	6/27/00	Snyder Industries, Inc.
U.S.	6,193,099	Rotationally molded part having integrally formed reinforcement	2/27/01	Snyder Industries, Inc.
U.S.	6,247,594	Fluid tank assembly	6/19/01	Snyder Industries, Inc.
U.S.	6,311,875	Pressurized tank dispenser assembly	11/6/01	Snyder Industries, Inc.
U.S.	6,318,581	Discharge outlet for double wall containment tank assembly	11/20/01	Snyder Industries, Inc.
U.S.	6,474,496	Containment tank assembly	11/5/02	Snyder Industries, Inc.
U.S.	6,484,899	Fluid tank assembly	11/26/02	Snyder Industries, Inc.
Canada	2332750	Fluid tank assembly	04/30/02	Snyder Industries, Inc.

<u>Country</u>	<u>Patent No.</u>	<u>Title</u>	<u>Issue Date</u>	<u>Assignee</u>
Australia	3549295	Fluid tank apparatus	03/27/96	Snyder Industries, Inc.
WO	9607597	Fluid tank apparatus	03/14/96	Snyder Industries, Inc.
Germany	2733284	Plastic drum	09/06/84	Snyder Industries, Inc.
France	2360469	Plastic drum	08/24/84	Snyder Industries, Inc.
Mexico	0144941	Mejoras en tambor moldeado en polietileno	12/04/81	Snyder Industries, Inc.
Canada	1111360	Plastic drum	10/27/81	Snyder Industries, Inc.
Canada	1081143	Plastic drum	07/08/80	Snyder Industries, Inc.

## **EXHIBIT B-1**

### **LICENSE AGREEMENTS**

#### **1. CONTRACTS CONCERNING INTELLECTUAL PROPERTY OR INFORMATION TECHNOLOGY**

Settlement and Non-Exclusive License Agreement between Snyder Industries, Inc. and Clawson Container Company. Snyder granted Clawson a non-exclusive license under U.S. Patent No. 5,490,603. The license is effective through December 31, 2002 and the royalties vary depending on the number of items sold by Clawson.

Software License Agreement between Snyder Industries, Inc. and Fourth Shift Corporation relating to Fourth Shift Software. License is dated September, 1997.

Software program commonly referred to as "Snyder Bar Code" – Owned by Snyder Industries, Inc.

## **EXHIBIT B-2**

### **LICENSE AGREEMENTS**

#### **1. CONTRACTS CONCERNING INTELLECTUAL PROPERTY OR INFORMATION TECHNOLOGY**

Software License Agreement between Snyder Industries, Inc. and Fourth Shift Corporation relating to Fourth Shift Software. License is dated September, 1997.

Software program commonly referred to as "Snyder Bar Code" – Owned by Snyder Industries, Inc.

End User License Agreement between DCSC, Inc. and Borrower relating to DCWarehouse Automation software. License is dated August 6, 2004.

End User License Agreement between Best Software and borrower relating to MAS 500 software.

**EXHIBIT C-1**

**TRADEMARKS**

<u>Name/Mark</u>	<u>Date Registered</u>	<u>Registration No.</u>
MICRO-BULK	05/04/1993	1,769,321
ULTRATAINER	03/11/1997	2,044,613
VALU-BIN	06/29/1999	2,257,537
VALU-PAK	08/24/1999	2,272,637
BULKGUARD	03/16/1998 (Filing Date)	None

**EXHIBIT C-2****TRADEMARKS**

<b><u>Country</u></b>	<b><u>Trademark</u></b>	<b><u>Reg. No.</u></b>	<b><u>Reg. Date</u></b>	<b><u>Owner</u></b>
U.S.	NUCONSEPT	2,800,113	12/30/03	Snyder Industries, Inc.
U.S.	VALU-PAK	2,272,637	8/24/99	Snyder Industries, Inc.
U.S.	VALU-BIN	2,257,537	6/29/99	Snyder Industries, Inc.
U.S.	ULTRATAINER	2,044,613	3/11/97	Snyder Industries, Inc.