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09-13-2006



103306340

Patent To the Hon. Commissioner of Patents & Trademarks:
DOCKET # Please record the attached original or copy thereof.

BE-103, BE-101, BE-51, BE-51DIV

1- Name of conveying party(ies): Roth Werke GmbH

2- Assignee(s):

DAVIPLAST - SERVICOS DE CONSULTORIA, SOCIEDADE UNIPessoal LDA.
Address(es): Avenida Do Infante 50, P-9000 Funchal, Madeira, Portugal

3- Nature of Conveyance:

☒ Assignment ☐ Change of Name
☐ Merger ☐ Security Agreement
☐ Other:

EXECUTION DATE: December 15, 2005

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) Application number(s):
10/310,079 FILED Dec. 4, 2002

B) Patent number(s):
6,202,844 ISSUED March 20, 2001
6,550,628 ISSUED April 22, 2003
7,025,223 ISSUED April 11, 2006

5- Name and Address of party to whom correspondence concerning document should be mailed: Friedrich Kueffner
317 Madison Avenue
New York, NY 10017
(212) 986-3114

6- Total number of applications and patents involved: 1

09/12/2006 DBYRNE 00000035 10310079

01 FC:8021

(160.00 OP)

1

7- TOTAL FEE (37 CFR 3.41): \$ 160.00

☒ Enclosed form PTO-2038

(The Commissioner is hereby authorized to charge the deposit account any additional fees required or to credit any overpayment to Deposit Account No. 11-1835.)

☐ Authorized to be charged to Deposit Account

8- Deposit Account No: 11-1835


(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 copy of the original document.

Friedrich Kueffner
Reg. No.: 29,482
Name of Person Signing


Signature

September 7, 2006
Date

Total number of pages including cover sheet, attachments, and document: 27

Beglaubigte Fotokopie

BEGLAUBIGTE – AUSZUGSWEISE – FOTOKOPIE

DER

URKUNDENROLLE NR. 1491/2005 VOM 15. DEZEMBER 2005

DES NOTARS

WERNER LEIPNITZ

**MIT AMTSSITZ PLATZ DER EINHEIT 2,
60327 FRANKFURT AM MAIN**





R e c o r d e d
at Frankfurt am Main on December 15, 2005
before me, the undersigned Notary Public
WERNER LEIPNITZ
with official seat in Frankfurt am Main

who upon request of the Parties went to the offices of Morgan Lewis Bockius LLP, Guiollett-
straße 54, 60325 Frankfurt am Main,

appeared today:

1. Mr. Manfred Roth, born on August 10, 1939, domiciled at 35232 Dauthphetal, Germany, Steinweg 5, identified by German ID-Card No. 4302158371, acting not in his own name, but as agent with authority of:
 - a. Roth Industries GmbH & Co. KG, a limited liability partnership organized and existing under the laws of Germany having its registered offices at 35232 Dautphetal-Buchenau, Germany, Am Seerain 1, entered in the commercial register of the local court of Marburg/Lahn under HRA 2500; represented by its General Partner, Roth GmbH, a limited liability company organized and existing under the laws of Germany, having its registered offices at 35232 Dautphetal-Buchenau, Germany, Am Seerain 1, entered in the commercial register of the local court of Marburg/Lahn under HRB 2722;
 - b. Roth Werke GmbH, a limited liability partnership organized and existing under the laws of Germany, having its registered offices at 35232 Dautphetal-Buchenau, Germany, Am Seerain 1, entered in the commercial register of the local court of Marburg, under HRB 2738;
 - c. As Attorney at Law without power of representation for Roth Werk GmbH & Co. KG, a limited liability partnership organized and existing under the laws of Germany having its registered offices at Kleinbittersdorf, Germany, entered in the commercial register of the local court of Saarbrücken under HRA 8458; represented by its General Partner, Roth Werk Verwaltungs GmbH, a limited liability company organized and existing under the laws of Germany, having its registered offices at Kleinbittersdorf, Germany, entered in the commercial register of the local court of Saarbrücken under HRB 11037

The Notary Public instructed the Parties that the Agreement recorded here is provisionally invalid until all declarations made by the Appellant under 1) are approved in certified form by Roth Werk GmbH & Co. KG, represented by its General Partner Roth Werk Verwaltungs GmbH. Nevertheless the Parties requested immediate recording.

and

2. Mr. Virginio Cassina, born 12 March, 1957, resident at Viale Industria 29, Bottanuco (BG), Italy, personally known to the Notary Public.
acting not in his own name, but as managing director with sole power of representation for Cassina Packaging Group srl, a limited liability company organized and existing under the laws of Italy, having its registered offices at Viale Industria 29, Bottanuco (BG), Italy, entered in the commercial register of Bergamo under no. 12917520152
and acting on behalf of Fustiplast GmbH, registered under HRB 15429 at the Lower Court of Saarbrücken in his capacity as managing director with sole power of representation and released from the restrictions of § 181 German Civil Code.

3. Mr. Brunello Donati, born 26 August 1947, resident: Via Nogo, CH – 6946 Ponte Capriasca, acting not on his own behalf but as Attorney-In-Fact of Daviplast Servicos de Consultoria, Soc., Unipessoal LDA, with registered office in Funchal-Madeira, submitting as Annex A to this Notarial Deed a power of attorney dated 14 December 2005.

The Attendees denied the question as to the prior involvement of the undersigned Notary or any of his Associates with regard to the subject matter hereof beyond his notarial activity according to § 3 subparagraph 1 sentence 1 No. 7 BeurkG.

The Attendees expressly requested that this Notarial Deed be prepared in the English language. They confirmed that they have command of the English language. I, the undersigned Notary, having command of the English language, certify that I expressly assured myself of the fact that the Attendees have sufficient command of the English language. After having been instructed by the acting Notary Public, the persons appeared waived the right to obtain the assistance of a sworn interpreter and to obtain a certified translation of this Deed including the Exhibits hereto. The persons appeared asked for the Notarization of the following:

1. Roth Industries GmbH & Co. KG ("Roth Industries"), Roth Werke GmbH ("Roth Werke") and Roth Werk GmbH & Co. KG ("Roth Werk"; "Roth Industries", "Roth Werke" and "Roth Werk" collectively "Roth") and Cassina Packaging Group srl ("Cassina") on October 5, 2005 entered into a Master Agreement regarding the acquisition of certain assets from Roth by Cassina, notarized by way of Deed No. 1090/2005 of the acting Notary Werner Leinritz with his offices in Frankfurt am Main ("Master Agreement" or "Deed incorporated by reference").
2. A certified copy of the Master Agreement was available to the Parties at the time of notarization, and the Parties are familiar with its contents; the Parties therefore waive the reading out of the Master Agreement as well as attaching it to this Deed (§ 13 a of the German Notarization Act [BeurkG]).
3. Roth and Cassina wish to amend the Master Agreement by an Amendment Agreement thereto.

4. Left intentionally blank.
5. For good and valuable consideration, which is hereby acknowledged the Parties hereto mutually agree as follows:

Article 1
Amendment Agreement to Master Agreement

Roth and Cassina hereby agree to amend the Master Agreement as follows:

1. Article 2.2.2 of the Master Agreement is hereby rescinded as of the effectiveness of this Amendment Agreement. As of such moment, Article 2.2.2 shall have the following wording: *"A sum equal to 90% (ninety per cent) of the Purchase Price shall be paid by Cassina on the Effective Date as defined in 3.1.2 of the Master Agreement ("Principal Amount"). A reduction of € 29,250.00 shall be applicable to the Principal Amount and to be allocated to the real estate."*
2. Article 2.2.3 of the Master Agreement is hereby rescinded as of the effectiveness of this Amendment Agreement. As of such moment, Article 2.2.3 shall have the following wording: *"[Intentionally left blank]"*.
3. Article 3.1.4 of the Master Agreement is hereby rescinded as of the effectiveness of this Amendment Agreement. As of such moment, Article 3.1.4 shall have the following wording: *"[Intentionally left blank]"*.
4. Except for the above and Article 2, § 2 of this Notarial Recording, the Master Agreement shall remain in full force and unaffected by this Amendment Agreement.

Article 2
Closing Agreement I:
Closing Agreement concerning the transfer of Real Estate

§ 1
Preliminary Statement

Roth Industries – hereinafter referred to as the "Seller" – and Cassina , *inter alia*, on October 5, 2005 entered into the Deed (Notarial Deed No. 1090/2005 of the officiating Notary Public) incorporated by reference. Such asset deal includes, among other things, an obligation to transfer land in the Federal Republic of Germany which is further specified in Article 2 §§ 3 *et. seq.* below.

§ 2
Annulation of Purchase by Cassina; Acquisition by Fustiplast

The Parties to the Master Agreement hereby annul retroactively the purchase of the land by Cassina provided for in the Master Agreement.

Roth Industries and Cassina Packaging Group srl hereby withdraw the application of the registration of the priority notice in favour of Cassina. Should the priority notice be registered meanwhile the Parties mentioned before apply for and consent to the deletion of this priority notice.

Fustiplast GmbH, having a business address at In der Lach, Rülchingen-Hanweiler, 66271 Kleinblittersdorf, registered in the Commercial Register of the Local Court Saarbrücken under HRB 15429 , – hereinafter referred to as the "Buyer" or "Fustiplast" hereby purchases the respective land at the terms and conditions of the Master Agreement and Article 1 of this Notarial Recording. Cassina shall remain fully liable for the purchase price on first demand of the seller and all other obligations of Fustiplast under this Land Purchase Agreement.

§ 3
Land Register Entries

Due to the fact that the Parties requested notarization of this Deed at short notice, the Notary Public was unable to get updated certified excerpts of the respective land register. The Notary Public instructed the Parties that the registrations in the land register assumed in this notarial Deed might differ from the real registrations and this could affect the complete transaction under economical and legal aspects. The Parties concerned have nevertheless requested immediate notarial recording.

As to a certified Land Register extract dated 19 September 2005 the following is registered in the Land Register:

The Seller is the sole owner of the land recorded in the Land Register of Rilchingen-Hanweiler, Local Court of Saarbrücken,

a) **Sheet 2408**

identified as follows in the Register:

- No. 9: Plat 07, Parcel 199/8, industrial space,
 Grebelsweg, 17,310 m²
- No. 10: Plat 07, Parcel 199/9, industrial space,
 Grebelsweg, 8 m²
- No. 11: Plat 07, Parcel 213/21, industrial space,
 Grebelsweg, 284 m²
- No. 12: Plat 07, Parcel 213/22 , industrial space,
 Grebelsweg, 6,736 m²

The following charges have been entered in the Land Register:

Section II:

No. 1:

11,12: Easement, pedestrian and vehicular right of way; for the respective owner of Plat 7 No. 213/6 (Sheet 2088) pursuant to the approval of Januar 25, 1974;

No. 2:

11,12: Easement, pedestrian and vehicular right of way; for the respective owner of Plat 7 No. 213/13 (Sheet 2139) pursuant to the approval of Januar 25, 1974;

No. 3:

9-12: Priority notice for AGW – Aktionsgemeinschaft für Wirtschaftsentwicklung im Raum Saarbrücken und St. Ingbert GmbH; pursuant to the approval of April 18, 1979;

No. 4:

9, 10: Easement in gross, right to erect and maintain two concrete poles with underground cables for Vereinigte Elektrizitätswerke AG, Saarbrücken; pursuant to the approval of August 21, 1980.

Section III: Free of encumbrances

b) Sheet 2144

entered in the Register as follows:

No. 36: Plat 4, Parcel 152/12, building and open space, commercial and industrial, Auf dem Grebelsweg, 34,902 m²

No. 37: Plat 4, Parcel 152/14, building and open space, commercial and industrial, Grebelsweg, 731 m²

The following charges have been entered in the Land Register:

Section II: Free of encumbrances

Section III:

- No. 1: Land charge with certificate in the amount of DM 15 million in favor of Landesbank Saar (giro headquarters), Saarbrücken, 12-13% annual interest; enforceable in accordance with § 800 of the German Code of Civil Procedure (ZPO); pursuant to the approval of October 4, 1989, registered on 23 July 1976.

§ 4

Assumption of Land Register Charges

1. The sale shall be subject to of the charges entered on Sheet 2408, Section II, Nos. 1,2 and 4 and on Sheet 2144, Section III Serial No. 1 to be taken over by the Buyer without affecting the purchase price; in other respects [the property] is unencumbered by third party rights.
2. The Seller has stated that the loan upon which the mortgage specified on Sheet 2144, Section III, Serial No. 1 is no longer available to be drawn on and has presented the original mortgage certificate (Group 03 No. 0148257) plus the original of the declaration of assignment from Landesbank Saar (giro headquarters) dated September 7, 1984 and publicly certified. The Seller (former name: Roth Kunststoffwerk OHG) hereby assigns its rights arising from the land charge in advance to the Buyer, who accepts such assignment of rights.

The Seller hereby undertakes to issue any further declarations required for the transfer of the aforementioned land charge, and hereby guarantees that its shareholders Manfred Roth and Heike Roth will issue any such declarations.

3. The Seller has submitted publicly-certified approval for extinguishment of the right specified on Sheet 2408 Sect. II No. 3.

§ 5
Conveyance, Land Register Applications

1. Roth Industries hereby agrees to register a respective priority notice in favour of Fustiplast. Roth Industries and Fustiplast apply and consent to the registration of the priority notice.
- ~~2. The Seller and the Buyer hereby declare conveyance of the property as follows:~~

~~We are in agreement regarding the transfer of title to the land specified in § 3. a) and b) to the Buyer and approve and petition for entry of the legal changes in the Land Registers.~~
3. The Parties hereby petition for extinguishment of the right specified in Section II No. 3 on Sheet 2408.

§ 6
Entry in Land Register, Instructions for the Notary

1. The contracting parties hereby instruct the notary to enter the transaction to which this Agreement relates in the Land Register. In particular, the parties hereby instruct and authorize the notary to apply for/submit any approvals or declarations necessary to execute the transfer of the land and to accept such approvals or declarations on their behalf. The approvals shall be considered as received by all parties concerned upon receipt by the notary. The parties hereby instruct the notary to first apply for transfer of the property in the Land Registers when the notary has received written confirmation from the Seller that the Buyer or Cassina have paid to the Seller the additional sum of 90% of the final purchase price plus VAT for all economic assets, insofar as applicable, pursuant to No. 2.2.2 of the Master Agreement.

The notary is hereby instructed to only distribute partially executed/partially certified copies of this deed – without conveyance – to the parties or the authorities concerned prior to the requirements for transfer of title having been met.

2. The contracting parties hereby grant power of attorney to the notary's employees,

1. Frau Renate Knauer, geb. Müller,
2. Frau Heike Friedrich,
3. Frau Daniela Tutschek, geb. Kehrer,
4. Frau Simone Nagel,
5. Frau Kerstin Kafka, geb. Eichberger,
6. Frau Carolin Klabes, geb. Wittig,
7. Frau Melanie Scheppach,
8. Frau Snjezana Badrov, geb. Lekic,
9. Frau Patrizia Marchesani,

all of whom having the business address of GÖRG Partnerschaft von Rechtsanwälten, Platz der Einheit 2, 60325 Frankfurt am Main, Germany, to submit and to accept on behalf of the contracting parties any declarations to third Parties, public authorities and courts still necessary for implementation of this Agreement, in particular to approve and apply for changes in priority, extinguishments and the like as well as to submit, supplement and take back applications of any type. The notary's employees shall be so authorized individually and with exemption from the restrictions of § 181 of the German Civil Code. The employees granted power of attorney shall furthermore be authorized to supplement or amend any missing or incorrect declarations on behalf of the Parties in such a manner that the legal and economic purpose intended by the Parties is achieved. The employees granted power of attorney shall also be authorized to delegate power of attorney. The power of attorney shall expire upon transfer of the property to the Buyer.

§ 7
Notification of Legal Consequences by the Notary

1. The Notary hereby notifies the Parties that transfer of the property can first be entered in the Land Registers when the following documents have been received by the notary:

waiver of the legal right of preemption in accordance with the German Federal Building Code (BauGB)

- clearance certificate furnished by the tax office relating to land transfer taxes

2. The officiating Notary instructed the persons appearing that:
- a. he has not looked into the fiscal effects of this Agreement and has neither received nor accepted an assignment for this purpose;
 - b. the consent of any of the creditors of the companies/persons involved in this Document, or of the supervisory bodies of the companies involved in this Document, may be required for the agreements made in this Document to become effective, and that the parties involved may be liable to indemnify the creditors or supervisory bodies if they enter into the agreements of this Document without their prior consent;
 - c. it is advisable, for the purpose of safeguarding the interests of the seller(s), to have the buyer(s) submit to enforcement regarding all of the valuable consideration owed by him/them under this Agreement. In spite of this instruction, the persons involved have expressly dispensed with the submission of the buyer(s) enforcement;
 - d. real property is liable for any development charges, municipal charges according to the German Rates Act and arrears in public charges;
 - e. all agreements have to be completely and accurately recorded, and that any non-recorded agreement(s) may cause the ineffectivity of all agreements;

- f. he has been unable, because of the short-term request for notarial recording, to examine the representative authority of the persons involved in this notarial recording by inspecting the trade register or obtaining an up-to-date and duly certified excerpt from the trade register. The officiating Notary has expressly instructed the persons appearing about the risk caused thereby. The parties concerned have nevertheless requested immediate notarial recording;
- g. he has been unable to examine the representative authority of the foreign companies involved in this Document. He has expressly informed the persons appearing of the risks of any insufficient representative authority of these companies, and its legal consequences. The parties concerned have nevertheless requested immediate notarial recording;
- h. all persons concerned - regardless of any agreements concerning costs in this Document - are jointly and severally liable for all and any taxes, court fees and notary's fees;
- i. retention rights may apply;

§ 8 Costs; Land Transfer Taxes

1. The Buyer shall be responsible for the land transfer taxes and the costs of notarizing and executing this Agreement. The Seller shall bear the costs of removing the encumbrances listed in Section II of the Land Registers.
2. The purchase price of the properties transferred shall amount to € [2,600,000.00] minus € 29,250.00. Of this sum, the following is allocated to the land and the permanent attachments thereto:

the land	€ [1,850.000.00]	minus € 29,250.00	
the buildings affixed to such land	€	700,000.00	
the fixtures, consisting of a fence structure,	€	50,000.00.	

3. The notary has informed the parties appearing that they are jointly and severally liable to the tax office and the notary for the land transfer taxes and the costs [of notarization] incurred, irrespective of the above stipulation.

§ 9

Distribution:

Executed Copies; Certified and Non-Certified Copies

1. The Land Registry of the Local Court of Saarbrücken shall receive an executed copy of this Agreement.
2. The following shall receive copies of this Agreement:
 - the Saarbrücken tax office (land transfer tax department) – one certified and one non-certified copy;
 - the municipality of Rilchingen-Hanweiler (property office and land valuation committee) – one certified and one non-certified copy;
 - the Seller (_____) – two certified copies;
 - the Buyer (_____) – two certified copies;
 - Mr. Wendelin Frhr. v. Ketelhodt, Attorney at Law, c/o RITTERSHAUS Law Offices, Mainzer Landstraße 61, 60329 Frankfurt am Main – one non-certified copy;
 - Dr. Christian Zschocke, Attorney at Law, c/o Morgan Lewis & Bockius LLP, Guillolettstr. 54, 60325 Frankfurt am Main – one certified copy;
 - Mr. Francesco L. Gambaro, Galleria San Carlo 6, 20122 Milan, Italy, one certified copy.
 - Daviplast - one certified copy.

Article 3
Closing Agreement II:
Closing Agreement concerning Transfer of Intellectual Property Rights

This Closing Agreement is entered into by and between Roth Werke (hereinafter referred to as "Assignor") and Daviplast – Servicos de consultoria, Sociedade Unipessoal LDA, having a place of business in Avenida do Infante, 50, P-9000 Funchal, Madeira, Portugal (hereinafter referred to as "Assignee").

Assignor and Cassina, *inter alia*, have entered into the Master Agreement concerning the sale of certain assets related to the business of Assignor, Roth Industries and Roth Werk, including the intellectual property rights pursuant to Art. 1.1 and Art. 1.2.8 of the Master Agreement as listed in and according to Exhibit 1.2.8.1 to the Master Agreement ("Intellectual Property Rights").

§ 1
Cassina's Right of Designation

Cassina hereby exercises its right to designate the assignee pursuant to Art. 9.2 of the Master Agreement, specifying the Assignee as the assignee to take ownership of the Intellectual Property Rights.

§ 2
Declaration of Transfer of Rights

- 1.1 Assignor, according to Art. 1.2.8 of the Master Agreement, hereby assigns, transfers and sets over unto the said Assignee, its successors, legal representatives and assigns, which hereby accepts such assignment, transfer and set over, as of the Effective Date its entire right, title and interest in, to and under the said Intellectual Property Rights and copyrights regarding the Products, including

- i. national and international patents and patent applications;
 - ii. know-how, technology, unpatented inventions (whether patentable or unpatentable, whether or not reduced to practice and including those disclosed in invention disclosures or patent disclosures), trade secrets, Confidential Information, technical information, proprietary data, designs, software, drawings, and all rights to sue or recover for the infringement or misappropriation thereof ("Know-how");
 - iii. registered and unregistered trademarks, trade names, icons, service marks, trade dress, logos, slogans, together with all translations, adaptations, derivations, and combinations thereof and including all goodwill associated therewith,
 - iv. copyrights (whether registered or unregistered), renewals in connection therewith and the rights of enforcement thereof, and
 - v. licenses, assignments and utility models[-]
- all as listed in and according to Exhibit 1.2.8.1 to the Master Agreement

left intentionally blank

- 1.2 Assignor and Assignee agree that the purchase price for the Intellectual Property Rights shall amount to EUR 50,000.00 whereas the purchase price for the Other Assets as specified in Exhibit 2.1 of the Master Agreement shall amount to another EUR 50,000.00.

Article 4

Assignment and Transfer of Transferred Assets

Cassina hereby exercises its right to designate the assignee pursuant to Article 9.2 of the Master Agreement specifying Fustiplast as the assignee to take ownership of the Transferred Assets unless otherwise stipulated in this Agreement.

Subject to the terms of this Agreement, Roth hereby assigns and transfers to Fustiplast all of the Transferred Assets pursuant to the Master Agreement as of the Effective Date.

**Article 5
Miscellaneous**

All Parties to this Agreement hereby agree that this Agreement shall be an integral part of the Master Agreement as amended. The provisions of the Master Agreement shall be applicable to the extent that this Agreement does not provide anything to the contrary. Terms not defined in this Agreement shall have the same meaning as in the Master Agreement.

The above document, has been approved by the persons appearing in the presence of the notary and signed by such persons and the notary in their own hands as follows:

gez. Manfred Roth

gez. Virginio Cassina

gez. Brunello Donati

L.S.

gez. Leipnitz, Notar

ANNEX A

SPECIAL POWER OF ATTORNEY

The undersigned President, Mr Stefano Graidì, of Daviplast Servicos de Consultoria, Soc. Unipessoal LDA, with Registered Office in Funchal – Madeira, address Avenida do Infante 50 with corporate capital 5000 euro, registered in the Trade Register of Madeira at number 5210/2000.07.18, VAT code PT 511 128 215 ("The Company"), with the present act, appoints Mr Brunello Donati, born in Lugano (Switzerland), on the 26.08.1947, resident at Monte Capriasca (Switzerland), as his agent and attorney with limited authority to purchase, in the Company's name and behalf, at the price, terms and conditions, that he considers opportune, the patents listed in Appendix hereto.

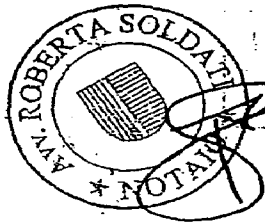
As a consequence, the appointed agent is authorised to:

- Participate in the stipulation of the final deed;
- Sign it, provided that it fully describes the object of purchase in its complete form, with the possibility to rectify, if needed, the above information;
- Establish the price and pay it, obtaining the relevant receipt, or declaring it as already paid;
- Request deferred payment, releasing the eventual guarantee requested;
- Sign severance;
- Agree upon all pacts; clauses and conditions of the act to be stipulated.

In connection with the above mentioned, the appointed agent is authorised to do everything he considers necessary, useful or opportune, in a way that nobody could ever oppose his lack or imprecision of power.

This special power of attorney is given with the promise to ratify, from now, the actions of the nominated agent under the obligation of the law, and to be used only in this precise context.

Stefano Graidì



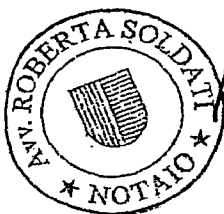
14th December 2005

AUTENTICA A TERGO
PATENT

REEL: 018279 FRAME: 0375

Register no. 851 (eight hundred fifty-one) -----
Lugano, this 14th (fourteenth) day of December 2005 (two thousand and five) ----

I, Public Notary, do hereby certify the authenticity of the signature, overleaf, of
Mr. Stefano GRAIDI, born on the 20th (twentieth) day of November 1954
(nineteen fifty four), originally from Jesi (Italy), Italian citizen, domiciled in
Collina d'Oro (Switzerland), person Known to me, who has personally declared
to me, that the signature was affixed by him. -----
In witness thereof. -----



Avv. Roberto Soldati, notaio in Lugano

APOSTILLE

(Convention de la Haye du 5 octobre 1961)

Stato: Repubblica e Cantone del Ticino (Svizzera)

Il presente atto pubblico

è stato firmato da Roberto Soldati

operante in qualità di notaio

è munito del sigillo/bollo di notaio

Attestato 14 DIC. 2005

in Bellinzona 6. il

da Cancelleria dello Stato

col numero

18668

Sigillo/bollo

10. firma:



CARMELO MAZZA
Capoufficio

PATENT

REEL: 018279 FRAME: 0376

Status: September 2005

No.	Name	land	Reference-no.	Date of registration	Status of registration
1	Grid of a cage of a pallet container	Germany	196 42 242.6-22 ✓	12.10.1996	Patent issued, maintained in the objection procedure. The complaint of the claimant seems to be viewless.
2	Pallet container	a Europe (with Germany, France)	0 934 213 ✓	13.09.1997	Patent issued, maintained in the objection procedure. The complaint of the claimant seems to be viewless.
		b USA	6,202,844	16.03.1999	Patent issued
3	Bottom of a pallet container	Germany	197 23 806.8-22 ✓	06.06.1997	Patent issued, recalled in the objection procedure. Prosecuted in the objection procedure with restricted claim. See attached letter.
4	Grid, especially cage of a pallet container	Europe (with Germany, France, Great Britain)	00 108 743.6 ✓	13.09.1997	Issuing of the patent is intended by the European Patent Office (Message according to rule 51 (4) received)
5	Grid of a cage of a pallet container	USA	6,550,628	16.06.2000	Patent issued
6	Bottom of a pallet container (new outlet geometry)	Germany	100 38 463.3 ✓	02.08.2000	No examination request

Exhibit 1 2.8.1

PATENT

REEL: 018279 FRAME: 0377

No.	Name	Country	Reference-no.	Date of registration	Status of registration
7	Pallet container (EL lifting fixture)	Germany	100 42 296.9 ✓	28.08.2000	No examination request
8	Grid cage for a container	a Europe (with Germany, France, Great Britain)	02 024 097.4 ✓	29.10.2002	Issuing of the patent is intended by the European Patent Office (Message according to rule 51 (4) received)
		b USA	10/279,561 ✓	24.10.2002	No approach of the state-of-the-art as in no. 8 a
9	Container, especially of an inner pallet container	a Europe (with Germany, France, Great Britain)	02 027 178.9-2308	05.12.2002	Examination procedure investigation record favorable (just category A, background of the state-of-the-art)
		b USA	10/310,079 ✓	04.12.2002	Examination procedure. No examination notification received.
10	Pallet container	Germany	102 15 023.0-22 ✓	03.04.2002	Examination procedure. No examination notification received.
11	Pallet container	Germany	203 12 256.9 ✓	08.08.2003	Utility patent registered
12	Pallet container	Europe	04 012 516.3	27.05.2004	No examination request

PATENT

REEL: 018279 FRAME: 0378

Stand: September 2005

Lfd. Nr.	Bezeichnung	Land		Altzeichen	Anmeldetag	Stand der Anmeldung
		a	b			
1	Gitter eines Korbes eines Palettenbehälters	Deutschland		196 42 242.6-22	12.10.1996	Patent erteilt, im Einspruchsverfahren aufrechterhalten. Die von der Einsprechenden erhobene Beschwerde erscheint aussichtslos.
2	Palettenbehälter	Europa (mit DT, FR)		0 934 213 ✓	13.09.1997	Patent erteilt, im Einspruchsverfahren aufrechterhalten. Die von der Einsprechenden erhobene Beschwerde erscheint aussichtslos.
			b USA	6.202.844	16.03.1999	Patent erteilt
3	Boden eines Palettenbehälters	Deutschland		197 23 806.8-22	06.06.1997	Patent erteilt, im Einspruchsverfahren widerrufen. Im Beschwerdeverfahren mit einschwerdunktem Anspruch weiterverfolgt. Siehe Begleitschreiben.
4	Gitter, insbesondere eines Korbes eines Palettenbehälters	Europa (mit DT, FR, GB)		00 108 743.6	13.09.1997	Patenterteilung vom Europäischen Patentamt beabsichtigt (Mitteilung gem. Regel 51 (4) ergangen)
5	Gitter eines Korbes eines Palettenbehälters	USA		6.550.628	16.06.2000	Patent erteilt
6	Boden eines Palettenbehälters (neue Auslaufgeometrie)	Deutschland		100 38 463.3	02.08.2000	Noch kein Prüfungsantrag

PATENT

REEL: 018279 FRAME: 0379

		2			
		Land	Aktenzeichen	Anmeldetag	Stand der Anmeldung
7	Poliettenbehälter (El. Aus- kleidung Armatur)	Deutschland	100 42 296.9	28.08.2000	Noch kein Prüfungsantrag
8	Gitterkorb für einen Behälter	a Europa (mit DT, FR, GB), b USA	02 024 097.4 10/279,561	29.10.2002 24.10.2002	Patenterteilung vom Euro- päischen Patentamt beab- sichtigt (Mitteilung gem. Regel 51 (4) ergangen) Kein näherkommender Stand der Technik als in Nr. 8d
9	Behälter, insbesondere Paletteninnenbehälter	a Europa (mit DT, FR, GB) b USA	02 027 178.9-2308 10/310,079	05.12.2002 04.12.2002	Im Prüfungsverfahren Recherchenbericht günstig (Nur Kategorie A, Hinter- grund des Standes der Technik) Im Prüfungsverfahren. Noch kein Prüfungsbescheid
10	Palettenbehälter	Deutschland	102 15 023.0-22	03.04.2002	Im Prüfungsverfahren. Noch kein Prüfungsbescheid
11	Palettenbehälter	Deutschland	203 12 256.9	08.08.2003	Gebrauchsmuster einge- tragen
12	Palettenbehälter	Europa	04 012 516.3	27.05.2004	Noch kein Prüfungsantrag

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Die wörtliche Übereinstimmung vorstehender
Fotokopie mit der mir vorliegenden Urschrift wird
hiermit auszugsweise (ohne Abschnitt 2, § 5, Ziff. 2)
beglaubigt.

Frankfurt am Main, den 16. Dezember 2005



(Leipnitz)
Notar



Die Übereinstimmung der vorstehenden Fotokopie mit der mir vorliegenden beglaubigten auszugsweisen Fotokopie, deren vollständige Fotokopie sie ist, beglaubige ich hiermit.

Frankfurt am Main, den 26. April 2006

Michael Spring, Notar

