

## PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Crown Cork AG	03/01/1999
RECEIVING PARTY DATA	
Name:	Crown Cork & Seal Technologies Corporation
Street Address:	One Crown Way
City:	Philadelphia
State/Country:	PENNSYLVANIA
Postal Code:	19154
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	5248050
CORRESPONDENCE DATA	
Fax Number:	(215)893-3921
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	215-599-0600
Email:	jknoble@patentwise.com
Correspondent Name:	John L. Knoble
Address Line 1:	1628 JFK Blvd. Suite 1350
Address Line 4:	Philadelphia, PENNSYLVANIA 19103
ATTORNEY DOCKET NUMBER:	HWR-0001
NAME OF SUBMITTER:	John L. Knoble
Total Attachments: 4 source=CCK AG to CCK TC#page1.tif source=CCK AG to CCK TC#page2.tif source=CCK AG to CCK TC#page3.tif source=CCK AG to CCK TC#page4.tif	

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**MASTER ASSIGNMENT AND ASSUMPTION  
AGREEMENT AND BILL OF SALE**

THIS IS A MASTER ASSIGNMENT AND ASSUMPTION AGREEMENT AND BILL OF SALE dated as of January 1, 1999 (the "Effective Date"), by and between CROWN CORK AG, a corporation duly organized and existing under the laws of Switzerland ("Assignor"), and CROWN CORK & SEAL TECHNOLOGIES CORPORATION, a corporation duly organized and existing under the laws of Delaware, United States ("Crown Alsip" or "Assignee").

**BACKGROUND**

WHEREAS, Assignor and Assignee are direct or indirect wholly-owned subsidiaries of Crown Cork & Seal Company, Inc. ("Crown"); and

WHEREAS, in order to effect a more efficient structure of their rights concerning intellectual property assets, the Assignor wishes to transfer to Crown Alsip all of its interests in certain technology which it owns as of the Effective Date, including, without limitation, certain inventions, patents and patent applications, including without limitation all continuations, divisionals, continuations-in-part, certificates of invention, reissues and reexaminations thereof (the "Patents") and unpatented technology, know-how, trade secrets, processes, formulae, technical information, data, drawings, plans, specifications, formulations and reports, and all other general and specific knowledge, experience, techniques and information, whether or not in written or machine-readable form (the "Know-How and Show-How") (Patents and Know-How and Show-How collectively referred to as the "IP Assets"); and

WHEREAS, in consideration of the foregoing transfer, Crown Alsip will pay Assignor a purchase price of SF 9,182,652 for the IP Assets and will assume all liabilities of Assignor connected with the IP Assets;

NOW, THEREFORE, in consideration of the premises and the covenants and agreements contained herein, and intending to be legally bound hereby, the parties hereto agree as follows:

**I. TRANSFER OF ASSETS**

(a) Subject to the terms and conditions contained herein, as of the Effective Date, Assignor hereby transfers and assigns to Crown Alsip, its successors and assigns forever, all right, title and interest in and to the IP Assets, including without limitation, all rights of action arising therefrom; all claims for damages by reason of past infringement and the right to sue and collect damages for such infringement to be held and enjoyed by Crown Alsip for its own use and benefit and for its successors and assigns as the same would have been held by Assignor had this assignment not been made; all licenses, sublicenses and other agreements pertaining to the IP Assets and all proceeds received and to be received by Assignor in respect of such licenses, sublicenses and other agreements from and after the Effective Date. Assignor recognizes and agrees that it retains no further rights in the IP Assets and may not use the IP Assets except as expressly permitted by Crown Alsip.

*[Handwritten signature]*

(b) No Warranties. The transfers described in Subparagraph (a) above are made by Assignor and accepted by Crown Alsip, respectively, without covenants, representations or warranties of title or otherwise, except as the parties may otherwise agree.

(c) Further Assurances. At the request and expense of Crown Alsip at any time on or after the date hereof, Assignor will execute and deliver such further instruments of conveyance and transfer and take such other actions as Crown Alsip reasonably may request to convey and transfer effectively to it, its successors and assigns, any of the IP Assets granted and transferred, or intended so to be, hereby, provided that any such transfer or conveyance, or action to effect any such transfer or conveyance, unless otherwise agreed, shall be without warranty of any kind by Assignor. Assignor hereby irrevocably constitutes and appoints Crown Alsip and its officers, successors and assigns, as its attorneys-in-fact for such purposes, with full power of substitution, together with full power and authority, in the name of Assignor, to execute, acknowledge and deliver any such deed or other document of conveyance, and to do, enforce, collect, receive and receipt for any and all of the foregoing, including without limitation to give and receive any notice, consent, waiver, demand or approval, to grant or exercise any election or option, to endorse any draft or other instrument, to make claims and to institute, defend and maintain administrative and judicial proceedings, at law and in equity, and to negotiate, compromise, release, settle or submit to arbitration any such claim.

(d) Consent of Third Parties. Nothing in this instrument shall be construed as an attempt by Assignor to transfer or assign to any party pursuant to this instrument any contract, agreement, license, sublicense, claim or asset which is by its terms or by law *or by other instrument* nonassignable without the consent of any other party or parties, unless such consent or approval shall have been given, or as to which all the remedies for the enforcement thereof available to Assignor would not by law pass to such other party as an incident of the assignments provided for by this instrument (a "Non-Assignable Contract"). To the extent that any such consent or approval in respect of, or a novation of, a Non-Assignable Contract shall not have been obtained, the parties shall use reasonable efforts and shall cooperate in any reasonable arrangement to assure Assignee the benefits of such Non-Assignable Contract to the extent permitted by law. To the extent lawful, practicable and reasonable in the circumstances, including the obtaining of any such necessary consent or approval after the date hereof, Assignor shall take all reasonable actions to assure that Assignor's rights under the Non-Assignable Contracts shall be preserved for the benefit of Assignee. Assignee shall indemnify and hold harmless Assignor for performing such obligations and reimburse Assignor for its expenses related thereto.

## II. PAYMENTS

(a) In exchange for the IP Assets, Crown Alsip agrees to pay Assignor SF 9,182,652. Crown will remit this payment to Assignor in either Swiss Francs, or the U.S. Dollar equivalent, promptly after the execution of this Agreement.

### III. ASSUMPTION OF LIABILITIES

Crown Alsip hereby assumes and agrees to pay, perform and discharge, when due, all of the debts, liabilities and obligations of Assignor pertaining to, arising out of or connected with the IP Assets, whether accrued, absolute, contingent or otherwise, which may exist at the date hereof or which may hereafter accrue, arise or be assessed, if such subsequent debts, liabilities or obligations shall be based upon or arise out of any event, circumstance, act, omission, covenant, undertaking or other thing existing or occurring on, before or after the Effective Date hereof, whether or not such debts, liabilities and obligations are reflected or reserved against at the Effective Date in Assignor's balance sheets, books of account or records.

Crown Alsip hereby agrees to indemnify, defend and save and hold Assignor harmless from and against any and all liability, claims, damages, costs and expenses of whatever character, that may be claimed or asserted against Assignor, its successors or assigns, relating to or arising out of any of the foregoing.

### IV. ASSUMPTION OF LICENSES, SUBLICENSES, CONTRACTS AND AGREEMENTS

(a) Crown Alsip hereby assumes and agrees to perform all of the obligations and duties of Assignor under the licenses, sublicenses and other agreements assigned to Crown Alsip pursuant to Section I.(a) hereof as part of the IP Assets and agrees to be bound by the respective terms of such licenses, sublicenses and other agreements.

(b) Crown Alsip will use its best efforts to enter into new licenses with Assignor's existing licensees ("Licensees") which new licenses (i) will be dated as of the Effective Date, (ii) will replace all prior licenses to Licensees of the IP Assets; and (iii) will serve to memorialize the fact that each of the Licensees is obligated, as of the Effective Date, to pay a royalty to Crown Alsip for such license at a rate of 3% of its Net Sales, which rate may be adjusted from time to time (where Net Sales means "Net Customer Sales" as defined in the attached Schedule A).

(c) Licensees shall be third party beneficiaries of the obligations of Crown Alsip contained in this Section IV.

### V. GOVERNING LAW

This instrument shall be governed by the laws of Illinois, USA without giving effect to the principles of conflicts of laws applicable therein.

### VI. COUNTERPARTS:

This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have executed this agreement as of the date above written.

CROWN CORK AG

By: E. Heron  
Name: Ernst Heron  
Title: Director  
Date: 03/01/99

CROWN CORK & SEAL TECHNOLOGIES CORPORATION

By: William T. Gallagher  
Name: William T. GALLAGHER  
Title: VP  
Date: 2/15/99