

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
E.C.H. Will GmbH	03/01/2007
RECEIVING PARTY DATA	
Name:	Pemco, Inc.
Street Address:	3333 Crocker Avenue
City:	Sheboygan
State/Country:	WISCONSIN
Postal Code:	53082-1146
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	6945530
Patent Number:	6766625
CORRESPONDENCE DATA	
Fax Number:	(212)949-1690
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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Correspondent Name:	Kirschstein, Israel, Schiffmiller, et al
Address Line 1:	425 Fifth Avenue, 5th Fl
Address Line 4:	New York, NEW YORK 10016-2223
ATTORNEY DOCKET NUMBER:	03-3426 PEMCO
NAME OF SUBMITTER:	Alan ISRAEL
Total Attachments: 11 source=Korber3Assignment#page1.tif source=Korber3Assignment#page2.tif source=Korber3Assignment#page3.tif	

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ASSIGNMENT OF PATENTS AND TECHNOLOGY

THIS ASSIGNMENT OF PATENTS AND TECHNOLOGY is made and entered into as of the 01. March 2007 (Effective Date) by and between E.C.H. Will GmbH a German Company, located in 22529 Hamburg, Nedderfeld 100 (the Assignor) and Pemco Inc., a US Company, located in Sheboygan, WI 53082-1146, 3333 Crocker Avenue, (the Assignee)

WITNESSETH

WHEREAS, the Assignor and the Assignee both companies controlled by the holding company Körber PaperLink GmbH are willing to enter into a transaction for the transfer of the Paper Packaging Technology related to automatic machines for packaging reams of paper and/or board in several formats, originally engineered by the former Innopack S.r.l. and Wrapmatic S.p.A. and further developed and updated by its legal successor KPL Packaging S.p.A., a company also controlled by the holding company Körber PaperLink GmbH.

WHEREAS, the Assignor has acquired from KPL Packaging S.p.A. and now owns the Paper Packaging Technology relevant to "Wrapmatic" cut size folio packaging machinery and spare parts including without limitation all know-how, projects, drawings, researches and other technical and/or commercial - customer as well as supplier related - data and information (hereinafter the "Paper Packaging Technology"), and all industrial property rights and intellectual property rights, inter alia the patents and trademarks linked to the Paper Packaging Technology and listed in **Exhibit 1. and Exhibit 2**


WHEREAS the Assignee has acquired from KPL Packaging S.p.A. and now owns the cut size wrapper technology related to automatic machines for packaging reams of flat fine paper in several formats and has now expressed its interest for the purchase of the Paper Packaging Technology and the Patents and Trademarks from the Assignor.

WHEREAS the Assignor agreed to assign both the Paper Packaging Technology and the Patents to the Assignee on the terms of this Assignment of Patent and Technology (including exhibits).

NOW, THEREFORE, in consideration of the mutual promises and agreements hereinafter set forth, the parties agree as follows:

1. Subject Matter

- 1.1 The Assignor hereby assigns to the Assignee subject to the clauses of this Assignment of Patents and Paper Packaging Technology, such rights, title and interest as it holds in the Paper Packaging Technology and in the Patents and Trademarks as per **Exhibit 1 and Exhibit 2** to be applied to paper packaging machines and to any possible present and future technical application. As a consequence, the Assignee will become the exclusive owner of the Patents, Trademarks and Paper Packaging Technology.


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- 1.2 The Assignor undertakes to supply the Assignee the Paper Packaging Technology including technical drawings, projects and information, fabrication methods, industrialization and automation know-how either in paper or in electronic form, in order to make possible for the Assignee to manufacture the Products (collectively "Technical Documentation"). Furthermore the Assignor undertakes to supply to Assignee all commercial data - customer related as well as supplier related - in paper or in electronic form in order to make it possible for the Assignee to market and service the Products (collectively "Commercial Documentation"). A list of the documents supplied to the Assignee will be duly recorded by the Assignor and sent for information to the Assignee.
- All Technical and/or Commercial Documentation and all written materials to be supplied by Assignor to Assignee will be in English (if not available in English in Italian) and in the measurement units presently used by Assignor.
- 1.3 The Assignor shall transfer to the Assignee all records, data, files and other information (in any medium) which are in its possession, power or control (or those of its professional advisers and agents) and which relate to the Patents as soon as reasonably possible after the date of this assignment at the Assignor's expense.
- 1.4 The Assignor agrees, at the request and expense of the Assignee, to sign any documents and to do all such things which may be necessary to give effect to this assignment and explicitly to enable the Assignee to fulfil all relevant national registry requirements for the record of the assignment of the Patents.
- 1.5 The Assignor agrees, at the request and expense of the Assignee, to provide all reasonable assistance to the Assignee in connection with bringing or defending any proceedings in relation to the Patents during the period of 12 months from the date of this assignment.
- 1.6 As per today the Assignee declares to know the Paper Packaging Technology. Nevertheless, the Assignor undertakes during a reasonable transition period to provide its assistance and support to the Assignee for the integration and use of the Paper Packaging Technology within Assignee's business activities and for an introduction and training to Assignee's employees until the Assignee is able to market and service the Products (Start-up Date). The reimbursement of costs, fees and expenses have to be agreed upon mutually between Assignor and Assignee.
- 1.7 The Assignor undertakes to market, sell, deliver and service any Products based on the Paper Packaging Technology in his own name and on his own account until February 25th, 2007.

Any contracts or orders for Products or technical services accepted by Assignor prior to the Start-up Date shall be subject to and performed by Assignor. Any quotations, proposals, orders, or letter of intent for Products or technical services not accepted by Assignor prior to the Start-up Date shall be subject to and performed by Assignee.

2. Price

The consideration of the assignment of the Paper Packaging Technology and Patents is the payment to the Assignor of the sum of 300.000 Euro (threehundredthousand Euro). The price is to be paid as follows:

50% due after contract is signed

50% payable July 1, 2007

The Assignee will also pay to the Assignor 9.375 Euro per month for 6 months ending August 31, 2007 for the consulting services of Mr. Andrea Cinotti. This payment will be made based on receiving full value for the services of Mr. Cinotti.

The Assignee will also administer approved travel expenses of Mr. Cinotti. Travel expenses will be regulated between Assignee and Mr. Andrea Cinotti. The Assignee will pay for all Pemco related travel expenses for Mr. Cinotti and Mr. Walsh for January, 2007 and February, 2007.

3. Representations

3.1 The Assignor represents and warrants to the Assignee that:

- (a) It is the registered proprietor (in its proper name or in the name of the former owners Wrapmatic, Innopack, KPL Packaging) and beneficial owner of the Patents, free of all liens, charges, options, licences and encumbrances;
- (b) So far as the Assignor is aware, the working of the inventions described in the Patents will not infringe any patent or any other right of any other person;
- (c) None of the Patents has lapsed or been cancelled, and so far as the Assignor is aware nothing has been done or omitted to be done by the Assignor, or any person connected with the Assignor, which could jeopardise the validity or subsistence of any of the Patents and the Assignor has disclosed to the Assignee all facts and matters of which it is aware which could found an attack against the validity of the Patents and;
- (d) So far as the Assignor is aware, no third party is infringing or has infringed the Patents.
- (e) No licences have been granted to any third party with reference to the Patents or the Paper Packaging Technology.

3.2 The Assignor declares that legal defects in the patent and technical defects in the invention are not known to him. No liability for defects, particularly related to the invention, is undertaken. Any further warranty or any rights of rescission by Assignee in case of legal or technical defects are excluded.

3.3 The Assignor will remain fully responsible and liable for all kinds of obligations, such as but not limited to warranty and/or guarantee obligations, claims and/or damages related to the Paper Packaging Technology rendered by Assignor up to the Start-up Date.

The Assignee will research and present to Assignor recommendations related to any warranty and/or guarantee obligations, claims and/or damages related to the Paper

Packaging Technology rendered by Assignor up to the Start-up Date. The Assignor will approve or give alternative solutions to those recommendations within 3 business days.

The Assignor will also support Assignee to handle and enforce all kinds of obligations, such as but not limited to warranty and/or guarantee obligations, claims and/or damages still under the responsibility and liability of the former owner of the Paper Packaging Technology KPL Packaging S.p.a.

For the avoidance of doubts and misunderstandings Assignor's as well as KPL Packaging's warranty and other contractual obligations are listed in Exhibit 3.

- 3.4 The Assignee upon request of the Assignor will support Assignor as well as KPL Packaging to fulfil their obligations in accordance with Art. 3.3 at intercompany rates as per Exhibit 4, unless occurred expenses (e. g. usage of external service provider) are exceeding the mentioned amount in Exhibit 3. Material expenses will be charged based on costs.

4. **Confidentiality and non-competition clause**

The Assignor undertakes to keep all information, documents and data relating to this Assignment, the Patents and the Paper Packaging Technology assigned to the Assignee confidential and not to use it beyond the purpose of this Assignment of Patents and Technology. This obligation shall not apply to any part of such information and data which is actually in the public domain or has subsequently become part of the public domain without breach of this Assignment of Paper Packaging Technology and Patents.

5. **Costs**

The costs and fees of this patent assignment as well as all costs for the assignment and recording will be born by the Assignee. The Assignee will also pay for all the fees and costs for maintenance of the patent after the execution of this assignment of patents and technology.

6. **Miscellaneous items**

- 6.1 Any notice required or permitted to be given hereunder shall be deemed sufficient if sent by airmail, postage prepaid, personally delivered or by telegram, telex or other communication device providing a written record of the notice to a party at its address set forth on the signature page hereof or to such other address as the party may designate by notice duly given. All notices shall be deemed given only when actually served upon or received by the notified party.
- 6.2 This Assignment of Paper Packaging Technology and Patents may be amended, modified, superseded or cancelled, and any of the terms hereof may be waived, only by a written instrument executed by the party to be charged therewith. The failure of any party at any

time to require performance of any provision thereof shall in no manner affect its right at a later time to enforce the same.

- 6.3 Neither party to this Assignment of Paper Packaging Technology and Patents shall be held liable for its failure to comply with any of the terms of this Agreement caused solely by fire, strike, war, insurrection, governmental restrictions or other causes beyond its control and without its fault.
- 6.4 The invalidity or unenforceability of any provision of this Assignment of Paper Packaging Technology and Patents shall not effect any other provision hereof and the remaining clauses shall be construed as if such invalid or unenforceable provision was omitted.
- 6.5 This Assignment of Paper Packaging Technology and Patents constitutes the entire agreement between the parties hereto relating to the subject matter hereof and all prior agreements, correspondence, discussions and undertakings of the parties are merged herein and made a part hereof.
- 6.6 This Assignment of Paper Packaging Technology and Patents is made pursuant to and shall be governed by and construed in accordance with the laws of Germany. The parties agree that any disputes which may arise in connection with this assignment of patent and technology shall be settled in Arbitration according to the ICC arbitration rule. The arbitration shall take place in Zurich (Switzerland) in English language.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment of Paper Packaging Technology and Patents as of the day and year first above written.

Assignee

Pemco
3333 Crocker Avenue
Sheboygan, WI 53082-1146


Leon C. Stult

2-23-07

Assignor


E.C.H. Will GmbH
Nedderfeld 100
22529 Hamburg

PEMCO
3333 Crocker Avenue
Sheboygan, WI 53081-UBR
Tel: 820-486-2500
Fax: 820-458-1055



[Handwritten signature]

E.C.H. WILL
E.C.H. Will GmbH · Nedderfeld 100
22529 Hamburg · Deutschland



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Exhibit 1 - Patents

Priority	Title	Country	Application No.	Filing Date	Issue No. Patent Date	Patent No.	Publication Date	Expiry Date
BO96A000489	Device for the regulation of positioning of group material for hot melt procedure	ITALY	BO96A000489	08.07.1998		IT 1 286 246		08.07.2018
BO94A000371	Device for the selection of large, unpacked items	ITALY GERMANY JAPAN	BO94A000371 95839287.8 19388895	25.07.1997 18.01.1998 11.07.1997		IT 1274871 EP694489 JP2672289		25.07.2017 18.11.2018 11.07.2017
BO99A000519	Method for the determination & of the number of sheets contained in a ream of paper on a machine for item selection	ITALY	BO99A000619	16.11.1999		1311392		16.11.2019
2003-292917	Device for stack guidance	JAPAN EUROPE U.S.A. BRAZIL	2003-292917 02425528.3 10/638.520 PI 0303309-0	13.08.2003 13.08.2002 11.08.2003 12.08.2003		Pubbl.2004-131287 Pubbl.1 389 592 6,945,530	30.04.2004 18.02.2004 03.08.2004 27.04.2004	13.08.2023 13.08.2022 31.10.2023 12.08.2023
02425424.5	Unit for product transportation	EUROPE BRAZIL	02425424.5 PI0302247-1	27.06.2002 26.06.2003		Pubbl.1 375 405		27.06.2022 26.06.2023
DESIGNATO IL 28/05/2004 Belgium, Germany Spain France Italy UK Sweden								
BO2001A00733	Aparatus and related method for packaging of paper reams	ITALY EUROPE USA BRAZIL JAPAN	BO2001A00733 02026542.7 10/306.519 PI 0205137-0 2002-347833	30.11.2001 27.01.2002 27.11.2002 29.11.2002 29.11.2002		1 329 265 Pubbl.1 371 561 6,766,625 Pubbl. 2004-1673	29.09.2005 27.07.2004	30.11.2021 27.11.2022 27.11.2022 29.11.2022 29.11.2022

VALID IN ALL SIGNATORY STATES (7 countries)

28
25

Priority	Title	Country	Application No.	Filing Date	Issue No. Patent Date	Patent No.	Publication Date	Expiry Date
BO2003A00489	Method for alignment and pre-lifting of foil reams	ITALY EUROPE	BO2003A00489 04103805.0	08.08.2003 06.08.2004		Pubbl. 1 505 018	09.02.2005	08.08.2023 06.08.2024
	DESIGNATO IL 29/07/2005 FRANCE GERMANY UK SPAIN							
BO2003A00490	Method and device for alignment & pre-lifting of foil sheets	ITALY EUROPE	BO2003A00490 0410386.08	08.08.2003 06.08.2004		Pubbl. 1 505 017	09.02.2005	08.08.2023 06.08.2024
	DESIGNATO IL 29/07/2005 FRANCE GERMANY UK SPAIN							
PI 0501257-0	Unit for the selection and separation of stacked reams of paper sheets or similar matter	BRAZIL CANADA USA	PI 0501257-0 2,503,922 11/101,800	07.04.2005 07.04.2005 07.04.2005			16.11.2005 20.10.2005	07.04.2025 07.04.2025 07.04.2025
PI 0501256-2	Method & unit for the selection & separation of stacked reams of paper sheets or similar matter	BRASILE CANADA USA	PI0501256-2 2,503,990 11/102,598	07.04.2005 07.04.2005 07.04.2005			16.11.2005 20.10.2005	07.04.2025 07.04.2025 07.04.2025
BO2000A000617	Line for the infeed of plies and sheets into an operational unit	ITALY	BO2000A00617	24.10.2000		1 321 726		24.10.2020

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Exhibit 2 - Trademarks

Number	Country	Object	Filing Date	First Registration	Last renewal	Expiring Date
1288681	USA	W	01. Apr 83	07. Aug 84	17. Sep 04	07. Aug 14
412387	International	W		31. December 1974	31. December 1994	31. December 2014
412388	International	Wrapmatic		31. December 1974	31. December 1994	31. December 2014
F12002C001438	Italy	Wrapmatic	29. December 1972	1. March 1973	20. December 2002	29. December 2012
F12002C001439	Italy	W	30. December 1972	1. March 1973	20. December 2002	29. December 2012

65

Exhibit 3 - Warranty

Date of Inv.	Order No	Country	Customer	Quant.	Machine	S.N.	Supply amount (€)	GSC (*)	Warranty expiry 24 months(**)	Plurifannual Obligation (PO)	Expiry of PO
2006	ES0001-JLWRA	China	Chenming	1	GRM		US\$ 808,000.00		28/09/07	no	25.03.2007
2005	02250250-17	Russland	Goznak	1	GRM	7023	757,000		12/05/07	no	N/A
2005	3053300001	Finland	M-Real Aarekoski	1	GRM	7024	1,684,400,00	x	22/07/07	(1)	15/11/15
2005	2420136	Poland	ECH WIII per IP Poland	1	GREC	W207	340,000,00	x	05/04/07	no	N/A
2004	2033300119	Germany	Zanders	1	GREC CT	W120	655,000,00	x	05/04/07	(2)	04/05/15
2004	2033300183	China	Ningbo	1	GRM	W119	613,700,45	x	30.06.06	(3)	28/03/2015-28/03/2020
2003	2033300116	Portugal	Portucel	1	GRM	W134	1,585,404,00	x	14.12.05	(4)	24.09.12
2004	2420078	Portugal	Portucel	1	GREC	W168	233,295,00			to be checked	N/A
2003	2033300157	USA	KPL NA per Yupo	1	Envelope 301	W157	286,350,00	x	12.06.06	no	N/A
2003	2033300114	Germany	Zanders	1	Envelope 301	W157	286,350,00	x	12.06.06	no	N/A

General Sales Conditions

"In order to assure a quick delivery of spare parts, KPL Packaging guarantees to maintain an adequate spare parts stock in its premises. In the event the Purchaser should require special components, this guarantee is no longer valid and the Purchaser should provide in supplying himself with these special components"

- (1) essential spare parts -10 years from execution of delivery (15/11/05)
- (2) all spare parts from starting production (04/05/05)
- (3) 10 years for sub supplier parts and 15 years for own design parts form Operation Test Acceptance date (28/03/05)
- (4) 10 years from the date of the contract (24/09/02)
- (**) Warranty for Chenming begins with acceptance of commissioned machine. Commissioning and testing is set for March 2007. Final expiry date can only be stipulated once machine has been handed over and accepted.

Units noted in black are units supplied by KPL Packaging, Bologna with operational handling of warranty matters to be run through E.C.H WILL as of date of signature of contract for WRAPMATIC products by E.C.H. WILL, Hamburg as of 2006. All duties arising from these warranties remain the financial responsibility of KPL Packaging.

Units noted in blue are units supplied by E.C.H. Will, Hamburg.

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Handwritten marks: "45" and "25"

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Exhibit 4 – Intercompany rates

Intercompany Rates for Settlement of External Assembly and Warranty

The current rate for external assembly per day for all companies is the following:

Daily rate	EUR 500.00
Living expenses and accommodation	at cost
Travel expenses	at cost
Transportation on site	at cost
Miscellaneous	at cost

The prices are subject to evaluation for the following years.

I hereby certify that the foregoing is the true signature, made in my presence, of

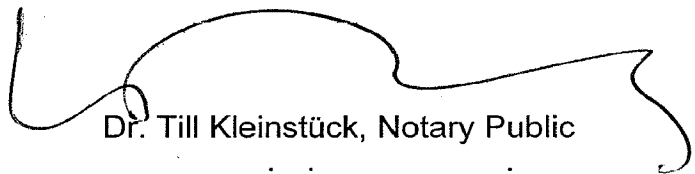
Mr. Klaus Aarestrup,
date of birth: 12 November 1969,
address: Nedderfeld 100, 22529 Hamburg,
personally known to me,

acting as Managing Director with sole representative authority of **E.C.H. Will GmbH**,
registered with the commercial register of Hamburg under No. HRB 51057.

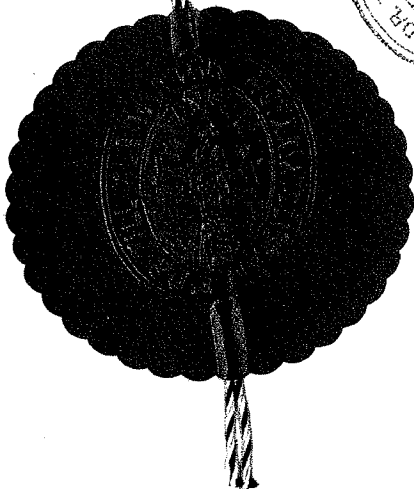
Having reviewed the pertinent entry in the Commercial Register of Hamburg I hereby
certify in accordance with Sec. 21 Federal Notaries' Act (§ 21 BNotO) that under regis-
tration number HRB 51057 Mr. Aarestrup is registered as Managing Director of E.C.H.
Will GmbH, with authority to represent alone.

Hamburg, this 25th day of November 2008





Dr. Till Kleinstück, Notary Public
- my commission never expires -



Sherry L. Buehler
My commission
expires
January 15, 2012

