

PATENT ASSIGNMENT

Electronic Version v1.1  
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Asset Transfer Agreement
CONVEYING PARTY DATA	
Name	Execution Date
H-C Industries, Inc.	06/29/1995
RECEIVING PARTY DATA	
Name:	Alcoa Closure Systems International, Inc.
Street Address:	1205 East Elmore Str4eet
City:	Crawsfordsville
State/Country:	INDIANA
Postal Code:	47933
PROPERTY NUMBERS Total: 7	
Property Type	Number
Patent Number:	5259522
Patent Number:	5205426
Patent Number:	5167335
Patent Number:	5004112
Patent Number:	4938370
Patent Number:	5242068
Patent Number:	5564582
CORRESPONDENCE DATA	
Fax Number:	(202)331-3101
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	202-331-3100
Email:	dcipmail@gtlaw.com
Correspondent Name:	Paul F. McQuade
Address Line 1:	Greenberg Traurig, LLP
Address Line 2:	2101 L Street, Suite 1000
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20037

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REEL: 022668 FRAME: 0507

ATTORNEY DOCKET NUMBER:	111248
NAME OF SUBMITTER:	Paul F. McQuade
<p>Total Attachments: 5</p> <p>source=HCAssetTransferAgreement#page1.tif</p> <p>source=HCAssetTransferAgreement#page2.tif</p> <p>source=HCAssetTransferAgreement#page3.tif</p> <p>source=HCAssetTransferAgreement#page4.tif</p> <p>source=HCAssetTransferAgreement#page5.tif</p>	

## ASSET TRANSFER AGREEMENT

**THIS TRANSFER AGREEMENT** (this "Agreement") is entered into as of this 29th day of June, 1995, by and between **ALUMINUM COMPANY OF AMERICA**, a Pennsylvania corporation ("ALCOA"), and **H-C INDUSTRIES, INC.**, a Delaware corporation ("H-C").

### **WITNESSETH**

**WHEREAS**, Closure Systems International ("CSI") is an unincorporated division of ALCOA; and

**WHEREAS**, H-C is a wholly-owned subsidiary of ALCOA which manufactures thermo-plastic closures and associated machinery; and

**WHEREAS**, ALCOA, through CSI has been engaged in the manufacture of aluminum closures and related packaging equipment, as well as acting as the head office for all of the world-wide businesses and entities included in CSI (the "CSI Business"); and

**WHEREAS**, ALCOA desires to transfer its CSI Business to H-C via a capital contribution equivalent to substantially all of the assets and liabilities relating to the CSI business; and

**WHEREAS**, effective at the close of business on June 30, 1995, H-C will change its name to Alcoa Closure Systems International, Inc.

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

### **ARTICLE I**

#### **TRANSFER OF ASSETS**

ALCOA hereby assigns and transfers unto H-C all its right, title, and interest, powers, remedies, benefits, burdens, duties, obligations, undertakings, options, and privileges in, to and under, at law or in equity, all accounts receivable, contracts, orders, commitments, plans, instruments and agreements entered into by ALCOA or CSI with respect to the CSI Business as the same are further defined below.

**Assets.** Subject to the provisions of this Agreement, at the Closing (defined below) ALCOA shall transfer, convey, assign and deliver to H-C, and H-C shall acquire, at the Closing all right, title and interest of ALCOA in and to substantially all of the tangible and intangible assets used by ALCOA or CSI in the CSI Business (the "CSI Assets"). The CSI Assets include, without limitation, all fixed assets, equipment and furnishings, any and all existing service or maintenance contracts and contracts to perform work, accounts receivable, work in process, supplies, durable goods and other miscellaneous inventory and assets, and all client lists, work records and files, used in connection with the CSI Business. The CSI Assets shall also specifically include the following: provided, however, that the failure to specifically include any items used in

connection with the CSI Business shall not be deemed to exclude such item from the operation of this Agreement, it being the intent of the parties that H-C shall acquire substantially all of the CSI Assets as reflected on the Closing Date (defined below) balance sheet:

(a) Equipment - certain furniture, furnishings, tools, supplies, machinery and equipment of ALCOA or CSI used in connection with the CSI Business as more particularly identified on **Exhibit A** to this Agreement, except as noted as exclusions thereon;

(b) Inventory - the inventories of raw materials, work in process, finished products, goods, spare parts, replacement and component parts, and office and other supplies of ALCOA or CSI used in connection with the CSI Business as are more particularly identified on **Exhibit A** to this Agreement, except as noted as exclusions thereon;

(c) Contracts - the rights in and to all contracts, orders, commitments, plans, arrangements, license and technology agreements and agreements entered into by ALCOA or CSI with respect to the CSI Business, including, without limitation, those which involve the right or obligation to purchase goods or services, the right or obligation to sell goods or services, the right to receive payment for products sold or services rendered, the right to assert claims and take other rightful actions with respect to breaches, defaults and other violations of such contracts or otherwise, and lease agreements ("Contracts and Rights");

(d) Customer Lists and Market Information - the rights in and to all existing customer lists relating to the CSI Business and all rights of access to such customers from and after the Closing Date (defined below) for the purposes of carrying out the CSI Business, including rights arising out of bids and other proposals made by ALCOA or CSI in the ordinary course of business through the Closing Date, as well as any and all information developed by or for ALCOA or CSI regarding the CSI Business;

(e) Order Log - the rights to all orders booked by ALCOA or CSI prior to the Closing Date with respect to the CSI Business;

(f) R & D - all rights to any products under research or development with respect to the CSI Business prior to or on the Closing Date;

(g) Receivables - all notes and accounts receivable held by ALCOA or CSI with respect to the CSI business and all notes, bonds and other evidences of indebtedness of and rights to receive payment;

(h) Patents; Trademarks; Copyrights - with respect to the CSI Business and subject to the terms of this Agreement, all patents and invention reports throughout the world and applications and all applications for patents filed after the date hereof;

(i) Know-How - all designs, plans, instruments, software, technological information, quality control and inspection data, documents, drawings, diagrams, specifications, non-marketing trade secrets, inventions, processes, procedures, research records, manufacturing know-how and manufacturing formulae, wherever located with respect to the CSI Business;

(j) Permits - to the extent their transfer is permitted by applicable law, all governmental licenses, permits, approvals, license applications, license amendment applications and product registrations with respect to the CSI Business; and

(k) Miscellany - all books, records, manuals and other materials (except for any ALCOA corporate records to the extent not necessary for the operation of the CSI Business in the ordinary course), including, without limitation, all records and materials maintained at the CSI locations in Richmond, Indiana and Indianapolis, Indiana, advertising materials, catalogues, price lists, correspondences, mailing lists, lists of customers, distribution lists, photographs, production data, sales and promotion materials and records, manufacturing and quality control records and procedures, blueprints, research and development files, records, data and laboratory books, patent disclosures, media materials and plates, accounting records, and sales order files.

## ARTICLE II

### ASSUMED LIABILITIES

Subject to the terms and conditions set forth in this Agreement, as of and at Closing, H-C agrees, upon the sale and purchase of the CSI Assets, to assume, perform and undertake:

(a) All obligations of ALCOA or CSI arising under the Contracts and Rights to the extent such obligations are to be performed under the terms of such Contracts and Rights from and after the Closing Date;

(b) Any and all liabilities relating to the CSI Assets and the CSI Business in the amounts reflected in the Closing Date balance sheet, other than inter-company accounts payable which do not represent trade accounts payable; and

(c) Any and all liabilities, obligations and commitments arising out of, or relating to the operation of the CSI Assets or the CSI Business, based on events or occurrences after the Closing Date.

## ARTICLE III

### TIME AND PLACE OF CLOSING.

The executions and delivery of all documents, instruments and agreements to be delivered by the parties to one another hereunder, the transfer of the title to and risk of loss with respect to the CSI Assets hereunder (the "Closing") shall occur at 11:00 a.m. local Indianapolis, Indiana time, on the earlier to occur of June 29, 1995 at the CSI Conference Center in Indianapolis, Indiana or at such other place, time and date to be fixed by the mutual written agreement of the parties (the "Closing Date") to be effective as of 10:00 a.m. local Indianapolis, Indiana time, on June 30, 1995.

## ARTICLE IV

### MISCELLANEOUS

**§4.1 Governing Law.** This Agreement shall be construed under and governed by the laws of the State of Indiana except for laws or rules relating to conflicts or choice of law.

**§4.2 Notices.** Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be hand delivered or sent by certified mail (return receipt requested) or by reputable overnight courier, or sent by telex, telegram, facsimile or cable, delivered to the respective addresses set forth below or, as to each party, at such other address as shall be designated by such party in a notice to the party entitled to receive such notice. All such notices and communications shall be effective when hand delivered or, in the case of notice by mail, telex, telegram, facsimile or cable, on the next succeeding business day following the date when sent addressed as set forth below:

If to ALCOA:	Aluminum Company of America 1501 Alcoa Building Pittsburgh, Pennsylvania 15219 Attention: Damian C. Georgino, Esq. Facsimile No.: (412) 553-4388
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If to H-C:	H-C Industries Inc. 1604 E. Elmore Street Crawfordsville, Indiana 47933 Attention: President Facsimile No.: (317) 364-6272
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**§4.3 Entire Agreement.** This Agreement, including the Exhibits referred to herein, constitutes the entire agreement of the parties with respect to the subject matter hereof, and supersedes all prior discussions, negotiations and agreements whether written or oral.

**§4.4 Assignability.** This Agreement may not be assigned by either party without the prior written consent of the other; provided, however, that H-C shall have the right to assign this Agreement to any wholly-owned subsidiary which may form or acquire in the future to carry on the CSI Business. This Agreement shall be enforceable by and shall inure to the benefit of, the parties hereto and the respective permitted successors and assigns, and no others.

**§4.5 Publicity and Disclosures.** No press releases or general public announcements, either written or oral, of the transactions contemplated by this Agreement, shall be made prior to the Closing Date without the prior knowledge and written consent of both ALCOA and H-C.

**§4.6 Waivers; Severability.** The failure of any of the parties to this Agreement to require the performance of any term or obligation under this Agreement or the waiver by any of the parties to this Agreement of any breach hereunder shall not prevent subsequent enforcement of such term or obligation or be deemed a waiver of any

subsequent breach hereunder. In case any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision or part of a provision of this Agreement, but this Agreement shall be construed as if such invalid or illegal or unenforceable provision or part of a provision had never been contained herein.

**§4.7 Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall together constitute one agreement.

**§4.8 Amendment.** This Agreement shall not be modified, amended or terminated except in a writing signed by the parties which shall refer specifically to this Agreement and shall state that it constitutes a modification, amendment or termination hereof.

**§4.9 Section Headings.** The section headings herein have been inserted for convenience of reference only and shall in no way restrict or modify any of the terms or provisions hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date set forth above by their duly authorized representatives.

WITNESS:

CLOSURE SYSTEMS INTERNATIONAL,  
a division of ALUMINUM COMPANY OF  
AMERICA

Lola Jane Hall

By: J. J. [Signature]

Title: President

WITNESS:

H-C INDUSTRIES, INC.

Lola Jane Hall

By: J. J. [Signature]

Title: President