

PATENT ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Amtcor Limited	06/01/2006
RECEIVING PARTY DATA	
Name:	Silgan Holdings, Inc.
Street Address:	4 Landmark Square
Internal Address:	Suite 400
City:	Stamford
State/Country:	CONNECTICUT
Postal Code:	06901
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	11852876
CORRESPONDENCE DATA	
Fax Number:	(202)778-2201
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	2029551500
Email:	patcdocket@hunton.com
Correspondent Name:	Hunton & Williams, LLP
Address Line 1:	1900 K Street, N.W.
Address Line 2:	Suite 1200
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20006
ATTORNEY DOCKET NUMBER:	60291.000061
NAME OF SUBMITTER:	Daniel G. Vivarelli, Jr.
Total Attachments: 7 source=DOC013#page1.tif source=DOC013#page2.tif	

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## PATENT ASSIGNMENT AGREEMENT

THIS ASSIGNMENT is made as of the 1<sup>st</sup> day of June, 2006

BETWEEN

**Ancor Limited.**, a company organized under the laws of Australia, whose registered address is 679 Victoria Street, Abbotsford, Victoria 3067, Australia (the "Assignor")

and

**Silgan Holdings Inc.**, a company organized under the laws of Delaware, whose registered address is 4 Landmark Square, Suite 400, Stamford, CT 06901 (the "Assignee")

(The Assignor and the Assignee collectively called the "Parties").

**WHEREAS** the Assignor is owner of the patent registrations and/or patent applications set forth on **Schedule 1** annexed hereto (collectively, the "Patents"); and

**WHEREAS** in connection with a Purchase Agreement between Assignor and Assignee dated February 22, 2006 (the "Purchase Agreement"), it was agreed that certain intellectual property assets currently registered in the name of the Assignor be assigned to the Assignee;

**WHEREAS** the Assignor wishes to confirm the transfer and assignment of all rights, title and interest in the Patents to the Assignee who accepts such transfer, the whole pursuant to the Purchase Agreement.

**NOW, THEREFORE**, in consideration of the premises and the mutual promises herein made, and in consideration of the representations, warranties and covenants herein contained, the Parties agree as follows:

### ASSIGNMENT:

1. Subject to the terms and conditions contained herein and in the Purchase Agreement:
  - 1.1 for good and valuable consideration set forth in the Purchase Agreement, the Assignor hereby assigns to the Assignee, with full title guarantee, all its right, title and interest in the Patents, and any applications or registrations therefore, including all rights, powers, liberties and immunities belonging thereto or accrued therefrom;

- 1.2 the assignment of the Patents includes the right for the Assignee to bring proceedings against any third party in respect of any of the Patents (including, but not limited to, proceedings for infringement, or for otherwise infringing any other of the rights accrued to the Assignor, whether or not any of such third party activities or actions occur before or after the date of this Agreement) and to claim damages in respect thereof in the name of the Assignee or its nominee;
- 1.3 the Assignor agrees and undertakes to provide, at the request and the cost of the Assignee, such assistance as may be reasonably required with any proceedings brought by or against the Assignee against or by any third party in relation to any of the Patents.

## **2. UNDERTAKING**

- 2.1 The Assignor hereby undertakes with the Assignee that, where requested and reasonably necessary, it shall execute, sign and do all such instruments, applications, documents, acts and things (the "**Instruments**") as may be reasonably required by the Assignee to enable the Assignee (or the nominee of the Assignee) to enjoy the full benefit of the property and rights hereby assigned. The Assignor's reasonable legal costs in executing such Instruments shall be reimbursed in full by the Assignee. The Assignee shall also be responsible for payment of any official governmental, national or international fees as may be relevant or required (including any stamp duty which may be owed and local attorney fees if incurred by either Party) in order for ownership or title in the Patents to be transferred to the Assignee.

## **3. POWER OF ATTORNEY**

- 3.1 The Assignor hereby irrevocably appoints the Assignee or its nominee as its attorney for the purpose of recording the Assignee as the owner of the Trademarks;
- 3.2 The attorney may exercise its powers under this agreement in the name of the Assignor or in the name of the attorney and as the act of the Assignor.
- 3.3 The attorney may at any time appoint or remove any substitute or delegate subattorney.

## **4. GENERAL PROVISIONS**

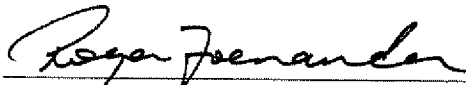
- 4.1 If any provision of this Agreement becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

- 4.2 To the extent that any conflict arises directly between the Purchase Agreement and this Assignment Agreement, the terms of the Purchase Agreement shall take precedence over and above this Agreement.
- 4.3 The parties hereby agree that this Agreement shall be governed and construed in accordance with the laws of the State of New York (regardless of the laws that might otherwise govern under applicable principles of conflict of laws thereof) as to all matters including but not limited to, matters of validity, construction, effect, performance and remedies.
- 4.4 This Agreement may be signed in counterparts and each counterpart shall constitute an original document and such counterparts taken together shall constitute one and the same instrument.

**[Remainder of page intentionally left blank]**

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by duly authorised officers of the Parties hereto as of the date first written above.

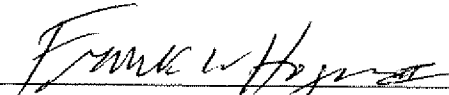
**Amcor Limited.**

by   
Name: ROGER FOERANDER  
Title: AUTHORIZED ATTORNEY

\_\_\_\_\_  
Name:

Title:

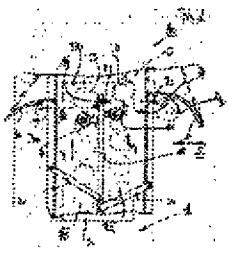
**Silgan Holdings Inc.**

by   
Name: Frank W. Hogan, III  
Title: Senior Vice President and  
General Counsel

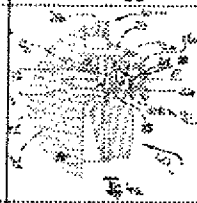
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**8. Patents - Amcor Limited**

MJ#: 1373827.12

Reference Number	PATENTS Amcor Ltd., Australia (Owner of Records)		Country + DWG.	Expiry Year (Filing Date)	Remark and/or Number
	Titles, Abstracts				
	increased speed and safety. It is possible to increase the speed without the sheet being deformed or losing its flatness.				
			CN	pending	02 82 1927.9
			DE	"	102 94 963.8
			EP	"	02 80 2271.3 - 2302
			EA	granted	065 483 2004 00 509
			HU	pending	P 04 01951
			PL	"	P-368 406
			US	"	10/494 201
LDF-11.111	<b>Vertical parallel conveying of caps</b> (Parallelförderung von Verschlüssen) Device for transporting caps (D) made of sheet metal in a vertical direction from a collecting point (1) to a delivery point comprises a conveyor belt (10), and a sensor and removing arrangement (3) for identifying caps in the wrong position and for laterally removing these caps. A web (15) arranged above the conveyor belt before the sensor and removing arrangement and ending after the sensor and removing arrangement separately guides more than one row (R1, R2) of caps next to each other to the sensor and removing arrangement, and after the sensor and removing arrangement removes wrongly positioned caps from the rows. The web then feeds together the rows into the rows continuing.			(23.04. 2002) pending	EP 1 357 064



Reference Number	PATENTS Amcor Ltd., Australia (Owner of Records)	Country + DWG.	Expiry Year (Filing Date)	Remark and/or Number
	Titles, Abstracts			
	of closely arranged caps. Independent claims are also included for the following: (1) Process for transporting caps made of sheet metal in a vertical direction from a collecting point to a delivery point; and (2) Alternative device. Preferred Features: The conveyor belt is a rotating screw conveyor, rotary or belt.			
		DE	pending	103 07 601.8
		EP	"	03 00 9245.6-1261
		US	"	Not avail. yet
LOF-11.211	<b>PT-Tamper-Band</b> (PT-Sicherungsring) The tamper indicating band is provided with flaps and connected to the PT-closure by a circumferential grip.		(29.07. 2005)  (05.08. 2004)	PCT/DE2005/ 001346  DE 10 2004 038 144.5  Not published yet.
LOF-11.365	<b>Duo-Compound</b> (Duales Compound Applizieran) The aim of the invention is to create a cap, whose sealing behavior is identical to that of common PT sealing systems, wherein the amount of compound used is reduced, meeting current and future requirements related to the sealing of containers which are filled with foodstuffs. The invention relates to a method for furnishing a light,		(11.11. 2003) pending	WO 2005/044 684 A1  Now restricted to Europe and USA. No other countries pursued.

List 1(b) FJL / 2006-05-15 / AMCOR LTD., Australia ~ Patents

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Mtl#: 1373827.12