

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Alcan Packaging Alzira, S.L.	03/30/2010
RECEIVING PARTY DATA	
Name:	Alcan Packaging Beauty Services
Street Address:	1 avenue du General de Gaulle
Internal Address:	ZAC des Barbanniers, "Le Signac"
City:	Gennevilliers
State/Country:	FRANCE
Postal Code:	92230
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	6314967
Patent Number:	6139208
CORRESPONDENCE DATA	
Fax Number:	(312)463-5001
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	312-463-5000
Email:	designteamchicago@bannerwitcoff.com
Correspondent Name:	Banner & Witcoff, Ltd.
Address Line 1:	Ten South Wacker Drive
Address Line 2:	Suite 3000
Address Line 4:	Chicago, ILLINOIS 60606
ATTORNEY DOCKET NUMBER:	217035.00065
NAME OF SUBMITTER:	Karen Huang
Total Attachments: 7	
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PATENT TRANSFER AGREEMENT

BETWEEN

ALCAN PACKAGING ALZIRA, S.L.

AND

ALCAN PACKAGING BEAUTY SERVICES

PATENT TRANSFER AGREEMENT

This Patent Transfer Agreement (the "**Agreement**") is entered into with effect as of 30 March, 2010, ("**Effective Date**") by and between:

Alcan Packaging Alzira, S.L., a company registered in Spain and having its head office at Cra. CV-50, km 18,1, Alzira, Valencia, Spain (hereinafter referred to as "**APA**");

AND:

Alcan Packaging Beauty Services, a company registered in France and having its head office at ZAC des Barbanniers, Immeuble "Le Signac", 1, Avenue du Général de Gaulle, 92230, Gennevilliers, France (hereinafter referred to as "**APBS**").

PREAMBLE



WHEREAS, as part of the divestiture of certain parts of the Alcan Packaging business including Alcan Packaging's Food Europe, Global Tobacco and Global Pharma Sectors but not including Alcan Packaging Beauty, pursuant to a transaction agreement entered into on December 22, 2009 as amended and restated from time to time, between Alcan Holdings Switzerland A.G., a company formed under the laws of Switzerland, certain of its affiliates and Amcor Limited, a corporation organized and existing under the laws of the State of Victoria ("**Amcor**"), (hereafter referred to as the "**Transaction Agreement**"), APA was acquired by Amcor.

WHEREAS, APA is the registered owner of patents exclusively used by Alcan Packaging Beauty Business and listed in Appendix A attached hereto (the "**Transferred Patents**").

WHEREAS, APBS has requested the transfer of all rights, interests and titles held by APA in the Transferred Patents and APA desires to accept to transfer to APBS all rights, interests and titles held in the Transferred Patents.

NOW THEREFORE, in consideration of the foregoing, the parties hereto agree as follows:

1. DEFINITIONS

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- 1.1 **Agreement** means this Agreement, its Appendix and any amendment that may be made thereto from time to time;
 - 1.2 **Amcor** has the meaning ascribed thereto in the preamble to this Agreement;
 - 1.3 **APA** has the meaning ascribed thereto in the preamble to this Agreement;
 - 1.4 **Business Day** means days on which the banks are generally open for business in France and in Spain, excluding for the avoidance of doubt Saturdays, Sundays and public holidays.
 - 1.5 **Effective Date** has the meaning ascribed thereto in the heading of this Agreement;
 - 1.6 **Transferred Patents** has the meaning ascribed thereto in the preamble to this Agreement.
 - 1.7 **Working Hours** means 9:30 a.m. through 5:30 p.m. on a Business Day.
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2. TRANSFER OF TRANSFERRED PATENTS

- 2.1 APA hereby grants, conveys and transfers to APBS, and assigns and agrees to deliver to APBS, all rights, titles and interests held by APA in the Transferred Patents.
- 2.2 APA hereby transfers the right held by it to grant licenses and any other rights held by it in respect of the Transferred Patents including the rights to sue for any infringement occurring before or after the Effective Date, as well as all statutory, contractual and other claims, demands and causes of action for royalties, fees or other income from, or infringement, misappropriation or violation of, any of the foregoing, and the rights to receive all of the proceeds from the foregoing that are accrued and unpaid as of, and/or accruing after the Effective Date.
- 2.3 APA hereby transfers to APBS all causes of action and rights of recovery it may have against third parties for past infringement in and to the Transferred Patents and for past misappropriation by third parties of trade secrets in and to the Transferred Patents.
- 2.4 APA hereby transfers to APBS the right to apply for and obtain statutory rights and registrations with respect to any of the Transferred Patents.

3. COMPENSATION

~~The consideration to be paid to APA by APBS for the purchase of the Transferred Patents shall amount to the sum of \$500,000 (Five Hundred Thousand Dollars).~~

4. REPRESENTATIONS AND COVENANTS

Each party hereto represents that it has full power and authority to enter into this Agreement and to perform all obligations hereunder.

5. NO PARTNERSHIP, JOINT VENTURE

The parties to this Agreement agree and acknowledge that the Agreement does not create a partnership, joint venture or any other relationship between APA and APBS save the relationship specifically set out herein before and solely for the limited purposes herein.

6. FURTHER OBLIGATIONS

- 6.1 ~~Each party shall execute and deliver to the other party all documents and instruments necessary or appropriate for the transfer, assignment and ownership of any right held by APA in the Transferred Patents to be transferred, which are to be duly executed and notarized or subject to other formalities.~~
- 6.2 ~~The parties to this Agreement shall co-operate using their respective commercially reasonable best efforts to take such further steps, including the execution and delivery of documentation and applications which are required for legal or regulatory purposes or to obtain the consents or approvals of third parties or necessary or advisable registrations.~~
- 6.3 ~~All fees and expenses related to registrations which are advisable or necessary shall be the expense of the future owner of such registration and all registrations will be the responsibility of the future owner.~~

6.4 ~~Nothing contained in this Agreement shall be interpreted to oblige APA to do anything more than apply its commercially reasonable best efforts (without out of pocket expense to it) to obtain any consent, approval or registration which may be required to give full effect to the terms and conditions hereof.~~

6.5 ~~Similarly, no party shall be obliged to convey any rights or do any other thing which would cause it to be in breach of any legal or contractual obligation.~~

7. NOTICES

7.1 Any notice, consent or other communication required or contemplated in connection with this Agreement shall be in writing in English and delivered by hand, fax, registered post or courier using an internationally recognised courier company. A notice shall be effective only upon receipt by each person to whom it is required to be sent and/or copied and shall be deemed to have been received (i) at the time of delivery, if delivered by hand, registered post or courier or (ii) at the time of transmission if delivered by fax *provided* that in either case, where delivery occurs outside Working Hours in the recipient's jurisdiction, notice shall be deemed to have been received at the start of Working Hours in the recipient's jurisdiction on the next following Business Day.

7.2 The addresses and fax numbers of the parties for the purpose of Article 7.1 are:

To APA

Alcan Packaging Alzira, S.L.

~~Ctra. CV-58, km 18,1, Alzira, Valencia, Spain~~

~~Attention: Maria Henrille - Legal Department~~

~~Email: maria.henrille@alcan.com~~

~~Fax: +34 96 351 2222~~

With a copy to:

~~Davies Ward Phillips & Vineberg LLP~~

~~1501, McGill College Avenue, 28th Floor, Montreal, Quebec~~

~~H3A 0N6 Canada~~

~~Attention: Rita Leclerc-Gauthier~~

~~Email: rleclerc@dwphillips.com~~

~~Fax: +1 514 944 6400~~

To APBS

Alcan Packaging Beauty Services

~~740, rue Desbarniers, Immeuble "Les Signaux", 4, Avenue de~~

~~General de Gaulle, 92200, Courmoulin, France~~

~~Attention: Jean Gabriel Guillemin - Legal Department~~

~~Email: jean.gabriel.guillemin@alcan.com~~

~~Fax: +33 1 40 68 60 00~~

7.3 A party may notify the other party to this Agreement of a change to its name, relevant addressee, address, electronic mail address or fax number for the purposes of this Article 7, *provided* that such notice shall only be effective on:

- (a) the date specified in the notification as the date on which the change is to take place; or
- (b) if no date is specified or the date specified is less than five (5) Business Days after the date on which notice is given, the date following five (5) Business Days after notice of any change has been given.

8. ENTIRE AGREEMENT, AMENDMENTS

- 8.1 This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions whether oral or written of the parties, and there are no representations, warranties or conditions expressed or implied or otherwise between the parties in connection with the subject matter hereof, except as specifically set forth herein.
- 8.2 No amendment to the terms and conditions hereof or waiver in respect thereto shall be binding unless it is in writing and signed by duly authorized representatives of both parties.

9. DISPUTE RESOLUTION

- 9.1 Before any dispute, controversy or claim arising out of or in connection with this Agreement or its performance may be submitted to court, the parties shall first attempt to reach an amicable settlement through mutual consultations and negotiations.
- 9.2 If the parties are unable to reach an amicable settlement within thirty (30) Business Days from the date of receipt by one party of a written notice from the other party notifying it of a dispute, any party may make a reference to the commercial court of Nanterre in France.

10. MISCELLANEOUS

- 10.1 The division of this Agreement into sections, subsections and other subdivisions and the insertion of headings are for convenience of reference only and shall not affect or be utilized in the construction or interpretation of this Agreement.
- 10.2 Except as expressly stated to the contrary herein, the provisions of this Agreement are solely for the benefit of the parties and are not intended to confer upon any person except the parties to this Agreement, any rights or remedies hereunder, and there are no third party beneficiaries of this Agreement, and this Agreement shall not provide any third person with any remedy, claim, liability, reimbursement, claim of action or other right in addition to those existing without reference to this Agreement.
- 10.3 This Agreement may be executed in any number of separate counterparts, each of which is an original but all of which taken together shall constitute one and the same Agreement.

11. GOVERNING LAW

- 11.1 The parties agree that this Agreement shall be governed, construed and interpreted according to the laws of France.
- 11.2 Any provision in this Agreement prohibited by law or by court decree shall be ineffective to the extent of such prohibition without in any way invalidating or affecting the remaining provisions of this Agreement, and this Agreement shall be construed as if such prohibited provision had never been contained herein.

IN WITNESS WHEREOF duly authorized representatives of the parties hereto have signed duplicate copies of this Agreement.

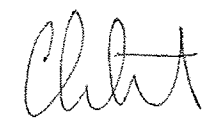
Alcan Packaging Alzira, S.L.
Represented by



Name: GABRIEL JULIA
Title: GENERAL MANAGER

Name:
Title:

Alcan Packaging Beauty Services
Represented by



Name: PRESIDENT
Title: CLAUDE CARTEROT

Name:
Title:

APPENDIX A - TRANSFERRED PATENTS

Regimbeau Ref.	ALCAN Ref	Kind	Country	Filing number	Granting number
35400 FD	BR6548	European Patent (Y01)			
355331	BR6548	Patent	USA	09/270,523	6,139,208
355329	BR6660	Patent	USA	09/559,058	6,314,967
355328	BR6660	Patent			