

## PATENT ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																												
NATURE OF CONVEYANCE:	ASSIGNMENT																												
CONVEYING PARTY DATA																													
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>Avery Dennison Corporation</td> <td>10/28/2011</td> </tr> <tr> <td>Avery Graphic Systems, Inc.</td> <td>10/28/2011</td> </tr> </tbody> </table>		Name	Execution Date	Avery Dennison Corporation	10/28/2011	Avery Graphic Systems, Inc.	10/28/2011																						
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RECEIVING PARTY DATA																													
<table border="1"> <tr> <td>Name:</td> <td>Eckart America Corporation</td> </tr> <tr> <td>Street Address:</td> <td>830 East Erie Street</td> </tr> <tr> <td>City:</td> <td>Painesville</td> </tr> <tr> <td>State/Country:</td> <td>OHIO</td> </tr> <tr> <td>Postal Code:</td> <td>44077</td> </tr> </table>		Name:	Eckart America Corporation	Street Address:	830 East Erie Street	City:	Painesville	State/Country:	OHIO	Postal Code:	44077																		
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CORRESPONDENCE DATA																													

501810670

PATENT  
 REEL: 027657 FRAME: 0604

OP \$520.00 5672410

Fax Number: (412)471-4094

Phone: 4124718815

Email: assignments@webblaw.com

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Correspondent Name: ANN M. CANNONI

Address Line 1: The Webb Law Firm

Address Line 2: One Gateway Center, Suite 1200

Address Line 4: Pittsburgh, PENNSYLVANIA 15222

NAME OF SUBMITTER:

Ann M. Cannoni, Reg. No. 35,972

Total Attachments: 9

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**RECORDATION FORM COVER SHEET**  
**PATENTS ONLY**

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies)**

Avery Dennison Corporation  
Avery Graphic Systems, Inc.

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

**3. Nature of conveyance/Execution Date(s):**

Execution Date(s) October 28, 2011

- ☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Joint Research Agreement  
☐ Government Interest Assignment  
☐ Executive Order 9424, Confirmatory License  
☐ Other \_\_\_\_\_

**2. Name and address of receiving party(ies)**

Name: Eckart America Corporation

Internal Address: \_\_\_\_\_

Street Address: 830 East Erie Street

City: Painesville

State: OH

Country: USA Zip: 44077

Additional name(s) & address(es) attached? ☐ Yes ☒ No

**4. Application or patent number(s):**

☐ This document is being filed together with a new application.  
A. Patent Application No.(s)  
B. Patent No.(s)

5,672,410  
6,068,691  
6,666,995  
5,624,076

Additional numbers attached? ☒ Yes ☒ No

**5. Name and address to whom correspondence concerning document should be mailed:**

Name: Ann M. Cannoni

Internal Address: The Webb Law Firm

Street Address: One Gateway Center  
420 Ft. Duquesne Blvd., Ste. 1200

City: Pittsburgh

State: PA Zip: 15222

Phone Number: 412-471-8815

Fax Number: 412-471-4094

Email Address: assignments@webblaw.com

**6. Total number of applications and patents involved:** 13

**7. Total fee (37 CFR 1.21(h) & 3.41) \$** 520.00

- ☒ Authorized to be charged by credit card  
☐ Authorized to be charged to deposit account  
☐ Enclosed  
☐ None required (government interest not affecting title)

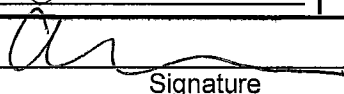
**8. Payment Information**

a. Credit Card Last 4 Numbers 1059  
Expiration Date 08/2010

b. Deposit Account Number 23-0650

Authorized User Name \_\_\_\_\_

**9. Signature:**

  
Signature

February 6, 2012  
Date

Ann M. Cannoni  
Name of Person Signing

Total number of pages including cover  
sheet, attachments, and documents:

9

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

**Application or patent number(s) cont.:**

**Patent No(s).**

5,650,248

5,549,774

5,629,068

6,398,999

6,863,851

7,820,088

**Application No(s).**

12/902,329

12/911,148

11/792,470

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("IP Assignment"), dated as of October 28, 2011, is made by Avery Dennison Corporation and Avery Graphic Systems, Inc. (collectively, "Sellers"), each being a Delaware corporation, in favor of Eckart America Corporation ("Purchaser"), a Delaware corporation, the purchaser of certain intellectual property and other assets of Sellers pursuant to that certain Asset Purchase Agreement between Purchaser and Sellers, dated as of October 5, 2011 (the "Asset Purchase Agreement").

WHEREAS, under the terms of the Asset Purchase Agreement, Sellers have conveyed, transferred and assigned to Purchaser, among other assets, certain intellectual property of Sellers, and have agreed to execute and deliver this IP Assignment, for recording with governmental authorities including, but not limited to, the US Patent and Trademark Office and the US Copyright Office;

NOW THEREFORE, the parties agree as follows:

1. Assignment. In consideration for the execution of the Asset Purchase Agreement, the payment of the consideration stipulated in the Asset Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Sellers hereby irrevocably convey, transfer and assign to Purchaser, and Purchaser hereby accepts, all of Sellers' right, title and interest in and to the following (the "Assigned IP"):

(a) the patents and patent applications set forth in Annex A hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals thereof (the "Patents");

(b) the trademark registrations and applications set forth in Annex A hereto, together with the goodwill connected with the use of and symbolized thereby and all issuances, extensions and renewals thereof (the "Trademarks"); and

(c) all rights of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world.

2. Recordation and Further Actions. Seller authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other governmental officials to record and register this IP Assignment upon request by Purchaser. Seller shall take such reasonable steps and actions following the date hereof that are reasonably requested, including the execution of any reasonable documents, files, registrations, or other similar items, to ensure that the Assigned IP is properly assigned to Purchaser, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The terms of the Asset Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Assigned IP are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

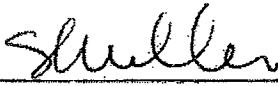
5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This IP Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).


[Signature Page Follows]

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

**AVERY DENNISON CORPORATION**

By:   
Name: Susan C. Miller  
Title: SVP, GC & Secretary

**AVERY GRAPHIC SYSTEMS, INC.**

By:   
Name: Susan C. Miller  
Title: President

**AGREED TO AND ACCEPTED:**

**ECKART AMERICA CORPORATION**

By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

**AVERY DENNISON CORPORATION**

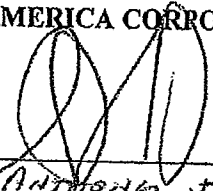
By: \_\_\_\_\_  
Name:  
Title:

**AVERY GRAPHIC SYSTEMS, INC.**

By: \_\_\_\_\_  
Name:  
Title:

**AGREED TO AND ACCEPTED:**

**ECKART AMERICA CORPORATION**

By:  \_\_\_\_\_  
Name: *ANTHONY J AMER JA*  
Title: *PRESIDENT*

[Signature Page to Intellectual Property Assignment Agreement]



**ANNEX A**

**ASSIGNED PATENTS AND TRADEMARKS**

# Metalure Portfolio

Avery Ref	Status	Title	Country	Type	App. No.	Pub. No.	Issue Date	Exp. Date
Granted/Pending/Published/Appealed								
1575-US-C1	Granted	Embossed Flakes	US	CIP	015205	5672410	30-Sep-97	30-Sep-14
1575-US-C2	Granted	Embossed Flakes	US	CON	939183	6068691	31-May-00	29-Sep-17
1575-US-C3	Granted	Embossed Flakes	US	CON	09/579747	6666995	23-Dec-03	11-May-12
1575-US-D1	Granted	Embossed Flakes	US	DIV	483307	5624076	29-Apr-97	29-Apr-14
1575-US-D2	Granted	Embossed Flakes	US	DIV	477616	5650248	22-Jul-97	22-Jul-14
1576-US	Granted	Method of Enhancing the Visibility of Diffraction Pattern Surface Embossment	US	ORD	07/882187	5549774	27-Aug-96	27-Aug-13
1576-US-D1	Granted	Method of Enhancing the Visibility of Diffraction Pattern Surface Embossment	US	DIV	08/474510	5629068	13-May-97	07-Jun-15

# Metalure Portfolio

Avery Ref No	State	Title	CIP Class	Country	App No	File Date	Parent No	Issued Date	Exp Date
2543-US	Granted	Aspect Functional Platelets	ORD	US	09/425514	22-Oct-99	6398999	04-Jun-02	23-Oct-18
2543-US-C1	Granted	Process for Making Angstrom Scale and High Aspect Functional Platelets	CIP	US	09/849512	04-May-01	6863851	08-Mar-05	23-Jul-21
2543-US-D1	Granted	Process for Making Angstrom Scale and High Aspect Functional Platelets	DIV	US	10/758985	16-Jan-04	7820088	26-Oct-10	09-Jul-25
2543-US-D2	Published	Process for Making Angstrom Scale and High Aspect Functional Platelets	DIV	US	12/902329	12-Oct-10			
2543-US-D3	Published	Process for Making Angstrom Scale and High Aspect Functional Platelets	DIV	US	12/911148	25-Oct-10			
4001-US	Published	Embossed Metallic Flakes Process and Product	ORD	US	11/792470	21-Apr-08			