| Form PTO-1594 RECORDATION FO (Rev. 03/01) TRADEMA  | RM COVER SHEET U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office  |
|--|--|
| Tab settings ⇔⇔⇔ ▼ _ ▼   | <u> </u>   |
| To the Honorable Commissioner of Patents and Trademarks:   | Please record the attached original documents or copy thereof.   |
| 1. Name of conveying party(ies):  BSN GLASSPACK SA  Individual(s)  General Partnership  Corporation-State FARKE  Other  Additional name(s) of conveying party(ies) attached? Yes No. | Limited Partnership  |
| Assignment Merger  | Corporation-State Germany  |
| Security Agreement Change of Name  Other  Execution Date: 06/21/2004   | Other  If assignee is not demictled in the United States, a demestic representative designation is attached: Yes / No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes / No |
| 4. Application number(s) or registration number(s):  78/216989  A. Trademark Application No.(s)  Additional number(s) at   | B. Trademark Registration No.(s) 1,424,869   |
| Name and address of party to whom correspondence concerning document should be mailed:   | 6. Total number of applications and registrations involved:  |
| Name: Frank Terranella   | 65.00  |
| Internal Address:  | 7. Total fee (37 CFR 3.41)\$_65.00   |
| Abelman Frayne & Schwab  | Enclosed  Authorized to be charged to deposit account  |
| Street Address: 150 East 42nd Street  City: New York State; NY Zlp: 10017  | 8. Deposit account number: 01-0035   |
|  | THIS SPACE   |
| 9. Signature.  | September 14, 2004   |
| • • • • • • • • • • • • • • • • • • •  | ignature Date ver sheet, attachments, and document:  |
| i drai number or pages incubing co-  | And deliberal sufficient and many properties of properties.  |

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

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Boing Concern Pledge Agreement

Reulit Arriv

Between

BSN GLASSPACK

as Pledgor

and

DEUTSCHE BANK AG London

As Collateral Agent

June 21, 2004

La 29/58/2004 Bordereau n°2004/191 Caso n°10

Ext 1155

REEL: 002938 FRAME: 0733

#### GOING CONCERN PLEDGE AGREEMENT

#### BETWEEN:

1. BSN GLASSPACK SA, a company registered under the laws of France the registered office of which is located at 64, boulevard du 11 Novembre 1918 in Villeurbanne (69100), registered at the Trade and Companies Registry of Lyon, under the number 339 030 702, represented by Mr. Franco Todisco, Chairman and Chief Executive Officer duly empowered for the purpose hereof,

(hereinafter sometimes referred to as the "Pledgor" or the "Borrower");

PARTY OF THE FIRST PART;

AND

2. DEUTSCHE BANK AKTIENGESELLSCHAFT, a corporation duly organised and existing under the law of the Federal Republic of Germany and having its principal place of business at Taunusanlage 12 in the City of Frankfurt (Main) and operating in the United Kingdom under branch number BR000005 at Winchester House, 1 Great Winchester Street, London, EC2N 2DB United-Kingdom, represented by Mr. Ronald Lane-Smith, Vice-President, duly empowered for the purpose hereof, acting both for itself and on behalf of the lenders as defined in the Credit Agreement (as defined below) (the "Lenders") as the Collateral Agent,

(hereinafter referred to as the "Collateral Agent");

PARTY OF THE SECOND PART;

(hereinafter referred to individually as a "Party" or collectively as the "Parties").

#### WHEREAS:

- A. Pursuant to a second amended and restated secured credit agreement dated March 15, 2004 (the "Credit Agreement") entered into between, inter alia, certain entities of the Owens-Illinois group, the Collateral Agent, the Lenders (as defined below) and the Pledgor on or about the date hereof, the Lenders have agreed to make available to the Pledgor certain facilities in the form of (i) French Tranche C1 Term Loans of a total amount in principal of \$315,000,000, (ii) French Tranche C2 Term Loans of a total amount in principal of \$385,000,000 under the terms and conditions set forth in the Credit Agreement. The Lenders (or certain of them) may also agree, subject to certain conditions being satisfied, to make available to the Borrower Refinancing Term Loans of a total maximum amount equal to the total amount of French Tranche C1 Term Loans and French Tranche C2 Term Loans, under the terms and conditions set forth in the Credit Agreement.
- B. The proceeds of French Tranche C1 Term Loans and French Tranche C2 Term Loans will be used to refinance all outstanding amounts due under the Existing BSN Credit Agreement (as this term is defined in the Credit Agreement) and certain other indebtedness of BSN and its subsidiaries and to pay certain related fees and expenses.
- C. The proceeds of French Tranche C3 Term Loans, if any, will be used to repay the principal of and pay the applicable premium on the Existing BSN Subordinated Notes (as this term is defined in the Credit Agreement) to the extent the holders of the same accept the "change of control offer" made by the issuers thereof with respect to such notes and to pay certain related fees and expenses on or about the BSN Change of Control Payment Date.
- D. The proceeds of the Refinancing Term Loans, if any, shall be used to refinance French Tranche C1 Term Loans and/or French Tranche C2 Term Loans.
- E. The Credit Agreement has been entered into in the context of the acquisition by O-I Europe SAS, an indirect wholly owned subsidiary of Owens Illinois, Inc. of all of the outstanding shares of the Pledgor and BSN Subordinated Shareholder Loan, such acquisition and loan being financed with the proceeds of Domestic Tranche C Term Loan and Tranche D Term Loans, under the said Credit Agreement.
- F. The Pledgor has agreed to grant a pledge over its assets including equipment and intangible rights included in its going concern in order to secure the performance of the Secured Obligations (as defined below) (the "Pledge").
- G. Consequently, the Parties have met in order to enter into this going concern pledge agreement (the "Agreement").

#### NOW, THEREFORE IT HAS BEEN AGREED AS FOLLOWS:

References to the Credit Agreement shall be deemed to include references to such agreement as it may be amended, modified, novated, supplemented or restated from time to time, including without limitation, by way of increase of the facilities made available thereunder.

#### <u> ARTICLE 1 – DEFINITIONS</u>

1.1 The following expressions shall have the meaning set forth as follows:

"Agreement"

means this pledge agreement;

"Business Day"

has the meaning ascribed to this term in the Credit Agreement;

"Event of Default"

has the meaning ascribed to this term in the Credit Agreement;

"Secured Obligations"

means the payment in full when due and the performance of all present and future, direct or indirect, undertakings and/or payments owing by the Borrower to the Lenders (or any of them) of any kind arising out or outstanding under, all claims and rights which the Lenders have or may have against the Borrower arising out of or in relation to French Tranche C1 Term Loans, French Tranche C2 Term Loans, French Tranche G3 Terms Loans, if any, and Refinancing Term Loans to Borrower, if any, to the extent that the proceeds of the Refinancing Term Loans are used to refinance French Tranche C1 Term Loans and/or French Tranche C2 Term Loans pursuant the Credit Agreement and the principal amount of such Refinancing Term Loans does not exceed the principal balance of the French Tranche C1 and the French Tranche C2 Term Loans then outstanding and so refinanced, for any amount in principal plus interest, late interest, commissions, fees and incidentals, including all reasonable costs and expenses incurred by or on behalf of the Lenders in connection with the enforcement of the Pledge, due by the Borrower to the Lenders, as well as any other entity to which would be transferred any and all rights and obligations of the Lenders pursuant to the Credit Agreement;

"Secured Parties"

means the Collateral Agent and the Lenders

- 1.2 Clause headings are inserted for convenience of reference only and shall be ignored in the interpretation of this Agreement.
- 1.3 Unless the context otherwise requires or unless otherwise defined in this Agreement words and expressions defined in the Credit Agreement shall bear the same meanings when used herein.
- 1.4 Notwithstanding anything to the contrary set forth herein, the Collateral Agent shall not be entitled to exercise any remedies herein unless and until and only during the occurrence and continuance of an Event of Default pursuant to the Credit Agreement.

#### <u>ARTICLE 2 - PLEDGE</u>

As security and guarantee for the payment, under the terms and conditions of the Credit Agreement, of the Secured Obligations, the Pledgor hereby grants to the Collateral Agent (acting both for itself and on behalf of the Lenders), who accepts, a pledge over the going concern described in article 3 herebelow, in accordance with articles L.142-1 and seq. of the Commercial Code relating to pledge over going concern, subject to the legal provisions governing in general the creditors' rights and to the accomplishment of the formalities described herebelow.

Page nº 5.

The Collateral Agent (acting both for itself and on behalf of the Lenders) shall register or record, depending on the case, within required legal time limits, this Pledge over the Going Concern with (i) the relevant tax authorities, (ii) the Clerk's Office of the relevant Commercial Courts, and (iii) the "Institut National de la Propriété Industrielle" (INPI) and/or each national office of the countries in which the patents or trademarks or similar rights are registered, with respect to patents and trademarks or any other similar rights the pledge of which is subject to publicity.

#### **ARTICLE 3 – DESCRIPTION**

This Pledge is made over a going concern used for manufacturing and marketing of any kind of glassware, operated principally at 64 Bd du 11 novembre 1918 in Villeurbanne (69100), for which the Pledgor is principally registered at the Trade and Companies Registry of Lyon under no. 339 030 702 and for its branches, at the Trade and Companies Registry of Cognac under number 1989B00036, at the Trade and Companies Registry of Aubenas under number 1989B00047, at the Trade and Companies Registry of Montbrison under number 1989B00047, at the Trade and Companies Registry of Mirecourt under number 1989B00031, at the Trade and Companies Registry of Libourne under number 1989B00058, at the Trade and Companies Registry of Nantes under number 1989B00439, at the Trade and Companies Registry of Strasbourg under number 1989B00371, at the Trade and Companies Registry of Bordeaux under number1989B00998, at the Trade and Companies Registry of Paris under number 1989B07759, at the Trade and Companies Registry of Avignon under number 1997B00786, at the Trade and Companies Registry of Béziers under number 2000B01238, at the Trade and Companies Registry of Thiers under number 2001B60(hereafter the "Going Concern").

This pledge is made over the following items of the Going Concern:

- the goodwill and all clientele related thereto;
- the shop or factory sign ("enseigne");
- the commercial name;
- 4. the title to rent the premises where the going concern is operated, for each plant, granted to the Pledgor pursuant to private deeds, the terms of which are set forth in Exhibit 1 (the "Leases");
- all the patents, trademarks, licenses and other intellectual or industrial property rights, including the trademark licenses (collectively, the "Intellectual Property Rights"), a complete and accurate list of which is annexed as Exhibit 2 hereof, and more generally, all the other intangible assets belonging thereto;
- the various fittings, equipment and tools and all the other tangible assets belonging thereto;

be they present or future, used in the operation of the Going Concern, without any exception or reserve whatsoever other than those expressly mentioned herein.

#### ARTICLE 4 - INSURANCE

The Pledgor declares that the Going Concern is duly insured against all normally insurable risks, especially loss (including operation loss), destruction, theft and fire. The Pledgor undertakes to renew all the insurance policies of the Going Concern until full release of the Secured Obligations.

#### ARTICLE 5 - UNDERTAKINGS

The Pledgor undertakes to use its best efforts to conduct and manage the Going Concern in the ordinary course of business and in a manner consistent with past practice and not to engage in any action or make any commitment which would have a negative effect on the value of the Going Concern.

The Pledger acknowledges and agrees that the effects of this Pledge will extend to any extension of the Going Concern (including in particular the clientele, commercial leases, tools, equipment, industrial and intellectual property rights) which would be effected before the full release of the Secured Obligations.

#### ARTICLE 6 - REPRESENTATIONS AND WARRANTIES

In addition to the representations and warranties provided by the Pledgor under the Credit Agreement, the Pledgor hereby represents and warrants that:

- it is the full legal and beneficial owner of the Going Concern, and this Pledge over the Going Concern is enforceable against third parties as from the performance of the formalities in Article 2 of the present Agreement;
- it is fully aware of the terms and conditions of the Credit Agreement;
- Pledgor has full corporate power and lawful authority to execute, deliver, and perform this
   Agreement and pledge the Going Concern;
- that the Going Concern is not encumbered by any pledge, preferential right, lien or charge
  whatsoever other than as may be permitted under the Credit Agreement, subject to the legal
  provisions relating to bankruptcy law and qualifications in the legal opinions;
- that it is not subject to any insolvency or winding up judicial procedure and it is not bankrupt.

The representations and warranties listed herein above are made on the date hereof and are deemed to be repeated at the same date on which the representations and warranties made in the Credit Agreement are reiterated, by reference to the facts and circumstances existing on that date.

#### ARTICLE 7 - ENFORCEMENT OF THE PLEDGE

If an Event of Default (as defined in the Credit Agreement) shall occur and be continuing, Collateral Agent acting both for itself and on behalf of the Lenders shall be entitled to exercise on the Going Concern, all rights and privileges permitted by French law and all other applicable laws, up to the agreement of the Secured Obligations.

#### ARTICLE 8 - NOTIFICATION

All notices (including other communications required or permitted) under this Agreement must be in writing and must be delivered (a) in person, (b) by registered, express or certified mail, postage propaid, return receipt requested, (c) by a generally recognized courier or messenger service that accepted means of electronic transmission with a verification of delivery.

To be valid, any communication between the parties pursuant to this Agreement shall be made at the

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Page nº 7

#### For the Collateral Agent

Deutsche Bank, AG London

Winchester House, 1 Great Winchester Street, London, EC2N 2DB United-Kingdom

Fax number: 00 44 (0)20 7547 6419/5703 Attention: Mr. Ronald Lane-Smith

#### For the Pledgor

BSN Glasspack SA
64, Bd du 11 novembre 1918
69100 Villeurbanne
Fax number: 00 33 (0) 1 56 79 63 70
Attention: Mr. Franco Todisco

#### With a copy to

Mr. Franco Todisco Avir Spa (Italy) Fax number: 00 39 (0)2 45 10 16 88

and

#### With a copy to

Opens-Illinois Group, Inc One SeaGate, Toledo, Ohio 43666, U.S.A. Telephone number: 419-247-5000 Fax number: 419 247 1221 Attention: Mr. Jim Baehren

Motises are deemed delivered at the earlier of the date such notice is actually received by a party or two days after such notice is given.

Any change of address shall be notified to the other party with a prior notice of 15 business days.

#### <u> ARTICLE 9 – TERM OF THE AGREEMENT</u>

This Agreement shall remain in full force and effect until all Secured Obligations shall have been irrevocably paid in full pursuant to the terms and conditions of the Credit Agreement.

The Pledge is created with an indivisible nature. Consequently, partial fulfilment of the Secured Obligations shall not extinguish the Pledge proportionally, which may only be cancelled after the full compliance of the Secured Obligations.

<u>Page nº 8</u>

Notwithstanding the above, if the Collateral Agent has authorized the release of any of the collateral constituting items of the going concern in whole or in part pursuant to its authority under Section 8.7 of the Credit Agreement or to the extent that such release is required under the Credit Agreement, such take any further action for its termination and release unless otherwise required by French law in which case the Collateral Agent agrees to promptly provide such releases or take such required actions, as the same may reasonably be requested by the Pledgor. The Collateral Agent shall be entitled, without limitation, in the event, that it determines that the pledge created hereby is no longer required pursuant to the Credit Agreement, to unilaterally terminate the pledge on all or part of the going concern.

Once all the Secured Obligations have been fully discharged the Pledge shall be automatically terminated and cancelled. The Collateral Agent, upon the Pledgor's written request, shall execute in the maximum term of one month as from the date of the request, the corresponding public or private documents as necessary for the cancellation of the Pledge, returning to the Pledgor any document delivered to the Collateral Agent in connection with this Agreement.

The Pledgor hereby agrees that amendments or term extensions of the Secured Obligations, as may be agreed by the Pledgor the Collateral Agent, will not affect the validity or enforceability of this Agreement, which will remain in full force notwithstanding any such amendments or term extensions.

#### ARTICLE 10 - REGISTRATION, RECORDING, COSTS AND EXPENSES

All reasonable expenses, fees and commissions relating to the present agreement, and those arising there from, including expenses for recording, registration and renewal thereof, shall be borne by the Pledgor, who undertakes to do so in accordance with the provisions of the Credit Agreement.

For this purpose, all powers are granted to the bearer of a copy hereof.

#### ARTICLE 11 - ELECTION OF DOMICILE

For the implementation hereof, the Parties elect domicile at their respective registered office.

#### ARTICLE 12 — BENEFICIARIES OF THE PLEDGE

Subject to the provisions of the Credit Agreement, the rights arising from this Agreement shall inure to the Collateral Agent acting both for itself and on behalf of the Lenders, as well as the successors and assigns of the Collateral Agent and of the Lenders.

#### ARTICLE 13 - SEVERABILITY

If any clause of the Agreement shall be found to be null and void, prohibited or incapable of enforcement, such clause shall have neither effect nor jeopardy on the validity or execution of the other terms of this Agreement and none of the Parties may claim damages to the other on such basis.

In such case, the Parties shall negotiate in good faith in order to replace the clauses concerned by clauses valid and capable of enforcement, the closest possible as regards the initial intention of the Parties or, if such common intention may not be determined, of the intention of the Party that the invalid or unenforceable clause was aiming at protecting. Failing such agreement, the Parties shall appoint an expert or, if they cannot agree on such appointment, the expert shall be appointed by the President of the Commercial Court of Paris upon request of the most diligent Party. The expert shall substitute all the invalid or unenforceable clauses complying with the requirements set forth here

#### <u> ARTICLE 14 - MISCELLANEOUS</u>

The preamble and the exhibits of this Agreement are part of this Agreement and bind either Party.

This Agreement constitutes the entire agreement of the Parties in relation to its subject matter.

This Agreement may only be modified by a written agreement duly signed by both Parties. The waiver made by one Party to the benefit of any of the clauses of this Agreement shall be valid only if acknowledged in writing and shall be construed restrictively. No waiver to any of the clauses of this Agreement shall be deemed as a waiver to any other clause of this Agreement, whatever the degree of similarity between the clause which shall have been waived and any other clause of this Agreement.

Notwithstanding anything to the contrary set forth herein, if and to the extent that there is any inconsistency between the terms of this Agreement and those of the Credit Agreement, as applicable, the result of which imposes any more onerous restrictions or obligations on the Pledgor (other than the creation of this Pledge in favor of the Collateral Agent acting both for itself and on behalf of the Lenders), the terms of the Credit Agreement, as applicable, shall prevail in all respects and the inconsistent terms herein shall be disregarded, subject only to mandatory French rules which shall be declared applicable to this Agreement. As long as they do not contravene with any possible international mandatory rules, the provisions of the Credit Agreement are fully applicable by reference to the Pledgor and to this Agreement.

This Agreement will be translated into French. In such case, the French version shall prevail in case of contradiction or conflict arising out of such translation or if a dispute arises in relation with the interpretation or performance of this Agreement.

The assignment of this pledge to any successor or assign of the Collateral Agent (acting both for itself and on behalf of the Lenders) may not be construed as a novation pursuant to articles 1271 and seq. of the Civil Code. However, if a novation was deemed to have occurred, the Parties hereby expressly acknowledge that this pledge shall benefit to any substitute or assignee in compliance with the provisions of articles 1278 and 1279 of the Civil Code. Any such transfer or assignment of rights under this Agreement by the Collateral Agent (acting both for itself and on behalf of the Lenders) shall be notified in compliance with article 1690 of the French Civil Code (by bailiff or within a notarial deed).

The Pledgor undertakes, at any time and at his own costs, to sign or have signed any powers or other decuments required, and to take any necessary or desirable measures, as well as those that the Collateral Agent (acting both for itself and on behalf of the Lenders) may reasonably request, in order to perfect or protect the privilege which they are granted by this agreement or aiming at enabling the Collateral Agent (acting both for itself and on behalf of the Lenders) to exercise and enforce the rights they are entrusted with by this Agreement.

#### ARTICLE 15 - APPLICABLE LAW AND JURISDICTION CLAUSE

This Agreement shall be governed by, and interpreted in accordance with, French law.

Any dispute arising in connection with the interpretation, validity, performance or termination of this Agreement will be settled (i) before the Commercial Court of Paris (France) (Tribunal de Commerce de Paris), which shall have full and exclusive jurisdiction, or (ii) upon the Collateral Agent's choice, before any other state or federal court of competent jurisdiction in the State of New York in accordance with section 10.18 of the Credit Agreement.

Executed in Paris, On June 21, 2004, In two (2) original copies.

BSN Glasspack as Pledgor

By:

Name: Franco Todisco

Title: Chairman and Chief Executive Officer

DEUTSCHE BANK AG, London

as Collateral Agent

By:

11.57 may 24 65

Name: Ronald Lane-Smith

Title: Vice President

EXHIBIT 1

**LEASES** 

### ANNEXE

# Liste des baux BSN GLASSPACK

| Observations               | Convention de<br>domiciliation avec                              | SEFIPAL, FIAVER                                      |  |  |  |  |   |
|----------------------------|--|--|--|--|--|--|---|
| Date                       | 30/06/2009   | 31/12/2006   | 31/05/2006   | 31/08/2006   | 31/07/2005   | 31/07/2007                                 | 14/04/2008                                    |
| Date de<br>Préavis         | 31/12/2005   | 30/06/2006   | 30/11/2005   | 28/02/2006   |  | 31/01/2007                                 | 14/10/2004                                    |
| Date de prise<br>d'effet   | 01/07/2000   | 01/01/1998   | 01/06/2000   | 261/60/10  | 01/09/2003   | 01/08/1998                                 | 15/04/1999                                    |
| Date de signature          | 26/04/2000<br>Bail 3/6/9   | 1-16/07/1999<br>Bail 3/6/9                           | 19/05/2000<br>Bail 3/6/9                                       | 30/03/1998<br>Bail 3/6/9                             | 09/07/2003<br>Bail précaire                                      | 09/12/1997<br>Av 03/11/98<br>Bail 3/6/9    | 18/03/1999<br>Bail 3/6/9                      |
| Bailleur                   | Foncière des Régions<br>46 Av Foch<br>57000 Metz                 | Me Vincert (M. Boeuf)<br>Alignay<br>21200 Meursanges | Mrs Sammartano<br>Le Logis – 17500 St<br>Maurice de Taverniole | TPS CHEVALLIER<br>95 av M. Berthelot<br>69520 Grigny | Centre d'Affaires<br>Athéna<br>10 av Molière<br>67200 Strasbourg | NORPEC 71, route Nationale 59241 Masnieres | ROCHEFORT 25 31 rue de Courcelles 75008 PARIS |
| Sociétés<br>Raison sociale | BSN GLASSPACK<br>64.bd du 11 novembre 1918<br>69100 Villeurbanne | BEAUNE<br>Ruelle Morlot<br>21200 Beaune              | GENSAC Les Grands Champs 16130 Segonzac                        | Le Clairin-St Romain<br>69700 - Givors               | DKV Strasbourg<br>10 av Molière<br>67200 Strasbourg              | Dépôt ZI Lavilledieu 07 Lavilledieu        | Bureaux 31 rue Rochefort 75017 Paris          |

REEL: 002938 FRAME: 0744

|             |   |            |             |   | •                      |                 |
|-------------|---|------------|-------------|---|------------------------|-----------------|
|             |   |            |             |   | 75008 Paris            |                 |
|             |   |            | ,           |   | 43 av Hoche            | 75017 Paris     |
|             |   |            |             | Bail 3/6/9                              | Notaires               | o rue Chazelles |
|             | 30/04/2012                              | 31/10/2005 | 01/05/2003  | 17/04/2003                              | Caisse de Kerraire des |                 |
|             |   |            |             | 40000000                                | College L. D. Letter   | I Acous Darie   |
| <del></del> |   |            |             |   | 92000 Nanterre         |                 |
| _           |   |            |             |   | 9 quai Pt Paul Doumer  | 75017 Paris     |
|             | 000000000000000000000000000000000000000 |            |             | Bail 3/6/9                              | (SOGINDO)              | 92 av de Wagram |
|             | 31/10/2008                              | 30/06/2005 | -01/01/2000 | 30/12/1999                              |                        | T vancano       |
|             |   |            |             | 000000000000000000000000000000000000000 | TANKOD ANIOTE          | Rureaux dent    |

#### EXHIBIT 2

INTELLECTUAL PROPERTY RIGHTS

SN DESIGNS

| - Character |                | · ·· <del>· ·</del> | <del></del> | ,          |  | <del></del> -                                |  |
|-------------|----------------|---------------------|-------------|------------|--|--|--|
|             | 200843         | 201704              | 238327      | 239592     | 395098                                       | 333595                                       | 556259                                       |
|             | 2007-05-10     | 2007-06-28          | 2011-06-05  | 2011-07-18 | 2015-02-19                                   | 2018-03-22                                   | 2021-09-16                                   |
|             | 1982-05-10     | 1982-06-28          | 1986-06-05  | 1986-07-18 | 1990-02-19                                   | 1993-03-22                                   | 1996-09-16                                   |
|             | 821641         | 822233              | 862990      | £28 £98    | 901085                                       | 931601                                       | 965270<br>(n°1)                              |
|             | BSN            | BSN                 | BSN         | BSN        | VERRERIES<br>SOUCHON<br>NEUVESEL<br>VSN S.A. | VERRERIES<br>SOUCHON<br>NEUVESEL<br>VSN S.A. | VERRERIES<br>SOUCHON<br>NEUVESEL<br>VSN S.A. |
|             | France         | France              | France      | France     | France                                       | France                                       | France                                       |
|             | Bottle (Oasis) | Bottle              | Bottle      | Bottle     | Bottle                                       | Small bottles                                | Bottle                                       |

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| <del>,</del> .                               | , <u> </u>                                   |                            |                            | ÷   |  |
|--|--|----------------------------|----------------------------|---|--|
| 556260                                       | 556261                                       | 630194                     |                            | 693834 <b>→</b><br>693836                       |  |
| 2021-09-16                                   | 2021-09-16                                   | 2026-04-25                 | 2006-10-24                 | 2027-11-14<br>(if retiewed<br>every 5<br>years) | 2028-04-01<br>(If renewed<br>every 5<br>years) |
| 1996-09-16                                   | 1996-09-16                                   | 2001-04-25                 | 2001-10-24                 | 2002-11-14                                      | 2003-04-01                                     |
| 96 <b>5</b> 270<br>(n <sup>2</sup> 2)        | 965270<br>(p°3)                              | 012471                     | DM 057823                  | 026882  | 6481   |
| VERRERIES<br>SOUCHON<br>NEUVESEL<br>VSN S.A. | VERRERIES<br>SOUCHON<br>NEUVESEL<br>VSN S.A. | BSN<br>GLASSPACK<br>S.A.S. | BSN<br>GLASSPACK<br>S.A.S. | BSN<br>GLASSPACK<br>S.A.S.                      | BSN<br>GLASSPACK<br>S.A.S.                     |
| France                                       | France                                       | France                     | International              | France  | European<br>Community<br>design                |
| Bottle with<br>pour-through<br>stop          | Bottle with<br>pour-through<br>stop          | Bottle                     | Bottle                     | Wine waiter<br>bottle "Loire"<br>77cl           | Wine waiter<br>bottle "Loire"<br>77cl          |

TRADEMARK

**REEL: 002938 FRAME: 0748** 

## SN PATENTS

| BSN   | BSN  | BSN  |
|---|--|--|
| New feeding compound for glass furnaces and method for obtaining such compound (FR : Nouveau produit pour l'alimentation des fours de verrerie et procédé pour son obtantion) | Method for coating of glass substratum with silica film (FR: Procédé de revêtement d'un substrat en matériau vitreux, par un film de silice) | Method and device for determining the oxydization of a ionic compound in fusion (FR. Erocede et dispositif de determination de l'état d'oxydation d'un fusion) |
| 2010-05-30  | 2012-10-19   | 2013-01-14   |
| 9006965<br>2662689  | 9212682<br>2697014   | 93 <b>00552</b><br>2700393   |
| 1990-05-30  | 1992-10-19<br>1995-01-20   | 1993-01-14<br>1995-03-31   |
| France  | France   | France   |
| Delivered   | Delivered  | Delivered  |

| 20.11 | BSN   | BSN   | BSN  | BSN  | BSN   |
|-------|---|---|--|--|---|
|       | Glass (or similar) container covered with elastomer and method for such coating (FR: Conteneur en verre ou analogue d'une couche d'élastomère et procédé de revêtement correspondant) | Method and device for<br>reading raised designs<br>borne by a transparent<br>or translucent container | Method and device for<br>reading raised designs<br>borne by a transparent<br>or translincent container | Process for treating glass containers to improve their adherence to a polymer coated substrate and glass containers. | Process for treating glass containers to improve their adherence to a polymer coated substrate and glass containers |
|       | 2015-12-22  | 2019-06-24  | 2019-06-24   | 2018-07-06   | 2019-07-05  |
|       | 9515779<br>2742746  | 2301733   | 2000-557425<br>2002-519913   | 9808780<br>2780723   | 99420151  |
|       | 1995-12-22<br>1998-03-13  | 1999-06-24<br>2000-01-06<br>(pub.)  | 1999-06-24<br>2002-07-02<br>(pub.)   | 1998-07-06<br>2000-09-29   | 1999-07-05  |
|       | France  | Canada  | <b>ब्रिक्या</b>  | France   | European Patent Countries: DE ES NL   |
|       | Delivered   | In force  | In torce   | Delivered  | Not yet<br>delivered  |

| BSN   | BSN GLASSPACK   | BSN GLASSPACK  |
|---|---|--|
| Installation for measuring the characteristics of light transmission of material for container (FR: Installation pour determiner les caracteristiques de transmission lumineuse | du matériau constitutif d'un récipient) Process for conformation of glass blank in a mold, device for such implementation and installation for molding.  (FR: Procédé de conformation de l'ébauche en verre dans un moule finisseur, dispositif pour sa mise en oeuvre et installation de moulage en faisant application) | Scketched out stressing bis (FR : Etirement chauché   bis) |
| 2019-09-27  | 2020-04-21  | 2022-10-04   |
| 9912258<br>2798995  | 0005152   | 0212327  |
| 1999-09-27<br>2002-04-12  | 2000-04-21  | 2002-10-04   |
| France  | France  | France   |
| Delivered   | Delivered   | Not yet<br>delivered                                       |

| <u>-</u> |  |  |  |  | 74   |
|----------|--|--|--|--|--|
|          | BSN GLASSPACK  | BSN GLASSPACK  | BSN ĠŁASSPACK  | BSN GLASSPACK  | BSN GLASSPACK  |
|          | Scketched out stressing<br>bis<br>(FR: Etirement ébauché<br>bis) | Scketched out stressing bis<br>(FR: Btirement ébauché bis) | Scketched out stressing bis (FR. Etrement ebanché bis) | Engine for the moving of containers in frost of containers in frost of central stations (FR : Machine de déplacement des recipients devant des postes de contrôle) | Engine for the moving of containers in front of containers in front of control stations  (FR : Machine de déplacement de recipients devant des postes de contrôle) |
|          | 2023-10-02   |  |  |  |  |
|          | 03356143.2   | 2442954  | 10/673166  | 0213360  | 03326158.0   |
|          | 2003-10-02   | 2003-10-02   | 2003-09-30   | 2002-10-25   | 2003-10-20   |
|          | European patent  | Canada   | United States  | France   | Buropean patent  |
|          | Not yet<br>delivered   |  | <i></i>  | Not yet<br>delivered   | Not yet<br>delivered   |
|          |  |  |  |  |  |

TRADEMARK

REEL: 002938 FRAME: 0752

| 27-27-20-7 July 20-7-20-7 | <del>1</del>  |   |
|---------------------------|---|---|
|                           | BSN GLASSPACK   | BSN GLASSPACK   |
|                           | Door for automatic engine (FR Porte pour machine automatisée) | Door for automatic engine (FR : Porte pour machine automatisée) |
|                           |   |   |
|                           | 0213363   | 03356159.8  |
|                           | 2002-10-25  | 2003-10-25  |
|                           | France  | European patent   |
|                           | Not yet<br>delivered  | Not yet<br>delivered  |
|                           |   |   |

## BSN TRADEMARKS

| Renewed on 1996-05-07 | Registered   |                  | Non-final<br>Action –<br>Mailed<br>(2003-08-12) |
|-----------------------|--|------------------|---|
| 2006-04-25            | 2013-02-20   |                  | 2013-02-20                                      |
| 21                    | <b>17</b>  |                  | 12  |
| 1986-04-25            | 2003-02-20   | 2003/02/20       | 2003-02-20                                      |
| 793482<br>1352243     | 799990   | 2003/03122       | 78216989  |
| BSN<br>GLASSPACK      | BSN  | BSN<br>GLASSPACK | BSN   |
| France                | International : Australia; Germany; Spain; Italy; Portugal | South Africa     | United States                                   |
|                       | (Pure device trademark)                                    | trademark)       | trademark)                                      |

| Registered              | Registered   | Registered  | Renewal<br>registered on<br>2001-02-02  | Renewal<br>registered on<br>2001-02-02  | Renewal<br>registered on<br>2001-02-02  | Registered                   |
|-------------------------|--|---|---|---|---|------------------------------|
| 2012-08-20              | 2010-05-10   | 2009-11-10  | 2010-03-15                              | 2010-03-15                              | 2010-03-15                              | 2007-06-13                   |
| 21                      | 22 (1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.   | 21-4<br>2 - 4<br>2 - 4<br>3 - 5<br>3 | 20                                      | 77                                      | 21                                      | 21                           |
| 2002-08-20              | 2000-05-10   | 1999-11-10  | 1990-03-15<br>1994-02-16                | 1990-03-15<br>1994-02-16                | 1990-03-15<br>1994-02-16                | £1-90-4661                   |
| 3180094                 | 733024   | 99823536  | 1556110M0                               | 1556112M7                               | 1556111M9                               | 97682410                     |
| BSN<br>GLASSPACK        | BSN  | BSN<br>GLASSPACK  | BSN<br>GLASSPACK                        | BSN<br>GLASSPACK                        | BSN<br>GLASSPACK                        | BSN                          |
| France                  | International: Austria; Switzerland; Germany; Denmark; Spain; Finland; United Kingdom; Italy; Norway; Poland; Portugal; Sweden; Benelitx | France  | Spain                                   | Spain                                   | Spain                                   | France                       |
| (Pure device trademark) | BSN GLASS<br>PACK<br>(word & design)   | BSN GLASS<br>PACK<br>(word & design)  | BSN VIDRIO<br>ESPANA<br>(word & design) | BSN VIDRIO<br>ESPANA<br>(word & design) | BSN VIDRIO<br>ESPANA<br>(word & design) | CARACTERE<br>(word & design) |

| حسو | <del></del>  |            | <del></del>        | <del></del>          | · .  |                          |                       |                          | · .   |                          |  |            |
|-----|--|------------|--------------------|----------------------|--|--------------------------|-----------------------|--------------------------|---|--------------------------|--|------------|
|     | Renewed on 1996-03-06                                |            | Registered         | Registered           |  | Renewed on<br>2002-10-30 | Renewed on 2002-10-30 | Renewed on<br>1998-01-16 | Registered                                    | Renewed on<br>2000-02-28 | Renewed on<br>2000-06-03                     | Registered |
|     | 2006-05-07   | 2007-12-12 | 2012-08-20         | 2004-10-28           |  | 2012-12-24               | 2012-12-24            | 2008-01-21               | 2008-03-22                                    | 2010-03-08               | 2010-06-03                                   | 2007-06-05 |
|     | 21   | 21;40      | 19;21              | 21                   | 14.5   |                          | 17.                   | . <mark></mark>          | 21  | 21                       | 21   | 21         |
|     | 1986-05-07   | 1997-12-12 | 2002-08-20         | 1994-10-28           |  | 1992-12-24               | 1992-12-24            | 1988-01-21               | 1988-03-22                                    | 1990-03-08               | 1980-06-03                                   | 1997-06-05 |
|     | 1354501  | 97708649   | 02 3180093         | 94542506             |  | 92448274                 | 92448275              | 11654                    | 522433  | 1580042                  | 453289R                                      | 97681122   |
|     | BSN<br>GLASSPACK<br>(our databases<br>indicate VSN)* | BSN        | BSN<br>GLASSPACK   | VERRERIES<br>SOUCHON | NEUVESEL<br>(newly named<br>BSN then BSN<br>GLASSPACK) | BSN<br>GLASSPACK         | BSN<br>GLASSPACK      | BSN<br>GLASSPACK         | BSN<br>GLASSPACK                              | BSN<br>GLASSPACK         | BSN<br>GLASSPACK                             | BSN        |
|     | France   | France     | France             | France               |  | France                   | France                | France                   | International; Benelux, Germany, Spain, Italy | France                   | International:<br>Benelux, Germany,<br>Italy | France     |
|     | FTAVER   | INNOVAL    | LA VIE EN<br>VERRE | LES OPTIMA           |  | LES<br>SOMMELIERES       | SOMMELINES            | MULTISHIELD              | MULTISHIELD                                   | PRESTIVER                | PRESTIVER                                    | REFERENCE  |

| S SOUCHON<br>(word & design) | Spain   | BSN               | 482383M           | 1965-09-07<br>1967-01-12 | 16; 17;<br>18; 20;<br>21; 22<br>(moreover<br>from our<br>databases<br>06; 08;<br>09; 14;<br>25; 36;<br>34) | 2007-01-12 | Kenewał<br>registered on<br>1987-01-30 |
|------------------------------|---|-------------------|-------------------|--------------------------|--|------------|--|
| SHIELD                       | France  | BSN               | 11653             | 1988-01-21               | <b>17</b> /4   | 2008-01-21 | Renewed on<br>1998-01-16               |
| SHIELD                       | International :<br>Germany; Italy;<br>Benefux | BSN               | 522434            | 1988-03-22               | <b>নে</b> ১৫   | 2008-03-22 | Registered                             |
| STARVER                      | France  | BŠN<br>GLASSPACK  | 1354503<br>6695   | 1986-05-07               | 12.  | 2006-05-07 | Renewed on<br>1996-03-06               |
| VERCOOL                      | France  | BSN<br>GLASSPACK  | 6692<br>1354500   | 1986-05-07               | 21   | 2006-05-07 | Renewed on<br>1996-03-06               |
| VERDOME                      | Canada.                                       | BSN<br>GLASSPACK  | 555582<br>332125  | 1986-01-14<br>1987-09-18 | 21   | 2017-09-18 | Renewed on<br>2002-09-18               |
| VERDOME                      | France  | B\$N<br>GLASSPACK | 752579<br>1317498 | 1985-07-19               | 21   | 2005-07-19 | Renewed on<br>1995-06-07               |
|                              |   |                   |                   |                          |  |            |  |

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|---|--|---|
| Registe   | Registe  | Renewed on<br>1996-08-13  |
| 2006-07-19  | 2007-01-13   | 2006-16-14  |
| <b>경</b><br>경기조의  | 21   | 21  |
| 1986-01-15<br>(filing date)<br>1985-07-19<br>(priority<br>date) | 1986-01-17<br>1987-01-13   | 1986-10-14  |
| 1258201   | 578263<br>1424869  | 7576<br>1375144   |
| BSN<br>GLASSPACK  | BSN<br>GLASSPACK   | BSN<br>GLASSPACK<br>(our databases<br>indicate the<br>previous name<br>VSN)   |
| United Kingdom  | United States  | France  |
| VERDOME   | VERDOME  | VERPLUS   |
|   | United Kingdom BSN 1258201 1986-01-15 21  GLASSPACK (filing date) 1985-07-19 (priority date) | United Kingdom         BSN         1258201         1986-01-15         21         2006-07-19           GLASSPACK         (filing date)         (filing date)         2006-07-19           United States         BSN         578263         1986-01-17         21         2007-01-13           GLASSPACK         1424869         1987-01-13         21         2007-01-13 |

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| Registered  |
|---|
| 2013-05-20  |
| 21  |
| 2003-05-20  |
| 804649  |
| BSN<br>GLASSPACK  |
| International :<br>Germany; Spain;<br>Italy; Portugal;<br>Benelux |
| ·VERPLUS  |
|   |

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RECORDED: 09/14/2004