04-07-1998 100679524

BOX ASSIGNMENTS

PATENT

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant:

Robert G. LARKIN et al.

Serial No.:

08/985,116

Group:

Unassigned

Filed:

December 4, 1997

Examiner: Unassigned

For:

A STABLE, FLEXIBLE, EASY OPEN POUCH AND METHOD FOR

MAKING THE POUCH

Date: March 19, 1998

Docket No.: 95-1305P

RECORDING OF ASSIGNMENT

BOX ASSIGNMENTS

Assistant Commissioner for Patents Washington, DC 20231

Sir:

Please record the attached original documents or copy thereof.

Name of Conveying party(ies) (e.g. inventor(s)):

RILEY & GEEHR

Name and address of receiving party(ies) (e.g. assignee): 2.

> The Coca-Cola Company 310 North Avenue Atlanta, Georgia 30313

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PATENT REEL: 9063 FRAME: 0093

Serial No.: 08/985,116

3.	Nature of Conveyance:
	X Assignment
	Security Agreement
	Merger Change of Name
	Change of Name Other
	The cution Date (a.m. Davismunt) March 11, 1000
	Execution Date (e.g., Assignment): March 11, 1998
4.	Application number(s) or patent number(s):
	If this document is being filed together with a new patent application, the execution date(s) of the application (Declaration) is (are)
	A. Patent Application Number(s):
	08/985,116
	B. Patent Number(s):
5.	Name and address of party to whom correspondence concerning document should be mailed:
	Birch, Stewart, Kolasch & Birch, LLP P.O. Box 747 Falls Church, VA 22040-0747 (703) 205-8000
6.	Total number of applications and patents involved: one (1)
7.	X The recording fee in the amount of \$\frac{40.00}{} is enclosed.

Serial No.: 08/985,116

8. ____ Please charge Deposit Account No. 02-2448 in the amount of \$_____. A duplicate copy of this request is enclosed.

If necessary, the Commissioner is hereby authorized in this, concurrent, and future replies, to charge payment or credit any overpayment to Deposit Account No. 02-2448 for any additional fees required under 37 C.F.R. §§ 1.16-1.21(h); particularly, extension of time fees.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Respectfully submitted,

BIRCH, STEWART, KOLASCH & BIRCH, LLP

Date: <u>March 19, 1998</u>

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KM/glh (95-1305P)

TOTAL NUMBER OF PAGES INCLUDING COVER SHEET, ATTACHMENTS, AND DOCUMENT: Seven (7)

Rev. 12/9/97 J:\ASIGNREC.21

ASSIGNMENT

WHEREAS, RILEY & GEEHR a corporation organized and existing under and by virtue of the laws of the state of Illinois, having an office at 2205 Lee Street, Evanston, Illinois 60202, is the owner by previous assignment, dated February 6, 1998, by Thomas E. RILEY, Jr. and dated February 11, 1998 by Mark W. HOLMES the entire undivided right, title and interest of each of the said Thomas E. RILEY, Jr. and Mark W. HOLMES, in and to an invention for new and useful improvements in or relating to A STABLE, FLEXIBLE, EASY OPEN POUCH AND METHOD FOR MAKING THE POUCH for which an application for Letters Patent in the United States was filed on December 4, 1997 and assigned Serial No. 08/985,116 and is the owner of an undivided right, title and interest in and to said application by said previous assignment;

WHEREAS, THE COCA-COLA COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Delaware, having an office at 310 North Avenue, Atlanta, Georgia 30313, is desirous of acquiring the entire right, title and interest in and to the said application and the invention therein described and claimed and any Letters Patent that may be issued upon said application or for the improvements therein contained;

NOW THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) lawful money of the United States and other

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valuable considerations, to me in hand paid, the receipt of and sufficiency whereof are hereby acknowledged, the said RILEY & GEEHR has sold, assigned and transferred and does hereby sell, assign and transfer unto the said THE COCA-COLA COMPANY, its successors and assigns, its entire undivided right, title and interest in and to the said application and the invention therein contained, including the right to apply for any Letters Patent in the United States of America and in all foreign countries on said invention and including the right to claim the priority of the date of filing in the United States and any Letters Patent that may issue thereon, or therefor, in the United States and foreign countries and all reissues, extensions, renewals, divisions and continuations thereof, to the full end of the term or terms for which said Letters Patent may be issued, to be held and enjoyed by the said THE COCA-COLA COMPANY, its successors and assigns the same as it would have been held and enjoyed by RILEY & GEEHR, if this assignment and sale had not been made.

AND, RILEY & GEEHR hereby authorizes and requests the Commissioner of Patents and Trademarks to issue all such Letters Patents to the said THE COCA-COLA COMPANY, in accordance with this instrument of assignment.

RILEY & GEEHR, hereby represents and warrants that there are no rights or interests outstanding inconsistent with the rights and interests granted herein and that RILEY & GEEHR will not

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execute any instrument or grant or transfer any rights or interests inconsistent therewith, and RILEY & GEEHR binds itself and its heirs, executors, administrators, employees and legal representatives, as the case may be, to execute and deliver to the said THE COCA-COLA COMPANY, its successors and assigns, any further documents or instruments and do any and all further acts that may be deemed necessary by the said THE COCA-COLA COMPANY, its successors and assigns to file applications for the said improvements and invention in any country where it may elect to file such applications, and that may be necessary to vest in the said THE COCA-COLA COMPANY, its successors and assigns, the title herein conveyed, or intended so to be, and to enable such title to be recorded in the United States and foreign countries where such application or applications may be filed.

AND, RILEY & GEEHR further covenants and agrees, in consideration of the premises, that it, its executors and administrators will, at any time upon request, communicate to the said THE COCA-COLA COMPANY, its successors and assigns, any facts relating to the said invention and improvements and the history thereof, known to it or its successors and assigns, and that it will testify as to the same in any interference or other proceeding when requested to do so by the said THE COCA-COLA COMPANY, its successors and assigns.

The undersigned hereby grants the law firm of Birch, Stewart,

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PATENT REEL: 9063 FRAME: 0098

Kolasch & Birch, LLP the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the U.S. Patent and Trademark Office for recordation of this document.

RILEY & GEEHR

"OFFICIAL SEAL"
Nia Wan Sacasa
Notary Public, State of Illinois
My Commission Exp. 01/23/2001

By: Thomas E. RILEY, Jr.

Title: President

Muhan Sacksan Notary Public

RECORDED: 03/19/1998