

FORM PTO-1619A
Expires 06/30/99
OMB 0651-0027

04-28-1998

U.S. Department of Commerce
Patent and Trademark Office
PATENT



APR 13 1998

REC-100696891

RECEIPT ACTING DIV.
ET

PATENTS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

☐ New
☐ Resubmission (Non-Recordation)
Document ID#
☐ Correction of PTO Error
Reel # Frame #
☐ Corrective Document
☒ Reel # 8885 Frame # 0006

Conveyance Type

☒ Assignment ☐ Security Agreement
☐ License ☐ Change of Name
☐ Merger ☐ Other
U.S. Government
(For Use ONLY by U.S. Government Agencies)
☐ Departmental File ☐ Secret File

Conveying Party(ies)

☐ Mark if additional names of conveying parties attached
Execution Date
Month Day Year
04 02 98

Name (line 1) Steven D. Davis

Name (line 2)

Second Party

Name (line 1) Alvin L. Taylor

Name (line 2)

Execution Date
Month Day Year
04 02 98

Receiving Party

☐ Mark if additional names of receiving parties attached

Name (line 1) WINPAK LANE, INC.

Name (line 2)

Address (line 1) 998 S. SIERRA WAY

Address (line 2)

Address (line 3) SAN BERNARDINO CALIFORNIA US 92408
City State/Country Zip Code

☐ If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment.)

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

FOR OFFICE USE ONLY

04/27/1998 DCOATES 00000203 29080788

01 FC:581

40.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

PATENT

REEL: 9119 FRAME: 0788

Correspondent Name and Address

Area Code and Telephone Number

714-241-7070

Name

JAMES G. O'NEILL

Address (line 1)

3200 BRISTOL STREET, SUITE 625

Address (line 2)

COSTA MESA, CALIFORNIA 92626-1810

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

2

Application Number(s) or Patent Number(s)

☐

Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Patent Application Number(s)

29/080,788

Patent Number(s)

If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named executing inventor.

Month Day Year

Patent Cooperation Treaty (PCT)

Enter PCT application number
only if a U.S. Application Number
has not been assigned.

PCT

PCT

PCT

PCT

PCT

PCT

Number of Properties

Enter the total number of properties involved.

#

1

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$

40.00

Method of Payment:
Deposit Account

Enclosed ☒

Deposit Account ☐

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes ☐

No ☐

Statement and Signature

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. Charges to deposit account are authorized, as indicated herein.

JAMES G. O'NEILL

Name of Person Signing

James G. O'Neill

Signature

04/07/98

Date

ASSIGNMENT

WHEREAS, We, Steven D. Davis and Alvin L. Taylor, citizens of the USA, are the exclusive owners of the following design patent application:

Serial No. 29/080,788, filed December 16, 1997.


WHEREAS, WINPAK LANE, INC., a Delaware corporation, having a place of business at 998 S. Sierra Way, San Bernardino, California 92408, is desirous of acquiring the entire right, title and interest in, to and under the said patent applications and wishes to make of record this ownership.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) to us in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, we have sold, assigned, transferred and set over unto said WINPAK LANE, INC., its successors, legal representatives and assigns, the entire right, title and interest in, to and under said patent applications and all further divisions, renewals and continuations thereof, and all Letters Patent of the United States, which may be granted thereon and all reissues and extensions thereof, and all priority rights under the International Convention for the Protection of Industrial Property for every country of the Union, and all applications for Letters Patents which may hereafter be filed for said patent applications in any country or countries foreign to the United States, and all Letters Patents which may be granted for said patent applications in any country or countries foreign to the United States and all extensions, renewals and reissues thereof; and we hereby authorize and request the Commissioner of Patents and Trademarks of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents, on applications as aforesaid, to issue all Letters Patents for said improvements to said WINPAK LANE, INC., its successors, legal representatives and assigns, in accordance with the terms of this instrument.


AND WE HEREBY covenant that we have full right to convey the entire interest herein assigned, and that it has not executed, and will not execute, any agreement in conflict herewith.

AND WE HEREBY further covenant and agree that we will communicate to said WINPAK LANE, INC., its successors, legal representatives and assigns, any facts known to them respecting said patent applications, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing and reissue applications, make all rightful oaths and generally do everything possible to aid said WINPAK LANE, INC., its successors, legal representatives and assigns, to obtain and enforce proper patent protection for said patent applications in all countries.


IN TESTIMONY WHEREOF, we hereunto set our hands this
2 day of April, 1998.


Steven D. Davis

I, Betty L. Deutsch, witnessed the above execution of this Assignment on behalf of WINPAK LANE, INC., and hereunto set my hand this 2 day of April, 1998.


Alvin L. Taylor

I, Betty L. Deutsch witnessed the above execution of this Assignment on behalf of WINPAK LANE, INC., and hereunto set my hand this 2 day of April, 1998.


Name: Betty L. Deutschmann

ASSIGNMENT

WHEREAS, We, Steven D. Davis, Alvin L. Taylor and William A. Lane, Jr., citizens of the USA, have invented, certain new and useful improvements in THREE-SIDED POUCHES, MACHINE AND METHOD OF MAKING, for which a design patent application has been executed on NOVEMBER 13, 1997; and

WHEREAS, WINPAK LANE, INC., a Delaware corporation, having a place of business at 998 S. Sierra Way, San Bernardino, California 92408, is the owner of the entire right, title and interest in, to and under the said improvements and said application, and wishes to make of record this ownership.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) to us in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, we, Steven D. Davis, Alvin L. Taylor and William A. Lane, Jr. have sold, assigned, transferred and set over unto said WINPAK LANE, INC., its successors, legal representatives and assigns, the entire right, title and interest in, to and under said improvements and said application and all further divisions, renewals and continuations thereof, and all Letters Patent of the United States, which may be granted thereon and all reissues and extensions thereof, and all priority rights under the International Convention for the Protection of Industrial Property for every country of the Union, and all applications for Letters Patents which may hereafter be filed for said improvements in any country or countries foreign to the United States, and all Letters Patents which may be granted for said improvements in any country or countries foreign to the United States and all extensions, renewals and reissues thereof; and we hereby authorize and request the Commissioner of Patents and Trademarks of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents, on applications as aforesaid, to issue all Letters Patents for said improvements to said WINPAK LANE, INC., its successors, legal representatives and assigns, in accordance with the terms of this instrument.

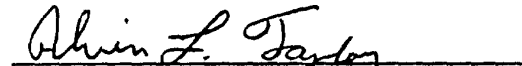
AND WE HEREBY covenant that we have full right to convey the entire interest herein assigned, and that we have not executed, and will not execute, any agreement in conflict herewith.

AND WE HEREBY further covenant and agree that we will communicate to said WINPAK LANE, INC., its successors, legal representatives and assigns, any facts known to us respecting said improvements, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing and reissue applications, make all rightful oaths and generally do everything possible to aid said WINPAK LANE, INC., its successors, legal representatives and assigns, to obtain and enforce proper patent protection for said improvements in all countries.

IN TESTIMONY WHEREOF, we hereunto set our hands this 13 day of NOVEMBER, 1997.


Steven D. Davis

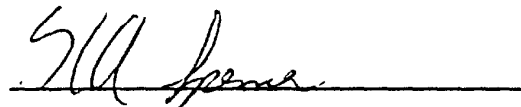
I, KENNETH A. SPENCER, witnessed the above execution of this Assignment on behalf of WINPAK LANE, INC., and hereunto set my hand this 13 day of NOVEMBER, 1997.


Alvin L. Taylor

I, KENNETH A. SPENCER, witnessed the above execution of this Assignment on behalf of WINPAK LANE, INC., and hereunto set my hand this 13 day of NOVEMBER, 1997.


William A. Lane, Jr.

I, KENNETH A. SPENCER, witnessed the above execution of this Assignment on behalf of WINPAK LANE, INC., and hereunto set my hand this 13 day of NOVEMBER, 1997.


Name: KENNETH A. SPENCER