

06-03-1998



To the Honorable Commissioner of Pat.

100726670

ched original documents or copy thereof:

1. Name of conveying party(ies):

James W. Yeager

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

3. Nature of conveyance:

☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other

Execution Date: May 11, 1998

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

Name: Innoflex Incorporated

Street Address: 4354A Old Shell Road, Suite 280

City: Mobile State: AL ZIP: 36608

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

MAY 22 1998

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

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s)

09/071,196

B. Patent No.(s)

Additional numbers attached? Yes ☐ No ☒

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

Name: Rockey, Milnamow & Katz, Ltd.

Address: Two Prudential Plaza - Suite 4700
180 North Stetson Avenue
Chicago, Illinois 60601

6. Total number of applications and patents involved: one (1)

7. Total fee (37 CFR 3.41): \$ 40.00

☒ Enclosed

☐ Authorized to be charged to Deposit Account

☒ The Commissioner is hereby authorized to charge any additional fees which may be required, or credit any overpayment, to Deposit Account No. 04-1644.

8. Deposit Account number:

04-1644

(Attach duplicate copy of this page if paying by deposit account)

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9. 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.

Stephen D. Geimer

Name of Person Signing

Signature

May 19, 1998

Date

Total number of pages including cover sheet, attachments, and document: _____

OMB No. 0651-0011 (exp. 4/94)

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Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the United States Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

Assignment

Serial No. 09/071,196Filed May 1, 1998 *4wy*
May 11, 1998

In Consideration of One Dollar and other good and valuable considerations, the receipt of which is hereby acknowledged, the entire right, title and interest in the invention or improvements of the undersigned in **POUCH WITH PRE-INSERTED STRAW** and in the application for Letters Patent of the United States therefor, executed by the undersigned, and in any reissue or extension of any Letters Patent that may be granted upon said application are hereby assigned by the undersigned to Innoflex Incorporated having offices at 4354A Old Shell Road, Suite 280, Mobile, Alabama, 36608 and the heirs, successors, legal representatives and assigns of Innoflex Incorporated (hereinafter collectively called said Assignee), and the Commissioner of Patents and Trademarks is hereby authorized and requested by the undersigned to issue said Letters Patent to said Assignee.

For said considerations it is hereby agreed by the undersigned, upon the request of said Assignee, to execute any necessary and proper oaths or affidavits relating to said application or required for the filing or prosecution of any divisional or continuing application thereof or for the filing or prosecution of any application for the reissue or extension of any Letters Patent that may be granted on said invention or improvements that said Assignee may deem necessary or expedient, and for the said considerations it is further agreed by the undersigned, upon the request of said Assignee, in the event of said application or any division thereof, or Letters Patent issued thereon, or any reissue or application for the reissue thereof, becoming involved in Interference, to cooperate to the best of the ability of the undersigned with said Assignee in the matters of preparing and executing the preliminary statement and giving and producing evidence in support thereof, and further to perform, upon such request, any and all affirmative acts to obtain said Letters Patent and vest all rights therein hereby conveyed in the said Assignee as fully and entirely as the same would have been held and enjoyed by the undersigned if this assignment and sale had not been made. And for the said considerations the entire right, title and interest in said invention or improvements, including all priority rights, and the right to claim priority rights and the privileges and benefits thereof, including those under the International Convention, and all other Conventions, and the right to file applications for patent in said Assignee's own name for said invention or improvements in each and every country of the world are hereby assigned and granted by the undersigned to said Assignee. It is further agreed by the undersigned, upon the request of said Assignee, to execute any and all documents that shall be required of the undersigned to be executed in connection with any and all applications for foreign Letters Patent therefor, including the prosecution thereof, and to execute any and all documents necessary to invest title in said foreign applications and patents in said Assignee. The undersigned also further agrees, for the said considerations, upon the request of said Assignee, to promptly perform all lawful acts deemed by said Assignee to be necessary or advisable in connection with maintaining, enforcing, or transferring the resulting grants of said Letters Patent in the United States or foreign countries. It is agreed that such lawful acts include, but are not limited to,

PATENT

REEL: 9201 FRAME: 0109

Serial No. 09/071,196

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taking oaths, executing declarations, powers, assignments and other papers and giving testimony. The attorneys of record in such application for patent are hereby authorized and requested by the undersigned to insert in this Assignment the date and serial number thereof in the places provided therefor.

James W Yeager (Seal)
 James W. Yeager

State of Alabama)
) ss.
 County of Mobile)

On May 11, 1998, James W. Yeager appeared before me, a Notary Public in and for the State and County aforesaid, and acknowledged that he freely and voluntarily subscribed and executed the foregoing Assignment for the purposes and uses therein expressed.

(SEAL)

May H Martin
 Notary Public

My Commission Expires: NOVEMBER 2, 1998 *11.2.99*