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FORM PTO-1595

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U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

To the Assistant Commissioner for Patents. Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Gunter G. Fuss

Additional name(s) of conveying party(ies) attached?

[] Yes [x] No

3. Nature of Conveyance:

[x] Assignment [] Merger

[] Security Agreement [] Change of Name

[] Other

Execution Date: August 3, 1998

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

Name: Free-Flow Packaging International, Inc.

Internal Address:

Street Address: 1090 Mills Way

City: Redwood City

State: CA

Zip: 94063

Additional name(s) & address(es) attached?

[] Yes [x] No

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: August 3, 1998

A. Patent Application No.(s)

09/128400

B. Patent No.(s)

Additional numbers attached? [] Yes [x] No

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

Name: Edward S. Wright, Esq.

Internal Address: FLEHR, HOHBACH, TEST,

ALBRITTON & HERBERT

Street Address: SUITE 3400

FOUR EMBARCADERO CENTER

City: SAN FRANCISCO

State: CA

Zip: 94111-4187

6. Total number of applications and patents involved:

1

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

[] Enclosed

[x] Authorized to be charged to deposit account

8. Deposit account number: 06-1300

Please debit any underpayment or credit any overpayment to the above deposit account.

Our Order No. A-57613-1/ESW

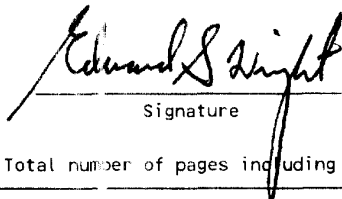
08/11/1998 JSHABAZZ 00000001 061300 09128400
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9. Statement and signature.

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.

Edward S. Wright
Name of Person Signing


Signature

August 3, 1998
Date

Total number of pages including cover sheet, attachments and document: [5]

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Mail documents to be recorded with required cover sheet information to:

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Assignment Branch
North Tower Building, Suite 10C35
Washington, D.C. 20231

Rev. 8/93

ASSIGNMENT

WHEREAS, the undersigned, Gunter G. Fuss, (hereinafter termed "Inventor"), a resident of the city of San Mateo, County of San Mateo, State of California, has invented certain new and useful improvements in **PROTECTIVE PACKING WITH VACUUM FORMED CUSHIONS** and has concurrently herewith executed an application for United States Letters Patent disclosing and identifying the invention; and

WHEREAS, Free-Flow Packaging International, Inc. (hereinafter termed "Assignee"), a corporation of the State of Delaware, having a place of business at 1090 Mills Way, Redwood City, State of California, is desirous of acquiring the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered by said Inventor (all collectively hereinafter termed "said invention"), and in and to any and all patents, inventors' certificates and other forms of protection (hereinafter termed "patents") thereon granted in the United States and foreign countries.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventor to have been received in full from said Assignee:

1. Said Inventor does hereby sell, assign, transfer and convey unto said Assignee, the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply for foreign patents on said invention pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on said invention in the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said applications; and (d) in and to each and every reissue or extensions of any of said patents.

2. Said Inventor hereby covenants and agrees to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right title and interest herein conveyed in the United States and foreign countries. Such cooperation by said Inventor shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation

proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventor in providing such cooperation shall be paid for by said Assignee.

3. The terms, covenants and conditions of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventor, his heirs, legal representatives and assigns.

4. Said Inventor hereby warrants and represents that he has not entered and will not enter into any assignment, contract, or understanding in conflict herewith.


IN WITNESS WHEREOF, said Inventors have executed and delivered this instrument to said Assignee this ____ day of August, 1998.


Gunter G. Fuss

County of San Mateo

State of California

} ss.

On this ³⁰ day of August in the year 1998, before me,  Notary Public of the State of California, personally appeared Gunter G. Fuss, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

WITNESS my hand and official seal.

Signature 