

10-29-1998

U.S. DEPARTMENT OF COMMERCE  
PATENT & TRADEMARK OFFICE

100862843

To the Honorable Commissioner of Patents &amp; Trademarks: Please record attached original documents or copy thereof.

## 1. Name of Conveying party(ies):

Michael R. Mooney

Richard K. Ogg

Raymond A. Pritchett, Jr.

Additional name(s) of conveying party(ies) attached? YES<sup>XX</sup> NO

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

Tropicana Products, Inc.

1001 13th Avenue East

Bradenton, FL 34208

Additional name(s) and address(es) attached YES  
XX NO

## 3. Nature of conveyance:

MRD 10-22-98

☒ Assignment☐ Merger☐ Security Agreement☐ Change of Name☐ Other \_\_\_\_\_Execution Date: October 20, 1998

## CERTIFICATE OF MAILING BY "EXPRESS MAIL"

Express Mailing Label Number EM475741293USDate of Deposit October 22, 1998

I hereby certify that this paper or fee is being deposited with the United States Postal Service "Express Mail Post Office to Addressee" Service under 37 CFR 1.10 on the date indicated above and is addressed to the Commissioner of Patents &amp; Trademarks, Washington, D.C. 20231

Brenda S. Skinner

(Typed or Printed Name of Person Mailing Paper or Fee)

[Signature]  
Signature of Person Mailing Paper or Fee

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

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

A. Patent Application No.(s)

08/961,590

B. Patent No.(s)

Additional numbers attached? YES<sup>XX</sup> NO

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

Raymond M. Mehler

Name: LOCKWOOD, ALEX, FITZGIBBON &amp; CUMMINGS

Address: Three First National Plaza, Suite 1700

City, State, Zip: Chicago, IL 60602

6. Total number of applications and patents involved: 1

## 7. Total Fee (37 C.F.R. 3.41)...\$40.00

☒ Enclosed☐ Authorized to be charged to deposit account

## 8. Deposit Account Number: \_\_\_\_\_

(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.

Raymond M. Mehler

Name of Person Signing

[Signature]  
Signature10-22-98  
Date

Total number of pages including cover Sheet: 3

Our Case No. 876P003

PATENT  
REEL: 9531 FRAME: 0882

## A S S I G N M E N T

Attorney Docket No. 876P003  
Inventors Robert D. Weick  
Michael R. Mooney  
Richard K. Ogg  
Raymond A. Pritchett, Jr.

Serial No. 08/961,590Filing Date Oct. 31, 1997

Date of Execution of Application:

May 5, 1998 and May 13, 1998

In consideration of One Dollar (\$1.00) and other good and valuable considerations in hand paid, the receipt and sufficiency whereof are hereby acknowledged, the undersigned hereby assigns to Tropicana Products, Inc., a corporation of Delaware having its principal office in Bradenton, Florida (hereinafter referred to as "assignee"), its successors and assigns, the entire right, title and interest in the invention or improvements of the undersigned disclosed in an application for Letters Patent of the United States, entitled:

## LOAD BEARING POLYMERIC CONTAINER

and identified as Attorney Docket No. 876P003 in the office of Lockwood, Alex, FitzGibbon & Cummings, Three First National Plaza, Suite 1700, Chicago, Illinois 60602, and in said application and any and all other applications, both United States and foreign, which the undersigned may file, either solely or jointly with others, on said invention or improvements and in any and all Letters Patent of the United States and foreign countries, which may be obtained on any of said applications, and in any reissue or extension of such patents.

The undersigned hereby authorizes and requests the Commissioner of Patents and Trademarks to issue said Letters Patent to said assignee.

The undersigned hereby authorizes and requests the attorneys of record in said application to insert in this assignment the date of execution of said application and the filing date and serial number of said application when officially known.

The undersigned warrant themselves to be the owners of the entire right, title and interest in said invention or improvements and to have the right to make this assignment, and further warrant that there are no outstanding prior assignments, licenses, or other encumbrances on the interest herein assigned.

For said considerations the undersigned hereby agrees, upon the request, and at the expense of said assignee, its successors, legal representatives and assigns, to execute any and all divisional, continuation and renewal or substitute applications for said invention or improvements, and any application for the reissue or extension or any request for the reexamination of any Letters Patent that may be granted upon said application, and any necessary oath or supplemental oath or affidavit or declaration relating thereto, that said assignee, its successors, legal representatives and assigns may deem necessary or expedient; the undersigned further agrees upon the request of said assignee, its successors, legal representatives and assigns, in the event that said application or any continuing application thereof, or Letters Patent issued thereon, or any reissue or application for the reissue thereof, becomes involved in interference, reexamination or litigation in the courts, to cooperate to the best of our ability with said assignee, its successors, legal representatives and assigns in the matters of preparing and executing preliminary statements and other pleadings and documents and giving and producing evidence in support thereof including testimony in either oral or written form; and the undersigned still further agrees to perform upon such request any and all affirmative acts to obtain any said Letters Patent, and vest all rights therein hereby conveyed in the said assignee, its successors, legal representatives and assigns whereby said Letters Patent will be held and enjoyed by the said assignee, its successors, legal representatives and assigns to the end of the term for which said Letters Patent may be granted as fully and entirely as the same would have been held and enjoyed by us if this assignment and sale had not been made; and for said considerations we hereby also assign to said assignee, its successors, legal representatives and assigns the entire right, title and interest in said invention or improvements for any and all foreign countries and the right of priority for patent and utility model applications in all countries arising under any applicable international convention for the protection of industrial property and/or any internal priority legislation of such countries, and we further agree upon the request of said assignee, its successors, legal representatives and assigns to execute any and all documents that shall be required to be executed in connection with any and all applications for foreign Letters Patent therefor, including the prosecution thereof and litigation relative thereto, and to execute any and all documents necessary to invest title in said foreign applications and patents in said assignee.

WITNESS my hand and seal this \_\_\_\_\_, day of \_\_\_\_\_, 1998.

By: \_\_\_\_\_  
Robert D. Weick

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS:

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 1998.

\_\_\_\_\_  
Notary Public

WITNESS my hand and seal this 20th, day of October, 1998.

By: Michael R. Mooney  
Michael R. Mooney

STATE OF Pennsylvania )  
COUNTY OF Montgomery ) SS:

NOTARIAL SEAL  
CATHERINE E. PAHUTSKI, Notary Public  
Montgomery Co., Pa.  
My Commission Expires Sept. 16, 2000

The foregoing instrument was acknowledged before me this 20th day of October, 1998.

Catherine E. Pahutski  
Notary Public

WITNESS my hand and seal this 20th, day of October, 1998.

By: Richard K. Ogg  
Richard K. Ogg

STATE OF Pennsylvania )  
COUNTY OF Montgomery ) SS:

NOTARIAL SEAL  
CATHERINE E. PAHUTSKI, Notary Public  
Montgomery Co., Pa.  
My Commission Expires Sept. 16, 2000

The foregoing instrument was acknowledged before me this 20th day of October, 1998.

Catherine E. Pahutski  
Notary Public  
NOTARIAL SEAL  
CATHERINE E. PAHUTSKI, Notary Public  
Montgomery Co., Pa.  
My Commission Expires Sept. 16, 2000

WITNESS my hand and seal this 20th, day of October, 1998.

By: Raymond A. Pritchett, Jr.  
Raymond A. Pritchett, Jr.

STATE OF Pennsylvania )  
COUNTY OF Montgomery ) SS:

The foregoing instrument was acknowledged before me this 20th day of October, 1998.

Catherine E. Pahutski  
Notary Public