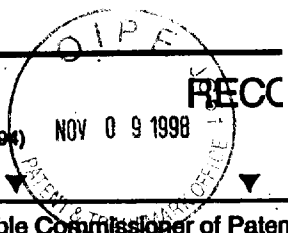


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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Christopher C. Rutter and
Stanley E. Hurd

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

2. Name and address of receiving party(ies)

Name: Packaging Systems, L.L.C.

Internal Address: _____

Street Address: 737 Oakridge Drive

City: Romeoville, State: IL ZIP: 60446

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

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other _____

Execution Date: October 13, 1998 and
October 27, 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)

09/144,719

B. Patent No.(s)

Additional numbers attached? Yes No

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

Name: Gerald P. Parsons, Esq.

Internal Address: Majestic, Parsons,
Siebert & Hsue

Street Address: Four Embarcadero Center,
Suite 1100

City: San Francisco State: CA ZIP: 94111

6. Total number of applications and patents involved: one

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

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

13-1030

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

0000-0400-991-4719 40.00 DP

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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.

Gerald P. Parsons
Name of Person Signing

Gerald P. Parsons
Signature

11/30/98
NOV 9 1998
Date

ASSIGNMENT

WHEREAS, CHRISTOPHER C. RUTTER, a resident of Oakland, California, and STANLEY E. HURD, a resident of Pleasanton, California, hereinafter referred to as "Assignors," have invented certain new and useful improvements as described and set forth in an application for Letters Patent of the United States entitled "FILLING HEAD MECHANISM THAT REMOVES MATERIAL FROM A SPOUT OF A FILLED CONTAINER BEFORE COMPLETELY DISENGAGING FROM THE SPOUT," filed with the U.S. Patent Office on September 1, 1998, under Serial No. 09/144,719;

WHEREAS, Packaging Systems, L.L.C., a Corporation of the State of Illinois, having a place of business at 737 Oakridge Drive, Romeoville, Illinois 60446, hereinafter referred to as "Assignee," desires to acquire the entire right, title and interest in and to said application, said invention, said improvements and all Letters Patent which may be granted thereon in the United States or any foreign country;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged by Assignors,

1. Assignors hereby sell, assign, transfer and convey to Assignee the entire worldwide right, title and interest in and to said application, said invention and said improvements, and in and to any and all Letters Patent on said invention and improvements that may be granted by the United States or any foreign country, including any divisions, substitutions, continuations in whole or in part, conversions, reissues, additions or extensions thereof, said interest to be held and enjoyed by Assignee as fully and exclusively as it would have been held and enjoyed by said Assignors had this Assignment and transfer not been made.

2. Assignors hereby warrant, covenant and represent that they have not heretofore granted any license, right or privilege with respect to said application, invention or improvements, or in any other way encumbered the same, and that they have the full right to make this Assignment.

3. Assignors further agree that at the request and expense of Assignee, but without charge to said Assignee, they will promptly execute all papers necessary or desirable to perfect ownership of said invention, improvements, applications or said Letters Patent, in said

Assignee, and will execute all oaths and other papers, within the truth, that are necessary or desirable for prosecuting said application, for use in interference proceedings involving said invention or improvements, for refiling said applications, for filing of said divisional, substitution, continuation or continuation-in-part applications covering said invention or improvements which are deemed necessary or desirable by Assignee, for reissuance or reexamination of said Letters Patent, or for the filing in foreign countries of applications for Letters Patent covering said invention or improvements.

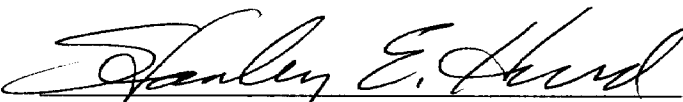
4. The terms, covenants and provisions of this Assignment shall inure to the benefit of Assignee, its successors, assigns and other legal representatives, and shall be binding upon Assignors, their heirs, legal representatives and assigns.

IN TESTIMONY WHEREOF, we have executed and delivered to Assignee this instrument the day(s) mentioned below.

10/13/98
Date


Christopher C. Rutter

10/27/98
Date


Stanley E. Hurd