

02-22-1999



HEET

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

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100969317

To the Honorable Commissioner of Patents and Trademarks, please send the attached original documents or copy thereof.

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

Christopher P. Nemeth  
Ray A. Toms  
Joseph R. HaakeAdditional names(s) of conveying party(ies) ☐ Yes ☒ No

## 3. Nature of conveyance:

- ☒ Assignment ☐ Merger
- ☐ Security Agreement ☐ Change of Name
- ☐ Other \_\_\_\_\_

Execution Date: January 5, 1999

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

Name: Coors Brewing Company

Internal Address: \_\_\_\_\_

Street Address: 12th and East StreetsCity: Golden State: CO ZIP: 80401Additional name(s) & address(es) attached? ☐ Yes ☒ No

## 4. Application number(s) or registration numbers(s):

If this document is being filed together with a new application, the execution date of the application is: 12/30/98

A. Patent Application No.(s)

29/098,479

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Name: William P. O'Meara, Esq.

Internal Address: \_\_\_\_\_

KLAAS, LAW, O'MEARA & MALKIN, P.C.02/18/1999 JSHABAZZ 00000063 2909847901 FC:58140.00 OPStreet Address: 1999 Broadway, Suite 2225City: Denver State: CO ZIP: 80202

## 6. Total number of applications and patents involved:

17. Total fee (37 CFR 3.41):.....\$ 40.00☒ Enclosed - Any excess or insufficiency should be credited or debited to deposit account☐ Authorized to be charged to deposit account

## 8. Deposit account number:

11-1150

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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.*William P. O'Meara, Esq.

Name of Person Signing

Signature

Date

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

3

ASSIGNMENT TO COORS

I/We the undersigned (each) have agreed and hereby agree to assign to COORS BREWING COMPANY, a Colorado corporation having its principal place of business at 12th and East Streets, Golden, Colorado 80401 (hereinafter COORS) in furtherance of our obligations to COORS and in consideration of the sum of One Hundred Fifty Dollars (\$150.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, and does hereby sell, assign and transfer to COORS, its successors and assigns, our entire right title and interest, including the right of priority, in, to and under an application for Letters Patent of the United States entitled: **BOTTLE WITH MOUNTAIN SURFACE ORNAMENTATION**;  
 Inventors: CHRISTOPHER P. NEMETH, RAY A. TOMS, and JOSEPH R. HAAKE;  
 Filing date: 12/30/98; Serial No.: 29/098,479 and the invention(s) and improvement(s) set forth therein, and any and all continuations, divisionals, renewals of and substitutes for said application for Letters Patent, and any and all Letters Patent of the United States and of countries foreign thereto which may be granted thereon or therefor; and any reissues, or reexaminations, or extensions of said Letters Patents.

We additionally authorize COORS, its successors, assigns, nominees or legal representatives to file applications in the name of the named inventor for Letters Patent in any country, to be held and enjoyed by COORS, its successors, assigns, nominees or legal representatives, to the full end of the term or terms for which said Letters Patent respectively may be granted, reissued or extended, as fully and entirely as the same would have been held and enjoyed by us had this assignment, sale and transfer not been made;

AND we hereby covenant that we have full right to convey our entire interest herein assigned, and that we have not executed and will not execute any agreement in conflict herewith, and we further covenant and agree that we will, each time a request is made, and without undue delay, execute and deliver all such papers as may be necessary or desirable to perfect the title to said invention(s) or improvement(s), said application and said Letters Patent, to COORS, its successors, assigns, nominees or legal representatives, and we agree to communicate to COORS, or to its nominee, all known facts respecting said invention(s) or improvement(s), said application and said Letters Patents, to testify in any legal proceedings, to sign all lawful papers, to execute all disclaimers and divisionals, continuations, reissue and foreign applications, to make all rightful oaths and declarations, and generally to do everything possible to aid COORS, its successors, assigns, nominees and legal representatives to obtain and enforce, for its own behalf, proper patent protection for said invention(s) or improvement(s) in any and all countries provided the expenses which may be incurred by us in lending such cooperation and assistance are paid by COORS;

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 to COORS, as assignee of our entire right, title and interest, any and all Letters Patent for said invention(s) or improvement(s), including any and all Letters Patent of the United States which may be issued and granted on or as a result of the application aforesaid, in accordance with the terms of this assignment.

We further authorize and direct COORS attorneys or their nominees to insert the serial number and filing date of said application now identified by the attorney docket number and title set forth above as soon as the same shall have been made known to them by the United States Patent and Trademark Office.

For the consideration set forth above and other good and valuable consideration, the receipt of which is hereby acknowledged, we also hereby assign to COORS all of our rights, title, and interest in and to all works of authorship embodied within said BOTTLE WITH MOUNTAIN SURFACE ORNAMENTATION without restriction and any derivations/modifications thereof including, without limitation, all rights of authorship, including copyright, associated therewith. In accordance with the assignment of rights set forth above, we further agree without requiring payment of additional consideration to execute any subsequent documents necessary to perfect the rights of COORS or its assignees in such works of authorship, including any additional assignments and applications for federal copyright registrations.

IN WITNESS WHEREOF, we hereunto set our hand(s) and sea(s):

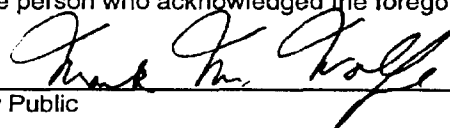
  
 Inventor's Signature (Seal)

Date: 1/5/99

Inventor's Typed Name CHRISTOPHER P. NEMETH

State of Colorado )  
 ) ss.:  
 County of )

Before me this 5<sup>th</sup> day of JANUARY, 1999, personally appeared **Christopher P. Nemeth**, who is personally known or proved to me on the basis of satisfactory evidence to be the person who acknowledged the foregoing instrument of assignment to be his/her free act and deed.

  
 Notary Public

My commission expires:

MY COMMISSION EXPIRES 6/23/2001  
 6952 S. Owens St.  
 Littleton, CO 80127

**PATENT**  
**REEL: 9762 FRAME: 0490**

IN WITNESS WHEREOF, we hereunto set our hand(s) and sea(s)l:

Inventor's Signature (Seal)

Date: 1/13/99

Inventor's Typed Name RAY A. TOMS

State of Colorado )  
County of ) ss.:

Before me this 5<sup>th</sup> day of January, 1999, personally appeared **Ray A. Toms**, who is personally known or proved to me on the basis of satisfactory evidence to be the person who acknowledged the foregoing instrument of assignment to be his/her free act and deed.

Thad L. Wolf  
Notary Public

My commission expires: **MY COMMISSION EXPIRES 6/23/2001**  
6952 S. Owens St.  
Littleton, CO 80127

IN WITNESS WHEREOF, we hereunto set our hand(s) and sea(s)l:

Inventor's Signature (Seal)

Date: 1/6/99

Inventor's Typed Name JOSEPH R. HAAKE

State of Colorado )  
County of ) ss.:

Before me this 6<sup>th</sup> day of January 1999, personally appeared **Joseph R. Haake**, who is personally known or proved to me on the basis of satisfactory evidence to be the person who acknowledged the foregoing instrument of assignment to be his/her free act and deed.

Thad L. Wolf  
Notary Public

My commission expires:

**MY COMMISSION EXPIRES 6/23/2001**  
6952 S. Owens St.  
Littleton, CO 80127