

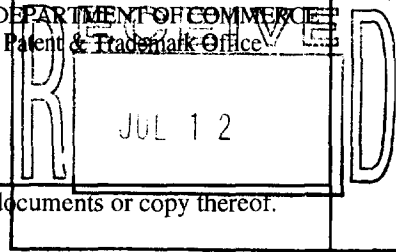
07-14-1999



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COVER SHEET
ONLY

U.S. DEPARTMENT OF COMMERCE
Patent & Trademark Office



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

MRS 7/12/99

1. Name of conveying party(ies):
Alphagary Corporation
Mark Rule, James Ellison Shephard

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

2. Name and address of receiving party(ies):
Name: **The Coca-Cola Company**

Address: **One Coca-Cola Plaza, NW**
Atlanta, Georgia 31313

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: **May 17, 1999; June 22, 1999;**
and June 15, 1999

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

4(a). Patent Application No.(s): **09/309,813**

4(b). Patent No.(s):

If this document is being filed together with a new application, the execution date of the application is:
Additional numbers attached? Yes No

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

Name: **Peter G. Pappas**
Address: **JONES & ASKEW, LLP**
2400 Monarch Tower
3424 Peachtree Road, N.E.
Atlanta, Georgia 30303-1769

6. Total number of applications and patents involved: **1**

7. Total fee (37 CFR 3.41) enclosed: **\$80.00**

DO NOT USE THIS SPACE

8. 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

Peter G. Pappas
Name of Person Signing

Signature

Jul 13 1999
Date

Attorney Docket No: **03628-0350**

Total number of pages including cover sheet: **6**

Mail documents to be recorded with required cover sheet information to:
Assistant Commissioner for Patents
Box Assignment
Washington, DC 20231

00000298 09309813
07/13/1999 MTHA11
01 FC:581

ASSIGNMENT OF PATENT APPLICATION AND INVENTIONS

WHEREAS, **ALPHAGARY CORPORATION**, a corporation of the State of Delaware having a principal place of business at 170 Pioneer Drive, Leominster, Massachusetts 01453 (hereinafter, "ASSIGNOR"), owns certain inventions and improvements disclosed in an application for Letters Patent entitled **PACKAGED POTABLE LIQUID AND PACKAGING FOR POTABLE LIQUID**", filed in the United States Patent Office on May 11, 1999; and

WHEREAS, **THE COCA-COLA COMPANY**, a corporation of the State of Delaware having a principal place of business at One Coca-Cola Plaza, NW, Atlanta, Georgia 31313 (hereinafter, "ASSIGNEE"), is desirous of acquiring an interest in the same;

NOW, THEREFORE, for and in consideration of Five Dollars (\$5.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR by these presents does sell, assign and transfer unto ASSIGNEE its entire right, title, and interest in and to said application, in and to any divisions, continuations, and reissues thereof, and in and to all inventions and improvements disclosed and described in said application, preparatory to obtaining Letters Patent of the United States therefor; and ASSIGNOR hereby requests the Commissioner of Patents and Trademarks to issue any and all Letters Patent of the United States resulting from said application, or from a division, continuation, or reissue thereof, to ASSIGNEE, as the assignee, for its interest and for the sole use and benefit of ASSIGNEE and its assigns and legal representatives.

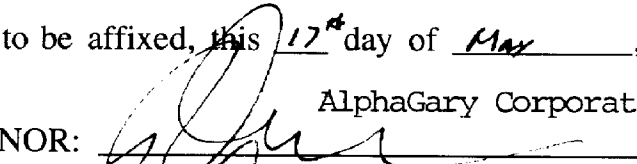
For the same consideration, ASSIGNOR by these presents does sell, assign, and transfer to ASSIGNEE its entire right, title and interest in and to any foreign application or applications corresponding to said application, in whole or in part, in countries other than the United States, in and to any Letters Patent and similar protective rights granted on said foreign applications, and in and to the right to claim any applicable priority rights arising from or required

for said foreign applications under the terms of any applicable conventions, treaties, statutes, or regulations, said foreign applications to be filed and issued in the name of ASSIGNEE, or its designee insofar as permitted by applicable law.

AND, for the same consideration, ASSIGNOR agrees to sign all lawful papers, execute all divisional, continuing, reissue and other applications, make all assignments and rightful oaths, and generally do everything possible to aid ASSIGNEE, its successors, assigns, and nominees, to obtain and enforce proper protection for all said inventions and improvements in all countries throughout the world.


ASSIGNOR further agrees that all necessary records of ASSIGNOR to establish priority of invention in any interference or similar proceeding will be made available at no additional charge to ASSIGNEE, in the event such records are needed in connection with any of the assigned Letters Patent or applications for Letters Patent.

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be executed by its duly authorized officers and its seal to be affixed, this 17th day of May, 1999.

ASSIGNOR:  _____
AlphaGary Corporation

[Corporate Seal]

AlphaGary Corporation
Corporate Headquarters
170 Pioneer Drive
Leominster, MA 01453 USA

By:  _____
Name: Robert N. Gingue
Position: Managing Director
Date: May 17, 1999

CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF Massachusetts

COUNTY OF Worcester

Before me, the undersigned attesting officer duly authorized to administer oaths, a Notary Public in and for the county aforesaid, on this 17th day of May, 1999, personally appeared Robert N. Gingue, to me known personally, and who, being by me duly sworn, deposes and says that he/she is the Managing Director of AlphaGary Corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said Robert N. Gingue acknowledged said instrument to be the free act and deed of said corporation.


NOTARY PUBLIC

(SEAL)

My Commission Expires:

DENISE S. O'CONNELL
Notary Public
My Commission Expires Feb. 5, 2004

J&A Docket: 03628-0350

ASSIGNMENT

WHEREAS, Mark Rule, a citizen of the United States of America, residing at 2003 Royal Court, Atlanta, Georgia 30341, and James Ellison Shepherd, a citizen of the United States of America, residing at 829 Adair Avenue, N.E., Atlanta, Georgia 30306, have invented certain inventions and improvements disclosed in an application for Letters Patent entitled "**PACKAGED POTABLE LIQUID AND PACKAGING FOR POTABLE LIQUID**", filed in the United States Patent Office on May 11, 1999; and

WHEREAS, **THE COCA-COLA COMPANY**, a corporation of the State of Delaware having a principal place of business at One Coca-Cola Plaza, NW, Atlanta, Georgia 31313, is desirous of acquiring an interest in the same;

NOW, THEREFORE, for and in consideration of Five Dollars (\$5.00) and other good and valuable consideration, the receipt and sufficiency of which we hereby acknowledge, we, Mark Rule and James Ellison Shepherd, by these presents do sell, assign and transfer unto **THE COCA-COLA COMPANY**, our entire right, title, and interest in and to said application, in and to any divisions, continuations, and reissues thereof, and in and to all inventions and improvements disclosed and described in said application, preparatory to obtaining Letters Patent of the United States therefor; and we hereby request the Commissioner of Patents and Trademarks to issue any and all Letters Patent of the United States resulting from said application, or from a division, continuation, or reissue thereof, to **THE COCA-COLA COMPANY**, as the assignee, for its interest and for the sole use and benefit of **THE COCA-COLA COMPANY** and its assigns and legal representatives;

For the same consideration, we, by these presents do sell, assign, and transfer to **THE COCA-COLA COMPANY**, our entire right, title and interest in and to any foreign application or applications corresponding to said application, in whole or in part, in countries other than the United States, in and to any Letters Patent and similar protective rights granted on said

foreign applications, and in and to the right to claim any applicable priority rights arising from or required for said foreign applications under the terms of any applicable conventions, treaties, statutes, or regulations; said foreign applications to be filed and issued in the name of **THE COCA-COLA COMPANY**, or its designee insofar as permitted by applicable law;

AND, for the same consideration, we agree to sign all lawful papers, execute all division, continuing, reissue and other applications, make all assignments and rightful oaths, and generally do everything possible to aid **THE COCA-COLA COMPANY**, its successors, assigns, and nominees, to obtain and enforce proper protection for all said inventions and improvements in all countries throughout the world.

Witness
Date: _____

Mark Rule

Mark Rule
Date: June 22, 1999

Witness
Date: _____

James Ellison Shepherd

James Ellison Shepherd
Date: 15 Jun 99

J&A Docket: 03628-0350