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10-27-1999

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

1. Name of conveying party(ies):
Laszlo G. Sandor, Daniel Luch, Richard E. Repp

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

3. Nature of Conveyance:

X Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other _____

Execution Date: September 27, September 23,
September 29, 1999

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

Name: Portola Packaging, Inc.

Internal Address: _____

Street Address: 890 Faulstich Court

City: San Jose

State: CA Zip: 95112

Additional name(s) & address(es) attached? ☐ Yes ☒ 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: _____

A. Patent Application S.N.(s) 09/365,432

B. Patent No.(s) _____

Additional numbers attached? ☐ Yes ☒ No

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

Julian Caplan, Esq.
FLEHR HOHBACH TEST ALBRITTON & HERBERT LLP
Four Embarcadero Center, Suite 3400
San Francisco, California 94111-4187

6. Total number of applications and patents involved:

1

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

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☒ Authorized to be charged to deposit account

8. Deposit account number: 06-1300

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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.

Julian Caplan
Name of Person Signing

Signature

October 19, 1999
Date

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10/25/1999 CVORACH 00000110 061300 09365432

01 FC:581 40.00 CH

PATENT
REEL: 010328 FRAME: 0183

ASSIGNMENT

WHEREAS, the undersigned,

(1)	LASZLO G. SANDOR	(2)	DANIEL LUCH
(3)	RICHARD E. REPP		

(hereinafter termed "Inventors"), residents of

(1)	FREMONT, CA	(2)	MORGAN HILL, CA
(3)	SAN JOSE, CA		

respectively, Counties of

(1)	Alameda	(2)	Santa Clara
(3)	Santa Clara		

respectively, States of

(1)	California	(2)	California
(3)	California		

respectively, have invented certain new and useful improvements in

**CONTAINER NECK FINISH AND METHOD AND APPARATUS FOR FORMING SAME AND CAP
FOR USE THEREON**

and having filed for a U.S. patent under application Serial No. 09/365,432, filing date of August 2, 1999; and

WHEREAS, Portola Packaging, Inc., a corporation of the State of California, having a place of business at 890 Faulstich Court, San Jose, California, 95112, (hereinafter termed "Assignee"), 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 jointly or severally by said Inventors (all collectively hereinafter termed "said invention"), and in and to any and all patents, inventor's 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 Inventors to have been received in full from said Assignee:

1. Said Inventors do 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 Inventors hereby jointly and severally covenant and agree 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 Inventors 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

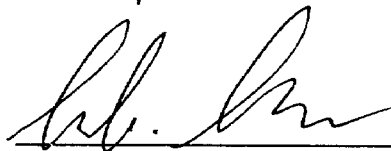
or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting 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 Inventors in providing such cooperation shall be paid for by said Assignee.

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

4. Said Inventors hereby jointly and severally warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, the said Inventors have executed and delivered this instrument to said Assignee this

(1) 27 day of Sept., 1999, (2) 23rd day of September, 1999,
(3) 29th day of SEPTEMBER, 1999, respectively.



(1) LASZLO G. SANDOR



(2) DANIEL LUCH



(3) RICHARD E. REPP