U.S. DEPARTMENT OF COMMERCE FORM PTO-1595 03-13-2000 1-31-92 :T Patent and Trademark Office To The Honorable Commissioner of Pa the attached original documents or copy 101288342 thereof. 1. Name of conveying party(ies): 2. Name and address of receiving party(ies): Name: Zeller Plastik GmbH Sigurd Schwanenberg Additional name(s) of conveying party(ies) attached? () YES (X) NO Street Address: Barlstraße 46 DE-56856 3. Nature of Conveyance: City: Zell/Mosel (X) Assignment () Merger () Security Agreement () Change of Name Country: GERMANY () Other: Execution Date(s): December 17, 1999 Additional name(s) & address attached? ()YES (X)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 No.(s) B. Patent No.(s) 09/269677 09/269,677 Additional numbers attached? () YES (X) NO 5. Name and address of party to whom correspondence 6. Total number of applications and patents involved: 1 concerning documents should be mailed: Name: Harold H. Fullmer Internal Address: WOODCOCK WASHBURN KURTZ 7. Total fee (37 CFR 3.41):.....\$40.00 MACKIEWICZ & NORRIS LLP (X) Enclosed One Liberty Place - 46th Floor () Authorized to be charged to Deposit Account Number 23-3050 Philadelphia, Pennsylvania 19103-7301 Street Address: WOODCOCK WASHBURN KURTZ MACKIEWICZ & NORRIS LLP 8. Please charge any deficiency or credit any One Liberty Place - 46th Floor overpayment to Deposit Account Number 23-3050 1650 Market Street Philadelphia, Pennsylvania 19103-7301 DO NOT USE THIS SPACE 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 Harold H. Fullmer/42,560 February 10, 2000

copy of the original document.

Name of Person Signing/Reg. No.

CCZP-0072

FC:581

Total number of pages including cover sheet, attachments, and document: 3

Mail documents to be recorded with required cover sheet information to:

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Commissioner of Patents and Trademarks

**Box Assignments** Washington, D.C. 20231

> **PATENT** REEL: 010593 FRAME: 0904

(Pending Application; Serial No. Known)

**DOCKET NO.: CCZP-0072** 

## ASSIGNMENT

WHEREAS, I **Sigurd Schwanenberg**, herein after referred to as the assignor, residing at **Wesenlin Straße 41**, **CH-6006 Luzern**, **Switzerland**, am the inventor of certain inventions or improvements for which I have made application for Letters Patent of the United States, identified as International Serial No. PCT/EP97/05373, filed September 30, 1997, now U.S. Serial No. 09/269,677, entitled **CLOSURE MEMBRANE**; and

WHEREAS, Zeller Plastik GmbH, hereinafter referred to as the assignee, of Barlstraße 46, DE-56856 Zell/Mosel, a corporation of Germany is desirous of acquiring the entire right, title and interest in and to the said inventions or improvements and in and to the said application, and in, to and under any and all Letters Patent which may be granted on or as a result thereof in any and all countries:

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) to me in hand paid by said assignee, and other good and valuable consideration, the receipt of which is hereby acknowledged, I, the said assignor, have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, to said assignee, the entire right, title and interest in and to said inventions or improvements and said application and any and all continuations, divisions and renewals of and substitutes for said application, and in, to and under any and all Letters Patent which may be granted on or as a result thereof in the United States and any and all other countries, and any re-issue or re-issues or extension or extensions of said Letters Patent, and assign to and authorize said assignee to file in my name applications for Letters Patent in all countries, the same to be held and enjoyed by said assignee, 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 me had this assignment, sale and transfer not been made.

AND I hereby covenant that I have full right to convey the entire interest herein assigned, and that I have not executed and will not execute any agreement in conflict herewith, and I further covenant and agree that I will each time 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 inventions or improvements, said application and said Letters Patent to said assignee, its successors, assigns, nominees or legal representatives, and I agree to communicate to said assignee, or to its nominee all known facts respecting said inventions or improvements, said application and said Letters Patent, to testify in any legal proceedings, to sign all lawful papers, to execute all disclaimers and divisional, continuing, reissue and foreign applications, to make all rightful oaths, and generally to do everything possible to aid said assignee, its successors, assigns, nominees and legal representatives to obtain and enforce for its or their own benefit

PATENT REEL: 010593 FRAME: 0905 proper patent protection for said inventions or improvements in any and all countries.

AND I 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 of applications as aforesaid, to issue to said assignee, as assignee of the entire right, title and interest, any and all Letters Patent for said inventions or improvements, 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.

IN WITNESS WHEREOF, I have hereunto set my hand and seal.

Date: 17.12.1999 Sigurd Schwanenberg

**RECORDED: 02/10/2000** 

**PATENT** REEL: 010593 FRAME: 0906