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09-12-2000



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RECORDATION

PATENTS ONLY

101453956

TO THE HONORABLE COMMISSIONER OF PATENTS AND TRADEMARKS  
Washington, D.C. 20231

Please record the attached original documents or copies thereof.

1. Name of conveying party(ies):

**AMERICAN NATIONAL CAN COMPANY**

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

**PECHINEY PLASTIC PACKAGING, INC.  
8770 WEST BRYN MAWR AVENUE  
CHICAGO, ILLINOIS 60631  
USA**

3. Nature of conveyance:

XXXXX

Assignment

Merger

Security Agreement

Change of Name

Other:

Execution Dates: **August 4, 2000**

4. If this document is being filed together with a new application, the execution date of the application is:

A. Application No.  
09/295,825

B. Application Date  
April 21, 1999

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

Paul Audet, Esq.  
Ohlandt, Greeley, Ruggiero & Perle, L.L.P.  
One Landmark Square, 9th Floor  
Stamford, Connecticut 06901-2682 U.S.A.

6. Total No. of applications and patents involved: 1.

7. Total Fee (37 C.F.R. 3.41(h)) \$40.00/assignment.

XXXXX

Enclosed

Authorized to be charged to deposit account.

The Commissioner is hereby authorized to charge any additional fees under 37 C.F.R. 3.41 that may be required with this communication or credit any overpayment, to Deposit Account No. 01-0467. A duplicate copy of this Form is enclosed.

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.

09/12/2000 MTHAI1 00000147 09295825

01 FC:581 Paul Audet 40.00 DP

Name of Person Signing  
Total number of pages including cover sheet, attachments and document: 4.

*Paul R. Audet*

Signature

8/11/00  
Date

**PATENT**  
**REEL: 011047 FRAME: 0780**

**ASSIGNMENT**

FOR ONE DOLLAR (\$1.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **AMERICAN NATIONAL CAN COMPANY**, a Delaware Corporation having a principal office at 8770 West Bryn Mawr Avenue, Chicago, Illinois 60631, (hereafter "Assignor"), having been assigned, by way of an Assignment attached hereto as Exhibit A, the entire right, title and interest of co-inventor **JOSEPH LEBOEUF**, a citizen of France and a resident of 25 Avenue du Chateau, Bourg-La Reine, France 92340, in certain new and useful improvements in

**DUAL DISPENSE CONTAINER HAVING CLOVERLEAF ORIFICE,**

hereby assigns to **PECHINEY PLASTIC PACKAGING, INC.**, a Delaware corporation having a principal office at 8770 West Bryn Mawr Avenue, Chicago, Illinois 60631 (hereinafter referred to as "Assignee"), the entire right, title and interest in and to such invention, together with the patent rights and rights of protection to the same throughout the world, including any patent rights which may result from the application for United States Letters Patent which was filed in the United States Patent and Trademark Office on **April 21, 2000**, and assigned U.S. Application Serial No. **09/295,825**, and any continuation, divisions, continuation-in-part applications, inventor's certificates and extensions thereof, preparatory to obtaining Letters Patent of the United States therefor; said invention, application and Letters Patent to be held and enjoyed by said Assignee for its own use and behoof and for the use and behoof of its successors and assigns, to the full end of the term for which said Letters Patent or other rights of protection may be granted as entirely as the same would have been held and enjoyed by Assignor had the assignment not been made.

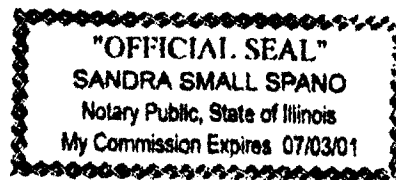
AND ASSIGNOR COVENANTS and AGREES and WARRANTS that it has full and unencumbered title to the invention hereby assigned, and Assignor further covenants and agrees that it has the right to grant such rights to said invention and

application and Letters Patent and that Assignor will, at any time upon request without cost to us or further compensation, execute and deliver any and all papers or instruments that, in the opinion of said Assignee, may be necessary or desirable to secure in said Assignee the full enjoyment of the rights and properties herein conveyed or intended to be conveyed by this instrument.

IN WITNESS WHEREFORE, this Assignment has been executed by the duly authorized representative of Assignor whose signature appears below:

Date: August 4, 2000, 2000 R. A. Kalisher  
 By: AMERICAN NATIONAL CAN COMPANY  
 Title: Vice President, Legal Affairs

STATE OF Illinois )  
 ) SS  
 COUNTY OF Cook )



Sworn to before me this 4<sup>th</sup> day of August, 2000.

Sandra Small Spano  
 Notary Public

**ASSIGNMENT**

FOR ONE DOLLAR (\$1.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, we, **DOUGLAS J. JACKSON**, a citizen of the United States of America, and a resident of 132 Chestnut Drive, Wayne, New Jersey 07470; **JOSEPH LEBOEUF**, a citizen of France and a resident of 25 Avenue du Chateau, Bourg-La Reine, France 92340, and **JUSTIN E. McDONOUGH**, a citizen of the United States of America and a resident of 12 Ballentine Street, Kenvil, New Jersey 07847, having co-invented certain new and useful improvements in

**DUAL DISPENSE CONTAINER HAVING CLOVERLEAF ORIFICE**

hereby assign unto **AMERICAN NATIONAL CAN COMPANY**, a Delaware corporation having its principal office at 101 Merritt Seven, Norwalk, Connecticut 06856-5121 (hereinafter referred to as "Assignee"), the entire right, title and interest in and to such invention, together with the patent rights and rights of protection to the same throughout the world, including any patent rights which may result from the application for United States Letters Patent which was filed in the United States Patent and Trademark Office on April 21, 1999 and assigned Application Serial No. 09/295,825, and any continuations, divisions, continuation-in-part applications, inventor's certificates and extensions thereof, preparatory to obtaining Letters Patent of the United States therefor; said invention, application and Letters Patent to be held and enjoyed by said Assignee its own use and behoof and for the use and behoof of its successors and assigns, to the full end of the term for which said Letters Patent or other rights of protection may be granted as entirely as the same would have been held and enjoyed by us had the assignment not been made.

AND WE COVENANT and AGREE and WARRANT that we have the full and unencumbered title to the invention hereby assigned, and we further covenant and agree that we have the right to grant such rights to said invention and application and

Letters Patent and that we will, at any time upon request without cost to us or further compensation, execute and deliver any and all papers or instruments that, in the opinion of the Assignee, may be necessary or desirable to secure said Assignee the full enjoyment of the rights and properties herein conveyed or intended to be conveyed by this instrument.

IN WITNESS WHEREFORE, we have hereunto set our hands and seal:

Date: JUNE 8, 1999

Douglas J. Jackson  
By: Douglas J. Jackson

STATE OF New Jersey )  
COUNTY OF WARREN ) SS

RUSSELL W. GLADD, III  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires Jan. 30, 2000

Sworn to before me this 8<sup>th</sup> day of June, 1999.

Russell W. Gladd, III  
Notary Public

Date: July 27<sup>th</sup>, 1999

Joseph Leboeuf  
By: Joseph Leboeuf

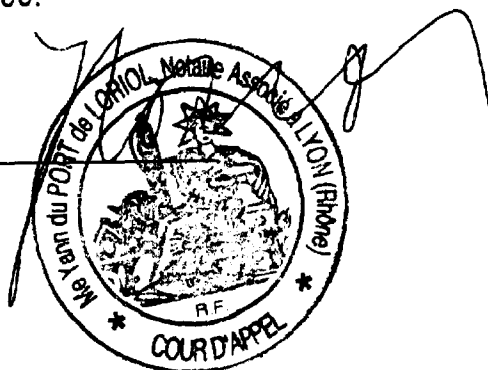
STATE OF )  
COUNTY OF ) SS

Sworn to before me this 1<sup>st</sup> day of September, 1999.

Le soussigné, Notaire associé à LYON 2ème (Rhône)  
Rue Président Edouard Herriot, certifie véritable les signatures et paraphes  
posés sur le présent document par: M. LE BOEUF.

Notary Public

2 of 3



Date: 5/13, 1999

By: Justin E. McDonough

STATE OF NJ )  
COUNTY OF Somerset ) SS

Sworn to before me this 13<sup>th</sup> day of May, 1999.

Cheryl Gaugler  
Notary Public

CHERYL GAUGLER  
NOTARY PUBLIC OF NEW JERSEY  
MY COMMISSION EXPIRES AUG. 3, 2000