

02-02-2001

FORM PTO-1595  
1-31-92

RECOF

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EET

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

PATENTS ONLY

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

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

Gregory W. Gale

Additional name(s) of conveying party(ies) attached?

☐ Yes ☒ No

## 3. Nature of Conveyance:

☒ Assignment☐ Security Agreement☐ Other☐ Merger☐ Change of Name

Execution Date: 08/31/00; 10/4/00

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

Name: Regale, Inc.

Internal Address:

Street Address: 2545 Napa Valley Corporate Drive

City: Napa

State: California

Zip: 95448

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 No.(s)

09/385,912; 09/385,913 and 09/385,914

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Name: Harold C. Hohbach

Internal Address: FLEHR HOHBACH TEST  
ALBRITTON & HERBERT LLP

Street Address: SUITE 3400

4 EMBARCADERO CENTER

City: SAN FRANCISCO

State: CA

Zip: 94111-4187

## 6. Total number of applications and patents involved: [3]

7. Total fee (37 CFR 3.41):.....\$ 120.00

☒ Enclosed☐ Authorized to be charged to deposit account

## 8. Deposit account number: 06-1300

Please debit any underpayment or credit any overpayment to the above deposit account.

Our Order No. G-65738/HCH

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 copy of the original document.

R. Michael Ananian, Reg. No. 35,050

Name of Person Signing

Signature

January 24, 2001

Date

Total number of pages including cover sheet, attachments and document: [11]

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

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

Honorable Commissioner of Patents and Trademarks, Box Assignments  
Washington, DC 20231

Rev. 8/93

File No. G-65738/HCH

1019435

02/01/2001 GTOW11 00000179 09385912

01 FC:581

120.00 00

PATENT  
REEL: 011472 FRAME: 0712

ASSIGNMENT

(NOT ACCOMPANYING APPLICATION)

WHEREAS, the undersigned,

(1) Gregory W. Gale, (2) \_\_\_\_\_,

(3) \_\_\_\_\_, (4) \_\_\_\_\_,

(hereinafter termed "Inventors"), residents of

(1) Napa, California, (2) \_\_\_\_\_,

(3) \_\_\_\_\_, (4) \_\_\_\_\_,

respectively, Counties of

(1) Napa, (2) \_\_\_\_\_,

(3) \_\_\_\_\_, (4) \_\_\_\_\_,

respectively, States of

(1) California, (2) \_\_\_\_\_,

(3) \_\_\_\_\_, (4) \_\_\_\_\_,

respectively, has invented certain new and useful improvements in

**PACKAGING FOR BOTTLES AND BOTTLE NECK SHROUD FOR USE THEREWITH**

and has executed an application for a United States patent disclosing and identifying the invention and having Serial No. 09/385,912 and filing date of August 30, 1999; and

WHEREAS, REGALE, INC. a corporation of the State of California having a place of business at 2545 Napa Valley Corporate Drive, Napa, State of California 94558, (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 Inventor does 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 Inventor hereby agrees 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 Inventor hereby warrants and represents that he has not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, the said Inventor has executed and delivered this instrument to said Assignee this

(2) 31 day of AUGUST, 2000

(1)

Gregory W. Gale  
(Inventor)

County of Napa

State of California

,)

) ss.

.)

On this 31<sup>st</sup> day of August, in the year 2000, before me, Patricia Sullivan, Notary Public of the State of California, personally appeared (1) Gregory W. Gale, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged that he she executed the same in his her authorized capacity (~~ies~~), and that by his her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature

Patricia Sullivan

(Seal)



1015840

ASSIGNMENT

(NOT ACCOMPANYING APPLICATION)

WHEREAS, the undersigned,

(1) Gregory W. Gale, (2) \_\_\_\_\_,

(3) \_\_\_\_\_, (4) \_\_\_\_\_,

(hereinafter termed "Inventor"), resident of

(1) Napa, California, (2) \_\_\_\_\_,

(3) \_\_\_\_\_, (4) \_\_\_\_\_,

respectively, Counties of

(1) Napa, (2) \_\_\_\_\_,

(3) \_\_\_\_\_, (4) \_\_\_\_\_,

respectively, States of

(1) California, (2) \_\_\_\_\_,

(3) \_\_\_\_\_, (4) \_\_\_\_\_,

respectively, has invented certain new and useful improvements in

**BEVERAGE CONTAINER AND ENCLOSURE THEREFOR WHICH CAN SERVE AS A COASTER**

and has executed an application for a United States patent disclosing and identifying the invention and having Serial No. 09/385,913 and filing date of August 30, 1999; and

WHEREAS, REGALE, INC. a corporation of the State of California having a place of business at 2545 Napa Valley Corporate Drive, Napa, State of California 94558, (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.

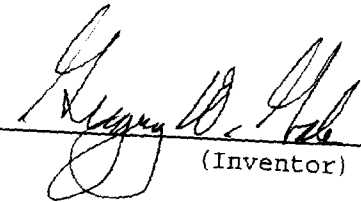
2. Said Inventors hereby jointly and severally covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right title and interest herein conveyed in the United States and foreign countries. Such cooperation by said Inventors shall include prompt production 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 Inventor has executed and delivered this instrument to said Assignee this

(1) 31 day of AUGUST, 2000


(1)   
(Inventor)

County of Napa  
State of California

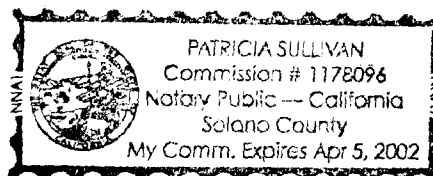
, )  
) ss.  
, )

On this 31<sup>st</sup> day of August, in the year 2000, before me, Patricia Sullivan, Notary Public of the State of California, personally appeared (1) Gregory W. Gale, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same in his/her authorized capacity (Yes), and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature 

(Seal)



ASSIGNMENT

(NOT ACCOMPANYING APPLICATION)

WHEREAS, the undersigned,

(1) Gregory W. Gale, (2) Jeffrey J. Haugen,  
(3) \_\_\_\_\_, (4) \_\_\_\_\_,

(hereinafter termed "Inventors"), residents of

(1) Napa, California, (2) Santa Rosa, California,  
(3) \_\_\_\_\_, (4) \_\_\_\_\_,

respectively, Counties of

(1) Napa, (2) Sonoma,  
(3) \_\_\_\_\_, (4) \_\_\_\_\_,

respectively, States of

(1) California, (2) California,  
(3) \_\_\_\_\_, (4) \_\_\_\_\_,

respectively, have invented certain new and useful improvements in

**MOLD WITH INTEGRAL SCREEN AND METHOD FOR MAKING MOLD**

**AND APPARATUS AND MTEHOD FOR USING THE MOLD**

and have executed an application for a United States patent disclosing and identifying the invention and having Serial No. 09/385,914 and filing date of August 30, 1999; and

WHEREAS, REGALE, INC. a corporation of the State of California having a place of business at 2545 Napa Valley Corporate Drive, Napa, State of California 94558, (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.

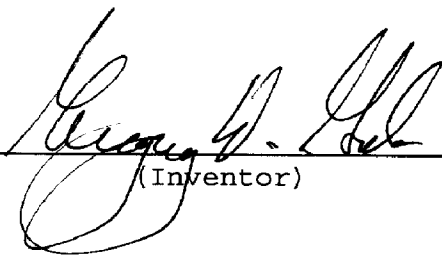
2. Said Inventors hereby jointly and severally covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right title and interest herein conveyed in the United States and foreign countries. Such cooperation by said Inventors shall include prompt production 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) 31 day of AUGUST, 2002, (2) \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, respectively.

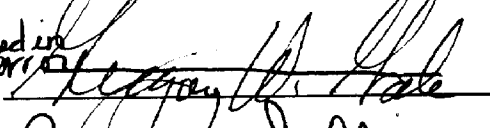
(1)   
(Inventor)

County of Napa  
State of California

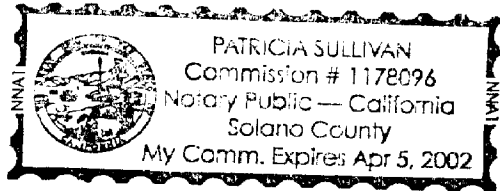
, )  
) ss.  
, )

On this 31<sup>st</sup> day of August, in the year 2000, before me, Patricia Sullivan, Notary Public of the State of California, personally appeared (1) Gregory W. Gale, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same in his/her authorized capacity(~~ies~~), and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signed in  
Signature   
Patricia Sullivan

(Seal)



(2)

(Inventor)

County of

,)

) ss.

State of

.)

On this 4 day of October, in the year 2000, before me,  
Stacy L. Dunton, Notary Public of the State of California  
personally appeared (2) Jeffrey J. Haugen, personally known to me  
(or proved to me on the basis of satisfactory evidence) to be the person whose  
name is subscribed to the within instrument, and acknowledged that he/she  
executed the same in his/her authorized capacity(ies), and that by his/her  
signature on the instrument the person, or the entity upon behalf of which the  
person acted, executed the instrument.

WITNESS my hand and official seal.

Signature Stacy L. Dunton

(Seal)

1015773

