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Third Party	Execution Date						
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Name (line1)	Portola Packaging	, Inc.					
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**PATENT REEL: 011690 FRAME: 0375** 

PATENT A-69120/RBC/VEJ

## **ASSIGNMENT**

WHEREAS, the undersigned,

(1) Matthew Stephen McCollum (2) Patrick E. Taylor

(3) Shawn R. LaRock

(hereinafter termed "Inventors"), residents of

(1) Jackson, Michigan (2) Jackson, Michigan

(3) Manchester, Michigan

respectively, Counties of

(3) Washtenaw

Jackson

**(1)** 

respectively, States of

- (1) Michigan (2) Michigan
- (3) Michigan

respectively, have invented certain new and useful improvements in

## MULTIPLE LABEL LIQUID CONTAINER

(2)

Jackson

and having filed for a U.S. Patent Application No. 09/706,302, filing date of November 3, 2000; and

WHEREAS, Portola Packaging, Inc., a corporation of the State of Delaware, having a place of business at 890 Faulstich Court, San Jose, CA 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

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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) 12th day of March, 2001, (2) 12th day of March, 2001, and (3) 12th day of March, 2001, respectively.

(1)

Matthew Stephen McCollum

Watthew Step

A-69120/RBC/VEJ **PATENT** 

(2)

Patrick E.

(3)

Shawn R. LaRock

STATE OF CALIFORNIA MICHIGAN

) ss:

COUNTY OF JACKSON

On this 12th day of March, 2001 before me SANDRA AURED Notary Public of the State of MICHIGAN, personally appeared MATTERNACCOLLUM, PATRICK TAYLOR, and Shawn La Peck, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument. WITNESS my hand and official seal.

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