

FORM PTO-1595 (Modified)
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08-31-2001

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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office



Tab settings

To the Honorable Commissioner of Patents

101830056

attached original documents or copy thereof.

1. Name of conveying party(ies):

Chris A. Dewig
William T. Nally

08/20/01

Additional names(s) of conveying party(ies) Yes No

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

Name: Berry Plastics Corporation

Internal Address:

11040 U.S. PTO
09/933367
08/20/01

Street Address: 101 Oakley Street

City: Evansville State: IN ZIP: 47706

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other

Execution Date: August 16, 2001

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration numbers(s):

09/933367

If this document is being filed together with a new application, the execution date of the application is: August 16, 2001

A. Patent Application No.(s)

B. Patent No.(s)

Additional numbers attached? Yes No

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

Name: Richard A. Rezek

Internal Address: Barnes & Thornburg

08/23/2001 ABOONE1 00000007 09933367

03 FC:581 40.00 OF

Street Address: 11 South Meridian Street

City: Indianapolis State: IN ZIP: 46204

6. Total number of applications and patents involved:

1

7. Total fee (37 CFR 3.41): \$ 40.00

Enclosed - Any excess or insufficiency should be credited or debited to deposit account

Authorized to be charged to deposit account

8. Deposit account number:

10-0435

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.

Richard A. Rezek

Richard A. Rezek

August 20, 2001

Name of Person Signing

Signature

Date

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

4

ASSIGNMENT TO BUSINESS CONCERN

Attorney Docket No.: 5723-68186
Client Reference No.: BP-150

ASSIGNMENT

In consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration paid to each of the undersigned,

Name(s) of Inventor(s) Chris A. Dewig

_____ and

William T. Nally

maker(s) of an invention which is the subject of an application for Letters Patent of the United States ("Application") entitled

Title of Application TAMPER-EVIDENT CAP

the undersigned hereby sell(s), assign(s), and set(s) over to

Name of Assignee Berry Plastics Corporation

Address of principal place of business 101 Oakley Street
Evansville, Indiana 47706

Insert State of Incorporation (if applicable) or "Not Applicable" a corporation of Delaware

(hereinafter designated as the Assignee) their entire right, title, and interest in, to, and under the Application, including all priority rights for other countries arising therefrom, all inventions therein disclosed, and any and all Letters Patent of the United States and of all other countries, including Canada, which may be granted for such inventions, or any of them, all such inventions and all rights in such Application and Letters Patent to be held and enjoyed by Assignee for its own use and enjoyment to the full end of the term or terms for which such Letters Patent may be granted, as fully and entirely as the same would have been held and enjoyed by them had this assignment and sale not been made.

The undersigned agree(s) to execute all papers necessary in connection with the application(s) in the United States and foreign countries and any continuing, divisional, or reissue applications thereof, and any reexamination of any of such applications, and also to execute separate assignments in connection with such applications as the Assignee may deem necessary or expedient.

The undersigned agree(s) to execute all papers necessary in connection with any interference which may be declared or litigation concerning the application(s) or continuation, division, reissue, or reexamination thereof, and to cooperate with the Assignee in every way possible in obtaining evidence and going forward with such interference or litigation.

The undersigned agree(s) to execute all papers and documents and perform any act which may be necessary in connection with claims or provisions of the International Convention for Protection of Industrial Property or similar agreements.

ASSIGNMENT TO BUSINESS CONCERN

The undersigned agree(s) to do all other acts which, in the opinion of Assignee, may be necessary or desirable to secure the grant of Letters Patent to Assignee or its nominees, in the United States and in all other countries where Assignee may desire to have such inventions, or any of them, patented, with specifications and claims in such form as shall be approved by Assignee and to vest and confirm in Assignee or its nominees the full and complete legal and equitable title to all such Letters Patent.

The undersigned hereby authorize(s) and request(s) the Commissioner of Patents to issue any and all Letters Patent of the United States resulting from said application(s) or any division or divisions or continuing or reissue applications thereof, and any reexamination of any of such applications, to the said Assignee, as Assignee of the entire interest, and hereby covenants that the undersigned has full right to convey the interest herein assigned, and that the undersigned has not executed, and will not execute, any agreement in conflict herewith.

The undersigned hereby grant(s) the attorney of record the power to insert on this assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

IN WITNESS WHEREOF, I have executed this assignment at Evansville, IN
this 16th day of August, 2001.

Outside the USA: _____
Witnesses are required when acknowledgment before a Notary Public is not feasible. _____
Witness _____
Witness _____

[Signature]
Inventor (Signature)

Chris A. Dewig
Inventor (Printed Name)

ACKNOWLEDGMENT

STATE OF Indiana SS:
COUNTY OF Vanderburgh

Acknowledged before me, a Notary Public, within and for said County and State. Witness my hand and Notarial Seal
this 16th day of August, 2001.

[Signature]
Notary Public

Angela T. Bakilis
Printed Name

My Commission Expires: 2-18-07

Resident of Vanderburgh County

IN WITNESS WHEREOF, I have executed this assignment at Evansville, IN
this 16th day of August, 2001.

Outside the USA: _____
Witnesses are required when acknowledgment before a Notary Public is not feasible. _____
Witness

William T. Nally
Inventor (Signature)

William T. Nally
Inventor (Printed Name)

ACKNOWLEDGMENT

STATE OF Indiana
COUNTY OF Vanderburgh SS:

Acknowledged before me, a Notary Public, within and for said County and State. Witness my hand and Notarial Seal
this 16th day of August, 2001.

Angela J. Babillio
Notary Public

Angela J. Babillio
Printed Name

My Commission Expires: 2-18-07

Resident of Vanderburgh County