

RECORDATION 10-19-2001

SHEET

U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

Atty. Docket No. Customer No. 03000



101879362

C1000/20029

To The Honorable Commissioner of Patents and Trademarks: Please record the attached original document or copy thereof.

1. Name of conveying party(ies): 10/05/01 Drew H. McNary and William D. Armstrong Additional names(s) of conveying party(ies) attached? [] Yes X No

2. Name and address of receiving party(ies) Name: Captive Plastics, Inc. Internal Address: Street Address: 251 Circle Drive North City Piscataway State NJ Zip 08846

Nature of conveyance: X Assignment [] Merger [] Security Agreement [] Change of Name [] Other Execution Date: October 3, 2001

Additional names(s) of conveying party(ies) attached? [] Yes X No

4. Application number(s) or patent number(s): 09/971470

If this document is being filed together with a new application, the execution date of this application is: 10/3/01

A) Patent Application No.(s) B) Patent No.(s)

Additional numbers attached? [] Yes X No

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

CAESAR, RIVISE, BERNSTEIN, COHEN & POKOTILOW, LTD.

Attn: Michael J. Berkowitz, Esq. 12th Floor - 7 Penn Center 1635 Market Street, Phila., PA 19103-2212

6. Total number of applications and patents involved..... 1

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

[x] Authorized to Charge to Deposit Account No. 03-0075

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8. 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.

Michael J. Berkowitz

Signature

10/5/01 Date

Total number of pages including cover sheet, attachments and document: 6

Mail documents to be recorded with required cover sheet information to: Box Assignment, Director - U.S. Patent and Trademark Office; Washington DC 20231

ASSIGNMENT OF INVENTION

WHEREAS, we, **DREW H. McNARY** and **WILLIAM D. ARMSTRONG**, whose post office addresses are 19 Mullen Lane, Lafayette, New Jersey 07848 and 145 Woodland Avenue South, Middlesex, New Jersey 08846, have made a certain new and useful invention in a **TAMPER-INDICATING CLOSURE WITH RESILIENT LOCKING PROJECTIONS**, and have executed an application for Letters Patent of the United States based thereon on even date herewith;

WHEREAS, we, **DREW H. McNARY** and **WILLIAM D. ARMSTRONG**, are employees of **CAPTIVE PLASTICS, INC.**;

WHEREAS, **CAPTIVE PLASTICS, INC.**, a corporation organized and existing under the laws of the State of New Jersey, and having an office and place of business at 251 Circle Drive North, Piscataway, New Jersey 08854-0277, is desirous of acquiring the entire right, title and interest in and to the invention and all improvements thereon which may be made, conceived or acquired by us during the course of our association with **CAPTIVE PLASTICS, INC.**, and for one year thereafter, in and throughout the United States, its territories and all countries foreign thereto, and in and to said application for Letters Patent and in and to any and all Letters Patent of the United States and all countries foreign thereto which have been granted or may be granted on said invention or any part thereof, or any improvements thereon.


NOW, THEREFORE, IN CONSIDERATION of the sum of One Dollar (\$1.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, we, **DREW H. McNARY** and **WILLIAM D. ARMSTRONG**, by these presents do sell, assign and transfer unto the said **CAPTIVE PLASTICS, INC.**, our entire right, title and interest in and throughout the United States, its territories and all countries foreign thereto in and to said invention and any improvements thereon which were made, conceived or acquired by us during the course of our association with the said **CAPTIVE PLASTICS, INC.**, and for one year thereafter, in and to said application for Letters Patent and any and all Letters Patent and extensions thereof, of the United States and countries foreign thereto which have been or may be granted on said invention or any part thereof, or any improvements thereon or on said application, or any divisional, continuing, renewal, reissue, or other application and all international priority rights associated therewith, based in whole or in part thereon, or based upon said invention, or any improvements thereon;

TO BE HELD AND ENJOYED by the said **CAPTIVE PLASTICS, INC.** and its legal representatives and assigns to the full ends of the terms for which said Letters Patent, or any of them, have been granted or may be granted as fully and entirely as the same would have been held and enjoyed by us had no sale and assignment of said interest been made; and we do hereby authorize and request the Commissioner of Patents and Trademarks to issue any and all Letters Patent which may be granted upon the said invention above referred to, or any of them, or upon said invention or any part thereof, or upon any improvements thereon which may be made, conceived or acquired by us during the course of our association with the said company and for one year thereafter, to said **CAPTIVE PLASTICS, INC.**, and we hereby agree for ourselves, our heirs, executors and administrators, to execute without further consideration, any further legal documents

and any further assignments and any releases, reissues, renewals or other applications for Letters Patent that may be deemed necessary by the Assignee herein named, fully to secure to the said Assignee its interest as aforesaid in and to said invention or any part thereof or any improvements thereon, and in and to said several Letters Patent, or any of them.

We do hereby covenant for ourselves and our legal representatives, and agree with **CAPTIVE PLASTICS, INC.**, and its legal representatives, that we have granted no license to make or sell the said invention, that prior to the execution of this deed our right, title and interest in the said invention has not been encumbered, that we then had good right and title in and to the invention and that we have not executed and will not execute any instrument in conflict therewith.

IN WITNESS WHEREOF, I, **DREW H. McNARY** have hereunto affixed my hand and seal this 3 day of OCTOBER, 2001.


_____(SEAL)
DREW H. McNARY

STATE OF NEW JERSEY :
 : SS:
COUNTY OF MIDDLESEX :

Before me personally appeared said **DREW H. McNARY** and acknowledged the foregoing instrument to be his free act and deed, this 3RD day of OCT, 2001.

Madeline Field (SEAL)
Notary Public

My Commission Expires: 8-22-2006

IN WITNESS WHEREOF, I, **WILLIAM D. ARMSTRONG**, have hereunto affixed my hand and seal this 3RD day of OCT, 2001.

William D. Armstrong (SEAL)
WILLIAM D. ARMSTRONG

STATE OF NEW JERSEY :
 : SS:
COUNTY OF MIDDLESEX :

Before me personally appeared said **WILLIAM D. ARMSTRONG** and acknowledged the foregoing instrument to be his free act and deed, this 3RD day of OCT, 2001.

Madeline Field (SEAL)
Notary Public

My Commission Expires: 8-22-2006