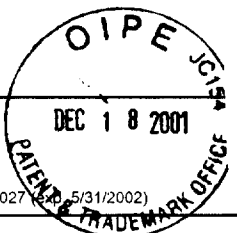


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U.S. DEPARTMENT OF COMMERCE

Form PTO-1595

(Rev. 03/01)

OMB No. 0651-0027 (Rev. 5/31/2002)

U.S. Patent and Trademark Office

12-18-01

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

1. Name of conveying party(ies):  
**Mike Xiaoli Ma**  
**Brian M. Adams**  
**Alan W. Kieler**  
Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

2. Name and address of receiving party(ies)  
Name: **Portola Packaging, Inc.**  
Address: **890 Faulstich Court**  
**San Jose, CA 95112**

3. Nature of conveyance:  
☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Other  
Execution Date: 10/22/2001, 11/01/2001 and 11/05/2001

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)  
09/930,024  
B. Patent No.(s)  
  
Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: **Robert B. Chickering**  
Internal Address: **FLEHR HOHBACH TEST**  
**ALBRITTON & HERBERT LLP**  
Street Address: **SUITE 3400**  
**FOUR EMBARCADERO CENTER**  
City: **SAN FRANCISCO** State: **CA** Zip: **94111-4187**

6. Total number of applications and patents involved: **1**  
7. Total fee (37 CFR 3.41).....\$ **40.00**  
☒ 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.: **A-70386/RBC/VEJ**  
(Attach duplicate copy of this page if paying by deposit account)

12/26/2001  
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40.00

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.*  
**Robert B. Chickering, Reg. No. 24,286**  
Name of Person Signing  
*Robert B. Chickering* Signature  
11/21/01 Date

Total number of pages including cover sheet, attachments, and documents: **4**

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231

(1068285)

File No. **A-70386/RBC/VEJ**

**PATENT**  
**REEL: 012387 FRAME: 0884**

**ASSIGNMENT**

WHEREAS, the undersigned,

- |     |                |     |                |
|-----|----------------|-----|----------------|
| (1) | Mike Xiaoli Ma | (2) | Brian M. Adams |
| (3) | Alan W. Kieler |     |                |

(hereinafter termed "Inventors"), residents of

- |     |          |     |        |
|-----|----------|-----|--------|
| (1) | San Jose | (2) | Newark |
| (3) | Batavia  |     |        |

respectively, Counties of

- |     |             |     |         |
|-----|-------------|-----|---------|
| (1) | Santa Clara | (2) | Alameda |
| (3) | Kane        |     |         |

respectively, States of

- |     |            |     |            |
|-----|------------|-----|------------|
| (1) | California | (2) | California |
| (3) | Illinois   |     |            |

respectively, have invented certain new and useful improvements in

**CLOSURE HAVING WELL WITH REMOVABLE MEMBRANE**

and having for which an application for a United States Patent was filed on August 14, 2001 having Application No. 09/930,024, and for which an oath or declaration was executed on August 1, 2001 and August 6, 2001; 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 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.

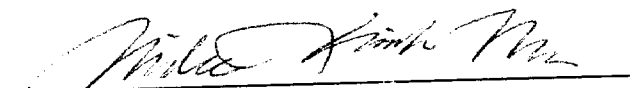
2. Said Inventors hereby jointly and severally covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right title and interest herein conveyed in the United States and foreign countries. Such cooperation by said Inventors shall include prompt production 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) 22 day of October, 2001, (2) 1 day of NOV., 2001, (3) 5 day of Nov., 2001, respectively.

(1) Mike Xiaoli Ma



State of \_\_\_\_\_  
County of \_\_\_\_\_ SS.

On \_\_\_\_\_, 2001, before me, \_\_\_\_\_, Notary Public, personally appeared Mike Xiaoli Ma, personally known to me (or proved to me on the basis of evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person or the entity upon behalf of which the person acted, executed the instrument.

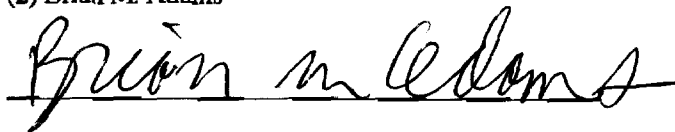
WITNESS my hand and official seal.

Notary Public

PATENT

A-70386/RBC/VEJ  
Application No. 09/930,024

(2) Brian M. Adams


State of \_\_\_\_\_  
County of \_\_\_\_\_ SS.

On \_\_\_\_\_, 2001, before me, \_\_\_\_\_, Notary Public, personally appeared Brian M. Adams, personally known to me (or proved to me on the basis of evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity, and that by his 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.

Notary Public

(3) Alan W. Kieler

State of \_\_\_\_\_  
County of \_\_\_\_\_ SS.

On \_\_\_\_\_, 2001, before me, \_\_\_\_\_, Notary Public, personally appeared Alan W. Kieler, personally known to me (or proved to me on the basis of evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity, and that by his 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.

Notary Public