

01-09-2002



Form PTO-1595 (Rev. 03/01) R OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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

1. Name of conveying party(ies): Shebrinia Moore, Lesley S. Corker, Brian D. Tyree, Michael L. Vaughn. Additional name(s) of conveying party(ies) attached? Yes No

12/20/01

2. Name and address of receiving party(ies) Name: Ball Corporation Internal Address: Street Address: 10 Longs Peak Drive City: Broomfield State: CO Zip: 80021 Additional name(s) & address(es) attached? Yes No

11002 U.S. PTO 29/152658 12/20/01

3. Nature of conveyance: [X] Assignment [ ] Merger [ ] Security Agreement [ ] Change of Name [ ] Other Execution Date: December 11, 2001

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: 12/11/2001 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: A. James Richardson, Esq. Internal Address: Street Address: Brinks Hofer Gilson & Lione One Indiana Square, Suite 2425 City: Indianapolis State: IN Zip: 46204

6. Total number of applications and patents involved: 1 7. Total fee (37 CFR 3.41) \$ 40.00 [X] Enclosed [ ] Authorized to be charged to deposit account 8. Deposit account number: (Attach duplicate copy of this page if paying by deposit account)

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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. A. James Richardson Name of Person Signing Signature Date 12/20/01

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

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

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PATENT REEL: 012419 FRAME: 0903

**ASSIGNMENT**

WHEREAS, Shebrinia Moore, Lesley S. Corker, Brian D. Tyree, and Michael L. Vaughn, hereinafter referred to as "Assignors," have made a new and useful invention described in the United States design patent application entitled PLASTIC BOTTLE for which Assignors have made or will make application for Letters Patent of the United States; and

WHEREAS, Ball Corporation, hereinafter referred to as "Assignee," a corporation of Indiana, having a principal place of business at 10 Longs Peak Drive, Broomfield, Colorado 80021, desires to acquire all of the entire right, title, and interest in, to and under said invention disclosed, described and claimed or intended so to be in said application, and in, to and under said application, and in, to and under any and all Letters Patent, United States and foreign, which may be obtained therefor and thereon;

NOW, THEREFORE, to all whom it may concern, be it known that for and in consideration of the sum of One Dollar (\$1.00) and other good, valuable and sufficient consideration to Assignors in hand paid, the receipt of which is hereby acknowledged, Assignors have sold, assigned and transferred, and by these presents do sell, assign and transfer unto Assignee, all of the entire right, title, and interest in, to and under said invention disclosed, described and claimed or intended so to be in said application, and in, to and under said application, and any and all other applications thereon and arising therefrom, including any and all divisions and continuations thereof, and any and all patents to be issued and obtained therefor and thereon, United States and foreign, including all reissues and extensions thereof.

Assignors agree to execute all papers necessary in connection with any interference which may be declared or litigation concerning the application 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.

Assignors agree 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.

Assignors agree to sign and execute any and all other papers necessary or desirable for the procurement of Letters Patent on said invention in this and all foreign countries for the use of Assignee.

Assignors agree 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.

Assignors hereby authorize and request the Commissioner of Patents to issue any and all Letters Patent of the United States resulting from said application or any 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 covenant that the undersigned has full right to convey the interest herein assigned, and that the undersigned have not executed, and will not execute, any agreement to conflict herewith.

Assignors hereby grant 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 the recordation of this document.

IN WITNESS WHEREOF, the Assignors have executed this agreement on the date indicated below:

12/11/2001  
Date

Shebrinia Moore

Printed: Shebrinia Moore

STATE OF GEORGIA            )  
  )  
COUNTY OF Cobb            )

SS:

Subscribed and sworn to before me, a Notary Public in and for said County and State this  
11th day of December, 2001.

Deborah S. Darnell  
Notary Public

Deborah S. Darnell  
Printed

My Commission Expires:  
7/15/03

My County of Residence  
Clayton

12/11/2001  
Date

*Lesley S. Corker*  
Printed: Lesley S. Corker

STATE OF GEORGIA            )  
  )  
COUNTY OF Cobb            )

SS:

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Notary Public  
*Deborah S. Darnell*  
Printed

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7/15/03

My County of Residence  
Clayton

12/11/2001  
Date

Brian D Tyree  
Printed: Brian D. Tyree

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  )  
COUNTY OF Cobb            )

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Printed

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My County of Residence  
Clayton

12/11/2001  
Date

*Michael L. Vaughn*

Printed: Michael L. Vaughn

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  )  
COUNTY OF Cobb            )

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