

08-23-2002



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Attorney Docket: GallandNPrv

FORM PTO-1595 (Rev. 6-93)		102198839 PATENTS ONLY		. SHEET		U.S. DEPT. OF COMMERCE Patent and Trademark Office	
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof. <i>08/14/02</i>							
1. Name of conveying party(ies): Roderick E. Galland Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> No				2. Name and address of receiving party(ies) Name: International Molded Packaging Corporation Address: HC 37 Box 315 City: Lead State: South Dakota Zip: 57754 Additional name(s) & address attached? <input type="checkbox"/> No			
3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment Merger Security Agreement Change of Name Other _____				Execution Date(s) of Assignment: August 13, 2002			
4. Application number(s) or patent number(s): If this document is being filed together with a new application the title of the application is: "Latchable Container System", filed on August 14, 2002. <i>10/219364</i>							
A. Patent Application No.(s):				B. Patent No.(s):			
Additional numbers attached? <input type="checkbox"/> No							
5. Name and address of party to whom correspondence concerning document should be mailed: Name: Al Wiedmann Jr. Internal Address: Santangelo Law Offices, P.C. Street Address: 125 S. Howes, Third Floor City: Fort Collins State: Colorado Zip: 80521				6. Total number of applications and patents involved: ONE 7. Total fee (37 CFR 3.41) .....\$ 40.00 <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account			
8. Deposit account number: (Attach duplicate copy of this page if paying by deposit account)							
DO NOT USE THIS SPACE							
9. Statement and signature. <i>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.</i>							
Al Wiedmann Jr., 48,033 Name of Person Signing		<i>[Signature]</i> Signature		<i>August 14, '02</i> Date			
Total number of pages including cover sheet, attachments, and document:							

10/219364  
08/14/02

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademark, Box Assignments  
Washington, DC 20231

08/19/2002 RHARIS1 00000008 10219364

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PATENT  
REEL: 013205 FRAME: 0336

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IN THE UNITED STATES PATENT AND  
TRADEMARK OFFICE  
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In Re the Application of: Roderick E. Galland and Hossein Monajjem

Serial Number:

Filed:

For: Latchable Container System

Assignee: International Molded Packaging Corporation

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**ASSIGNMENT OF PATENT RIGHTS**

THIS ASSIGNMENT document is between and among Roderick E. Galland, whose address is HC 37-1418, Lead, South Dakota, 57754 ("Assignor") and International Molded Packaging Corporation, having its principal office at: HC 37 Box 315, Lead, South Dakota, 57754 (the "Assignee").

WHEREAS, the Assignor has contributed to some degree in conceiving or developing technology relating to latchable container systems including, but not limited to, the technology described or indicated in the application identified by the caption listed above, and also including for the purpose of this assignment those improvements which are related to the subject matter of such technology to the extent conceived or developed during the time serving as an employee of the Assignee, and improvements related to such technology which are identified, developed, or conceived using trade secret or confidential information of the Assignee or which are likely to cause disclosure of such trade secret or confidential information (the "Invention");

WHEREAS, Assignor, either by himself or in conjunction with other individuals, may be an inventor of the Invention;

WHEREAS, Assignor acknowledges his obligation to assign all right, title and interest in the Invention to Assignee;

WHEREAS, Assignor desires to formalize his obligation for assignment of all right, title and interest to the Invention to Assignee to the extent he has any such rights worldwide; and

WHEREAS, Assignor acknowledges his obligation to assign all right, title and interest in any and all patent rights and any other proprietary rights related to the business of the Assignee, and in particular the Invention, to Assignee;

NOW, THEREFORE, for US \$10.00 or other good and valuable consideration, receipt of which is hereby acknowledged, the undersigned hereby agree as follows:

1. Assignor warrants that:

a. he has the authority to assign all right, title, and interest originated now or hereafter by him involving the Invention;

b. he has conveyed no right, title, or interest in the Invention to any party other than the Assignee;

c. to the extent Assignor conducted any efforts relevant to the ownership of all rights to the Invention under, on behalf of, or through any entity or assumed name, he has the authority to act as agent for such an entity and to fully transfer such rights; and

d. at the time of signing of this Assignment, he neither knows nor has reason to know of any outstanding right, title, or interest in the Invention inconsistent with a full assignment of rights to the Assignee other than any right, title, or interest which may exist as a result of any coinventorship.

2. Assignor, for good and valuable consideration, hereby sells, grants, transfers, authorizes application for, agrees to support, and assigns to the Assignee the entire right, title, and interest in and to the Invention, including, but not limited to:

a. all such worldwide rights to make, use, and sell the Invention;

b. any applications for United States or foreign patents relating to the Invention, and specifically to the above-identified application, and to make a claim for any priority to which such applications are entitled, and to any division, substitution, continuation, or continuation-in-part, of such applications, all patents which may be granted thereon, and all reissues, and extensions thereof;

c. the right to file applications for United States or foreign patents based upon the Invention, and to make a claim for any priority to which such applications are entitled, and to any division, substitution, continuation, or continuation-in-part, of such applications, all patents which may be granted thereon, and all reissues and extensions thereof;

d. all related rights involving the Invention in any country such as utility-model registrations, inventor's certificates, and the like, and all rights, titles, and interests involving the Invention under any foreign government;

e. all rights to any documents, notes, and evidence regarding any aspect of the Invention; and

f. all rights to seek protection covering such aspects or claims as the Assignee deems appropriate, specifically, including, but not limited to: claims which seek protection for device, apparatus, method, process, business method, or other coverage; claims which seek protection for as broad a level of coverage as might be desired by the Assignee; claims which address any aspect conceived, developed, or disclosed as separate inventions; claims which address any permutations or combinations of any aspects; claims which address any aspects independent of any initial context considered as preferred embodiments; and claims which seek broad protection in general.

3. Assignor acknowledges a legal and equitable obligation to assign to the Assignee any and all patent rights and any other proprietary rights related to the business of the Assignee to the extent conceived or developed while he is an employee of International Molded Packaging Corporation and covenants that he has not and will not execute any agreement in conflict with this Assignment and will not offer any opinions, or take or assist in taking any actions which might tend to diminish the scope of protection available to the Assignee for the Invention. Further, Assignor warrants that other than rights of the Assignee, he maintains the entire right, title, and interest in and to the Invention as may exist by virtue of his contribution and has made no conveyance of any rights whatsoever to any other person. Assignor also covenants that he will promptly and continuously inform the Assignee of any articles, patents, or other references, or prior art of which he becomes aware which may be material to the assessment of patentability of the Invention.

4. Assignor further covenants and agrees that he will communicate to the Assignee any facts known to him respecting any improvements involving or in any way related to the Invention, and will testify in any legal proceeding, sign all lawful papers, execute all division, continuation, continuation-in-part, substitute, foreign, or reissue applications, make all rightful oaths, and generally do everything possible to aid the Assignee to obtain and enforce full protection and title in and to said Invention and to such improvements in all countries without further consideration but at the expense of the Assignee.

5. Assignor acknowledges that pursuant to the sale, grant, transfer, and assignment to the Assignee of the entire right, title, and interest in and to the Invention, as provided in the above paragraphs, this assignment shall be complete as to all rights owned. As such, Assignor consents to a waiver of any and all access rights to any applications for United States or foreign patents relating to the Invention, and including but not limited to the above-identified application, and to any division, substitution, continuation, or continuation-in-part, of such applications, all related access rights involving the Invention in any country such as utility-model registrations, inventor's certificates and the like, and all access rights, titles, and interests involving the Invention under any foreign government, to the extent permissible. Access rights may particularly include: any and all rights to any files, documents, notes, or evidence regarding any aspect of the prosecution of the Invention in the United States or foreign countries; any right to obtain, view or copy in any form the files, documents, notes, or evidence related to prosecution history or status of any application for United States or foreign patents relating to the Invention; any other right to obtain information relating to prosecution history, or status of any application for United States, or foreign patents relating to the Invention.

6. Assignor further covenants and agrees that he will sign all lawful papers, consents, and generally do everything possible to aid the Assignee in petitioning waiver of access of Assignor to the United States or foreign patent offices of any and all applications for United States or foreign patents relating to the invention, as provided above.

7. Assignor grants the firm of Santangelo Law Offices, P.C., 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 Office or any foreign patent office for recordation of this document, including, but not limited to, inserting the application number, the execution date, or the filing date of the above-identified United States Patent Application based upon the Invention.

8. This assignment shall be binding on all parties, their heirs, executors, administrators, successors, or assigns, and may be recorded in the United States Patent and Trademark Office or elsewhere. In the event any provision of this Agreement is found to be unenforceable or to be unreasonable in scope, such provision shall be modified to the extent necessary to make it enforceable, and as so modified, this Agreement shall remain in full force and effect.



Roderick E. Galland

Date of Assignment Signature: 8/13/2002

Date of Execution of Application: 8/13/2002  
(signing the Declaration)

UNITED STATES OF AMERICA )  
STATE OF South Dakota )  
COUNTY OF Lawrence )

SUBSCRIBED AND AFFIRMED OR SWORN to before me in the County of Lawrence, State of South Dakota, United States of America, by Roderick E. Galland, this 13 day of August, in the year 2002.

WITNESS my hand and official seal pursuant to the authority vested in me as a Notary Public by the State of South Dakota.



Notary Public

My Commission Expires: ~~2/26/04~~ 2/26/04  
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