

Docket No. DA-70523-2/ESW

12-20-2002

FORM PTO 1595  
(Rev. 6-93)  
OMB No. 0651-0011 (exp. 4/94)

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U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

102317379

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

1. Name(s) of conveying party(ies): 12/16/02  
Nicholas P. DeLuca  
Oliver M. Reyes  
Philippe M. Jacques

2. Name and address of receiving party(ies)  
Name: Free-Flow Packaging International, Inc.  
Internal Address: \_\_\_\_\_  
Street Address: 1090 Mills Way  
City: Redwood City State: CA ZIP: 94063-3120  
Country: USA

Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyance:  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Other \_\_\_\_\_

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

Execution Dates: 11/27/2002 and 10/31/2002

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) 29,167,670

B. Patent No.(s)

Additional numbers attached?  Yes  No

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

Name: Edward S. Wright  
Internal Address: DORSEY & WHITNEY LLP  
Street Address: Four Embarcadero Center, Ste. 3400  
City: San Francisco State: CA ZIP 94111-4187

6. Total Number of applications and patents involved: 1  
7. Total fee (37 CFR 3.41). . . 1 x \$40. . . . . \$40.00  
 Enclosed  
 Authorized to be charged to deposit account  
8. Deposit Account number: 50-2319  
Please debit any underpayment or credit any overpayment to the above deposit account.

(Attach duplicate copy of this page if paying by deposit account)

**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.

Edward S. Wright  
Name of Person Signing  
Reg. No. 24,903

Edward S. Wright  
Signature

December 2, 2002  
Date

Total number of pages including cover sheet, attachments, and document: 7

Mail documents to be recorded with required cover sheet information to:

12/18/2002 BABRAH1 00000009 29167670  
01 FC:8021 40.00 OP

Director - U.S. Patent and Trademark Office  
BOX ASSIGNMENT  
Washington, D.C. 20231

A71738.agt

## ASSIGNMENT

WHEREAS, the undersigned, Nicholas P. DeLuca, a resident of the City of Mill Valley, County of Marin, State of California; Oliver M. Reyes, a resident of the City of Berkeley, County of Alameda, State of California; and Philippe M. Jacques, a resident of the City of Davis, County of Yolo, State of California; (hereinafter termed "Inventors"), have invented a new and improved ornamental design for an **INFLATABLE PACKING MATERIAL** and have executed an application for a United States Design Patent on said design; and having Serial No. 29/167,670 and filing date of September 17, 2002; and

WHEREAS, Free-Flow Packaging International, Inc. (hereinafter termed "Assignee"), a corporation of the State of Delaware, having a place of business at 1090 Mills Way, City of Redwood City, State of California, is desirous of acquiring the entire right, title and interest in and to said application and the design disclosed therein, and in and to all embodiments of the design, heretofore conceived, made or discovered jointly or severally by said Inventors (all collectively hereinafter termed "said design"), and in and to any and all design patents, inventor's certificates and other forms of protection (hereinafter termed "design 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 design; (b) in and to all rights to apply for foreign design patents on said design 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 design patents granted on said design in the United States or any foreign country, including each and every application filed and each and every design 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 design 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 design; (d) for filing and prosecuting applications for reissuance of any said design patents; (e) for interference or other priority proceedings involving said design; and (f) for legal proceedings involving said design and any applications therefor and any design 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, said **Nicholas P. DeLuca** has executed and delivered this instrument to said Assignee this 27<sup>th</sup> day of November, 2002.

*ML*

**Nicholas P. DeLuca**

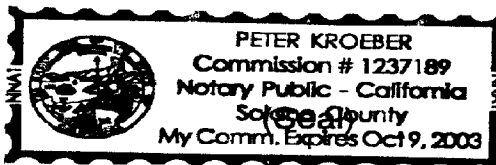
County of Sofano  
State of California

} ss.

On this 27<sup>th</sup> day of November, 2002 in the year 2002, before me, Peter Kroeber, Notary Public of the State of California, personally appeared **Nicholas P. DeLuca**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

WITNESS my hand and official seal.

Signature *Peter Kroeber, Notary Public*



IN WITNESS WHEREOF, said **Oliver M. Reyes** has executed and delivered this instrument to said Assignee this \_\_\_\_ day of \_\_\_\_\_, 2002.

**Oliver M. Reyes**

County of \_\_\_\_\_  
State of California

} ss.

On this \_\_\_\_ day of \_\_\_\_\_ in the year 2002, before me, \_\_\_\_\_, Notary Public of the State of California, personally appeared **Oliver M. Reyes**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)

IN WITNESS WHEREOF, said **Philippe M. Jacques** has executed and delivered this instrument to said Assignee this \_\_\_\_ day of \_\_\_\_\_, 2002.

\_\_\_\_\_  
**Philippe M. Jacques**

County of

State of California

} ss.

On this \_\_\_\_ day of \_\_\_\_\_ in the year 2002, before me, \_\_\_\_\_, Notary Public of the State of California, personally appeared **Philippe M. Jacques**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)

## ASSIGNMENT

WHEREAS, the undersigned, Nicholas P. DeLuca, a resident of the City of Mill Valley, County of Marin, State of California; Oliver M. Reyes, a resident of the City of Berkeley, County of Alameda, State of California; and Philippe M. Jacques, a resident of the City of Davis, County of Yolo, State of California; (hereinafter termed "Inventors"), have invented a new and improved ornamental design for an **INFLATABLE PACKING MATERIAL** and have executed an application for a United States Design Patent on said design; and having Serial No. 29/167,670 and filing date of September 17, 2002; and

WHEREAS, Free-Flow Packaging International, Inc. (hereinafter termed "Assignee"), a corporation of the State of Delaware, having a place of business at 1090 Mills Way, City of Redwood City, State of California, is desirous of acquiring the entire right, title and interest in and to said application and the design disclosed therein, and in and to all embodiments of the design, heretofore conceived, made or discovered jointly or severally by said Inventors (all collectively hereinafter termed "said design"), and in and to any and all design patents, inventor's certificates and other forms of protection (hereinafter termed "design 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 design; (b) in and to all rights to apply for foreign design patents on said design 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 design patents granted on said design in the United States or any foreign country, including each and every application filed and each and every design 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 design 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 design; (d) for filing and prosecuting applications for reissuance of any said design patents; (e) for interference or other priority proceedings involving said design; and (f) for legal proceedings involving said design and any applications therefor and any design 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, said **Nicholas P. DeLuca** has executed and delivered this instrument to said Assignee this \_\_\_\_ day of \_\_\_\_\_, 2002.

\_\_\_\_\_  
**Nicholas P. DeLuca**

County of \_\_\_\_\_ }  
State of California } ss.

On this \_\_\_\_ day of \_\_\_\_\_ in the year 2002, before me, \_\_\_\_\_, Notary Public of the State of California, personally appeared **Nicholas P. DeLuca**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)

IN WITNESS WHEREOF, said **Oliver M. Reyes** has executed and delivered this instrument to said Assignee this 31 day of OCTOBER, 2002.

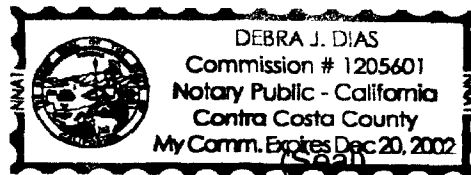
\_\_\_\_\_  
**Oliver M. Reyes**

County of Contra Costa }  
State of California } ss.

On this 31<sup>st</sup> day of October, 2002 in the year 2002, before me, Debra J. Dias, Notary Public of the State of California, personally appeared **Oliver M. Reyes**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

WITNESS my hand and official seal.

Signature [Handwritten Signature]



IN WITNESS WHEREOF, said **Philippe M. Jacques** has executed and delivered this instrument to said Assignee this \_\_\_\_ day of \_\_\_\_\_, 2002.

\_\_\_\_\_  
**Philippe M. Jacques**

County of \_\_\_\_\_  
State of California

} ss.

On this \_\_\_\_ day of \_\_\_\_\_ in the year 2002, before me, \_\_\_\_\_, Notary Public of the State of California, personally appeared **Philippe M. Jacques**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)

## ASSIGNMENT

WHEREAS, WE,

**NICHOLAS P. DE LUCA**, a citizen of the United States of America, and residing at 31 Morningside Road, Mill Valley, California 94941;

**OLIVER M. REYES**, a citizen of the United States of America, and residing at 1511-A Hearst Street, Berkeley, California 94703; and

**PHILIPPE M. JACQUES**, a citizen of France, and residing at 2261 Clearview Circle, Benicia, California 94510,

have invented new and useful **“Inflatable, Cushioning, Bubble Wrap Product Having Multiple, Interconnected, Bubble Structures”** for which a United States Patent Application Serial Number 09/717,782 was filed November 21, 2000; and

WHEREAS, **NOVUS PACKAGING CORPORATION**, incorporated in the State of Massachusetts with a business address at 31 Vineyard Street, Cambridge, Massachusetts, desires to acquire the entire right, title and interest in and to said application and the invention(s) disclosed therein;

NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, WE, **NICHOLAS DE LUCA, OLIVER M. REYES, and PHILIPPE M. JACQUES**, do hereby sell, assign and transfer unto **NOVUS PACKAGING CORPORATION**, its successors and assigns, the full and exclusive right for the territory of the United States of America and for all foreign countries, in and to said invention(s) and said application, and any and all divisions and continuations thereof, and any and all Letters Patent which may be granted therefor, and any and all reissues of said Letters Patent including the subject matter of any and all claims which may be obtained in said Letters Patent, and in and to any application for Letters Patent that may be filed by or for **NOVUS PACKAGING CORPORATION**, its successors, assigns or other legal representatives in countries foreign to the United States of America, and in and to any Letters Patents of countries foreign to the United States of America that may mature therefrom, the same to be held and enjoyed by **NOVUS PACKAGING CORPORATION** for its own use and behoof, and for its successors, assigns and legal representatives, to the full end of the term or



terms for which said Letters Patents are granted or reissued, as fully and entirely as the same would have been held by us had this assignment, sale and transfer not been made.

WITNESS my hand at Richmond, California this 17<sup>th</sup> Day of March, 2000.

*ML*

Nicholas P. De Luca

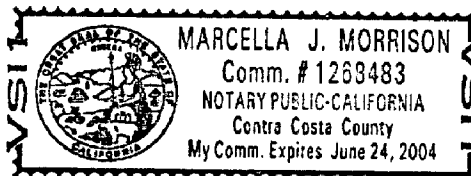
STATE OF CALIFORNIA )  
 ) SS  
COUNTY OF CONTRA COSTA )

On 3-07-01 before me, MARCELLA J. MORRISON,  
DATE NAME, TITLE OF OFFICER - E.G., JANE DOE, NOTARY PUBLIC

personally appeared, Nicholas P. De Luca, personally known to me (or proved to me on the basis of satisfactory 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.

Marcella J. Morrison (Seal)  
NOTARY PUBLIC SIGNATURE



WITNESS my hand at Richmond, California this 7<sup>th</sup> Day of March, 2000.

Oliver M. Reyes  
Oliver M. Reyes

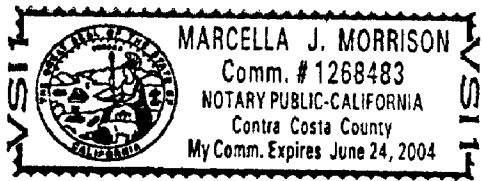
STATE OF CALIFORNIA )  
 ) ss  
COUNTY OF CONTRA COSTA

On 3-07-01 before me, MARCELLA J. MORRISON,  
DATE NAME, TITLE OF OFFICER - E.G., JANE DOE, NOTARY PUBLIC

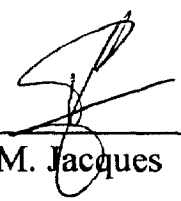
personally appeared Oliver M. Reyes, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person, whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Marcella J. Morrison (Seal)  
NOTARY PUBLIC SIGNATURE



WITNESS my hand at Richmond, California this 7<sup>th</sup> Day of March, 2000.



Philippe M. Jacques

STATE OF CALIFORNIA )  
 ) ss  
COUNTY OF CONTRA COSTA )

On 3-07-01 before me, MARCELLA J. MORRISON,  
DATE NAME, TITLE OF OFFICER - E.G., JANE DOE, NOTARY PUBLIC

personally appeared Philippe M. Jacques, personally known to me (or proved to me on the basis of satisfactory 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.

Marcella J. Morrison (Seal)  
NOTARY PUBLIC SIGNATURE

