

05-29-2003

1 of 3

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1. Name of conveying party(ies):

2. Name and address of receiving party(ies):

Tony Freemantle

Name: T Freemantle Ltd
13 Atkinson Way
Foxhills Industrial Estate
Scunthorpe, North Lincolnshire DN15 8QW
United Kingdom

S-27-03

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

3. Nature of Conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other:

Execution Date: 12 March 2003

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

4. Application number(s) or patent number(s):

A. Patent Application No.(s)
10/387,939 Filed 03/13/2003

B. Patent No.(s)

Additional Numbers Attached? Yes No

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

Mark G. Kachigian
Head, Johnson & Kachigian
228 West 17th Place
Tulsa, OK 74119

6. Total number of applications and patents involved: 1

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

Previously submitted
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9. Statement and signature.

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MARK G. KACHIGIAN
Name of Person Signing

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Signature

21 May 2003
Date

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PATENT
REEL: 014103 FRAME: 0495

ASSIGNMENT

WHEREAS, TONY FREEMANTLE, a British Subject, residing at 13 Atkinson Way, Foxhills Industrial Estate, Scunthorpe, North Lincolnshire, DN15 8QW, England (hereinafter called ASSIGNOR) is the sole and exclusive owner with new and useful improvements in:

PACKAGING APPARATUS

for which he is about to make application for Letters Patent of the United States, which claims priority from Great Britain Patent Application No. 0206151.3, filed 15 March 2002.

WHEREAS, ASSIGNOR, is now the owner with undivided interest in the invention described and claimed therein, and all rights in, to and under the same; and

WHEREAS, T FREEMANTLE LTD., a corporation created and existing under the laws of Britain, doing business at 13 Atkinson Way, Foxhills Industrial Estate, Scunthorpe, North Lincolnshire, DN15 8QW, England (hereinafter referred to as ASSIGNEE), is desirous of acquiring the entire right, title and interest in and to the undivided interest in the aforementioned invention; and

NOW THEREFORE, this indenture witnesseth that for and in consideration of the sum of One (\$1.00) Dollar and other good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR, has sold, assigned, transferred and set over and do hereby sell, assign, transfer and set over to the said ASSIGNEE his undivided interest in said invention, and any and all divisions and continuations thereof, and any and all Letters Patent of the United States, its territorial possessions, and any and all reissues of said Letters Patent, including the subject matter of any and all claims which may be obtained in every such patent, the same to be held and enjoyed by the said ASSIGNEE for its own use and behoof, and for the use and behoof of its successors, assigns, or other legal representatives, to the end of the term or terms for which said Letters Patent of the United States, territories are or may be granted or reissued, as fully and entirely as the same would have been held and enjoyed by ASSIGNOR, if this assignment and sale had not been made.

ASSIGNOR hereby authorizes and requests the Commissioner of Patents to issue any and all Letters Patent of the United States on said inventions, or resulting from said application, and from any and all divisions and continuations thereof to the said ASSIGNEE, of the undivided interest, and hereby covenants that he has full right to convey their undivided interest therein assigned, and that he has not executed and will not execute any agreement in conflict therewith.

ASSIGNOR further hereby covenants and agrees that he will, at any time, upon request, at the expense of said ASSIGNEE, execute and deliver any and all papers that may be necessary or desirable to perfect the title to said invention, and to said Letters Patent as may be granted therefor, in said ASSIGNEE, its successors, assigns, or other legal representatives, and that if said ASSIGNEE, its successors, assigns, or other legal representatives shall desire to file

any divisional or continuation application, or to secure a reissue of such Letters Patent, or to file a disclaimer relating thereto, he will, upon request, sign all papers, make all rightful oaths, and do all acts requisite for the filing of such divisional or continuing application, or such application for reissue and procuring thereof, and for the filing of such disclaimers, without further compensation, but at the expense of said ASSIGNEE, its successors or other legal representatives.

ASSIGNOR does further covenant and agree, that he will, at any time, upon request, communicate to said ASSIGNEE, its successors, assigns, or other legal representatives, at its expense, such facts relating to said invention and Letters Patent or the history thereof, as may be known to him, and testify as to the same in any interference or other litigation, when requested to do so.

IN WITNESS WHEREOF, we have hereunto set our hands this 12th day of March, 2003.

Smith

T. Freemantle

TONY FREEMANTLE
(INVENTOR)