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102511179

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

1. Name of conveying party(ies):

William Oliver

7.24.03

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

FoldedPak LLC  
8547 East Arapahoe Road #J419  
Greenwood Village, CO 80112

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FINANCE SECTION

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other:
- Merger
- Change of Name

Execution Date: May 30, 2003

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)

B. Patent No.(s)

09/726,371

Additional numbers attached?  Yes  No

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

Name: Thomas H. Young  
Address: Merchant & Gould P.C.  
P.O. Box 2903  
Minneapolis, MN 55402-0903

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. Please charge any additional fees or credit any overpayments to our Deposit account number: 13-2725

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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.

Thomas H. Young

Name of Person Signing

*Thomas H. Young*  
Signature

July 24, 2003

Date

Total number of pages including cover sheet, attachments, and document: 13

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PATENT  
REEL: 014316 FRAME: 0398

## ASSIGNMENT OF TECHNOLOGY RIGHTS

**FOR GOOD AND ADEQUATE CONSIDERATION**, the receipt of which is hereby acknowledged, **William Oliver** ("Assignor") hereby assigns, contributes, grants, conveys, sells and sets over to **FoldedPak LLC**, a Colorado limited liability company ("LLC") the property and rights specified hereinbelow.

1. **DEFINITIONS.** As used hereinbelow:

1.1. **"Confidential Information"** shall mean all processes, information, know-how, data files, software source code listings and manufacturing, engineering, design and other software, business, customer, marketing and nonpublic financial information, reports, and trade secrets, including specifications and techniques required to manufacture folded paper cube packaging in general, and as intended to be used in the business of LLC, as well as all information relating to the Technology and the Proprietary Rights.

1.2. **"Documentation"** shall mean flow charts, data files, computer source code listings (fully annotated), circuit diagrams, circuit board artwork, drill plans and assembly drawings, specifications and source control drawings, vendor specifications, component specifications, test specifications and procedures, bills of materials, technical documentation, blueprints, production processes, lists of suppliers with part numbers and price lists, and all other documentation, whether in hard copy or on magnetic media format, useful or desirable in connection with the development, manufacture, use or sale of the Technology or products incorporating the Technology or Proprietary Rights.

1.3. **"Effective Date"** shall mean the date of execution of this Assignment.

1.4. **"Patent Rights"** shall mean patentable inventions, patent applications and patents throughout the World covering all or any part of the Technology or its use.

1.5. **"Proprietary Rights"** shall mean all rights throughout the World in the Technology owned or developed by or otherwise controlled by Assignor, including without limitation Patent Rights, know-how, copyrights and mask works.

1.6. **"Technology"** shall mean all technology and information, including any and all computer programs, designs, trade secrets, copyrights, trademarks, trade names, Confidential Information, relating to operation of the business of producing folded paper cube packaging products and related products, including but not limited to the technology described on Exhibit A.

1.7. **"World or Worldwide"** shall mean throughout the world including the current fifty states of the United States of America.

2. **ASSIGNMENT OF TECHNOLOGY.** Assignor hereby assigns, contributes, grants, conveys, sells and sets over to LLC all of his interest in and to the Worldwide entire right, title and interest in and to the Technology and the Proprietary Rights, including without limitation the right to sue for infringements of Proprietary Rights, the right to perform maintenance or to take any other action whatsoever with respect to the ownership of the Proprietary Rights. Assignor shall retain no rights to the Technology or the Proprietary Rights in the World.

PATENT

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**3. FURTHER ASSURANCES; PATENT APPLICATION COOPERATION.**

Assignor hereby agrees that from time to time Assignor shall take such action and execute and deliver to LLC such additional documents, instruments, certificates and agreements as LLC may reasonably request to effectuate the purposes of this Assignment. The parties acknowledge that included in the Proprietary Rights transferred by this Assignment are one or more patent applications, and that LLC may wish to initiate in the United States or elsewhere in the World one or more additional patent applications based on such Proprietary Rights (collectively, the "Patent Applications" and each a "Patent Application"). Concerning each Patent Application, Assignor shall without additional compensation execute any further papers or documentation that the LLC, in its discretion, deems necessary to perfect LLC's title and other rights to each such Patent Application, resulting patents, and associated Proprietary Rights and Technology. Assignor shall without additional compensation cooperate fully with LLC in attempting to obtain any present or further applicable protection, of whatever type or form, anywhere in the World, concerning each such Patent Application as now or hereafter existing.

**4. GOVERNING LAW.** This Assignment shall be governed by and construed under the internal laws of the state of Colorado, without regard to principles of conflicts of law.

EXECUTED this 30<sup>th</sup> day of May, 2003.



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William Oliver