




Form PTO-1595

**RECORDATION FORM COVER SHEET**  
**PATENTS ONLY**


 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): <b>Minigrip Flexible Packaging Limited</b>  Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	2. Name and address of receiving party(ies) Name: <b>Chepak Limited</b>  Address: <b>27 Ross Reid Place</b> <b>East Tamaki</b> <b>Auckland 1701</b> <b>NEW ZEALAND</b>  Additional name(s) and address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No						
3. Nature of Conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other: _____ Execution Date: <b>December 31, 2003</b>	4. Application number(s) or patent number(s): _____  This document is being filed with a new application, the execution date of the application is:  <table style="width: 100%;"> <tr> <td style="width: 50%;">A. Patent Application No(s). _____</td> <td style="width: 50%;">B. Patent No(s). 6,283,633 and 6,228,012</td> </tr> </table> Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	A. Patent Application No(s). _____	B. Patent No(s). 6,283,633 and 6,228,012				
A. Patent Application No(s). _____	B. Patent No(s). 6,283,633 and 6,228,012						
5. Name and address of party to whom correspondence concerning document should be mailed:  <b>Customer No.: 00466</b> <b>YOUNG &amp; THOMPSON</b> <b>Second Floor</b> <b>745 South 23<sup>rd</sup> Street</b> <b>Arlington, VA 22202</b> <b>Phone: 703-521-2297</b> <b>Fax: 703-685-0573</b>	6. Total number of applications and patents involved: <u>2</u>  7. Total fee (37 CFR 3.41)..... <b>\$80.00</b> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account  8. Deposit Account No. <b>25-0120</b> (Attach duplicate copy of this page if paying by deposit account)						
<b>DO NOT USE THIS SPACE</b>							
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>  <table style="width: 100%;"> <tr> <td style="width: 35%;"><b>Benoît Castel</b></td> <td style="width: 35%; text-align: center;"></td> <td style="width: 30%; text-align: right;">April 29, 2004</td> </tr> <tr> <td>Name of Person Signing</td> <td style="text-align: center;">Signature</td> <td style="text-align: right;">Date</td> </tr> </table> Total number of pages including cover sheet, attachments, and documents: <u>6</u>		<b>Benoît Castel</b>		April 29, 2004	Name of Person Signing	Signature	Date
<b>Benoît Castel</b>		April 29, 2004					
Name of Person Signing	Signature	Date					

Certificate of Transmission

I hereby certify that this correspondence is being facsimile transmitted to the United States Patent and Trademark Office on April 29, 2004.

  
 Patrick Feagans

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**PATENT**  
**REEL: 014580 FRAME: 0205**

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# United States of America Patent Assignment

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Minigrip Flexible Packaging Limited (Assignor)

Cheqpak Limited (Assignee)

UNITED STATES OF AMERICA PATENT ASSIGNMENT

1

Date: 31 December 2003

**PARTIES**

**Minigrip Flexible Packaging Limited**, an incorporated company having its registered office at Auckland, New Zealand (*Assignor*)

**Cheqpak Limited**, an incorporated company having its registered office at Auckland, New Zealand (*Assignee*) 27 Ross Reid Place, East Tamaki, Auckland  
1701 NEW ZEALAND

**BACKGROUND**

- A By agreement for sale and purchase of a business dated on or about 22 December 2003 (*Sale Agreement*), Chequer Corporation Limited, Chequer Packaging Limited and Astron Plastics Limited have each agreed to sell, and Cheqpak Limited, Cheqpak Packaging Limited and Cheqpak Plastics Limited (*the Purchasers*) have each agreed to buy, the assets of the Chequer plastics business including the assets of Minigrip Flexible Packaging Limited (*Business*), including the patents and patent applications set out in Schedule 1 (*Patents*), and the copyright and other rights in the subject matter of the Patents.
- B This document effects, confirms and records the assignment of the Patents to the Assignee, including for purposes of enabling the Assignee to be entered on the United States of America register of patents as proprietor of the Patents.

**BY THIS DEED** the parties agree as follows:

**1 ASSIGNMENT**

The Assignor hereby assigns to the Assignee all the Assignor's right, title, interest and benefit in and to the Patents, including:

- (a) copyright in the subject matter of any of the Patents, and all common law and other rights relating to any of the Patents or the subject matter of any of the Patents (together, *Related Rights*);
- (b) the right to sue and institute proceedings against any person in respect of acts of prior infringement of any of the Patents or Related Rights; and
- (c) in the case of any applications for patent protection which form part of the Patents, the right to progress such applications to registration and all rights conferred by such registrations when granted.

UNITED STATES OF AMERICA PATENT ASSIGNMENT

2

**2 FILES**

The Assignor hereby:

- (a) permits the Assignee to inspect and obtain copies of all of the Assignor's files, and all files held by its solicitors or attorneys, in relation to any of the Patents; and
- (b) consents to its solicitors or attorneys acting for the Assignee in relation to all matters concerning any of the Patents.

**3 EFFECTIVE DATE**

This assignments in this Deed will be effective from the date of this Deed.

**4 FURTHER ASSURANCES**

The Assignor shall, if requested by the Assignee, execute any further documents and do any such thing as the Assignee may reasonably require to enable the Assignee to become registered as proprietor of any of the Patents and to secure the benefits of the rights transferred to the Assignee under this Deed.

**5 COUNTERPARTS**

This Deed may be executed in two or more counterparts, each of which will be deemed to be an original, and all of which together shall constitute one and the same instrument.

**6 GOVERNING LAW AND JURISDICTION**

This Deed is governed by and construed in accordance with New Zealand law and the parties submit to the non-exclusive jurisdiction of the courts of New Zealand.

Signed on behalf of **Minigrip Flexible Packaging Limited** by:

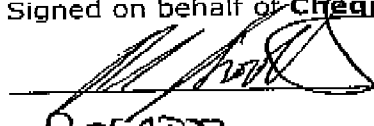
  
\_\_\_\_\_  
Director

  
\_\_\_\_\_  
Director

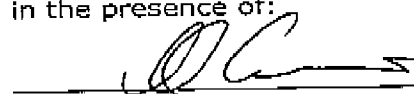
UNITED STATES OF AMERICA PATENT ASSIGNMENT

3

Signed on behalf of **Chengpak Limited** by:

  
DIRECTOR

in the presence of:

  
DIRECTOR

Name:--

Occupation:--

Address:--

UNITED STATES OF AMERICA PATENT ASSIGNMENT

4

**SCHEDULE 1 - PATENTS**

<b>Name</b>	<b>TM No</b>	<b>Country</b>	<b>Date</b>	<b>Registration No.</b>	<b>Renewal Due</b>	<b>Status</b>
Bottom Filled Bag	09/404137	USA	A/D 27/09/99 R/D 04/09/01	6283633	04/03/05	Registered
Bottom Filled Method Post Raid	08/927089	USA	A/D 10/09/97 R/D 21/02/94	6228012	08/11/04	Registered