

01-28-2004

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r copy thereof.

1. Name of Party(ies) conveying an interest:

John Jason Livingston
Erik Edward Gatewood
Brian D. Tyree
Michael L. Vaughn

2. Name and Address of Party(ies) receiving an interest:

Name: BALL CORPORATION
Internal Address:
Street Address: 10 Longs Peak Drive
City: Broomfield
State/Zip: Colorado 80021

Additional name(s) of conveying party(ies) attached?

Yes No

Additional name(s) and addresses attached?

Yes No

3. Description of the interest conveyed:

Assignment Change of Name Other:

Security Agreement Merger

Execution Date: Livingston 11/14/2003; Gatewood 11/13/2003; Tyre 11/14/2003; Vaughn 11/13/2003

4. Application number(s) or patent number(s). Additional sheet attached? Yes No

If this document is being filed together with a new application, the execution date of the application is:

As to: Livingston 1/5/2004; Gatewood 1/5/2004; Tyree 1/12/2004; Vaughn 1/19/2004

A. Patent Application No.(s)

~~10~~ 29197878

Date

B. Patent No.(s)

Additional numbers attached? Yes No

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

A. James Richardson
BRINKS HOFER GILSON & LIONE
One Indiana Square, Suite 1600
Indianapolis, IN 46204
(317) 636-0886

6. Number of applications and patents involved: 1

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

Enclosed
 Authorized to be charged to Deposit Account No. 23-1925

8. Please charge any deficiencies in fee or credit any overpayment to Deposit Account No. 23-1925.

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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.

A. James Richardson
Name of Person Signing


Signature

1/21/04
Date

Total number of pages including cover sheet, attachments, and document: 5

2387 U.S.PTO
29/197878



012104

Filed _____

Our File No. 580/4094

ASSIGNMENT
(for multiple inventors)

WHEREAS, John Jason Livingston, Erik Edward Gatewood, Brian D. Tyree and Michael L. Vaughn, hereinafter referred to as "Assignors", have made a new and useful invention described in the United States patent application entitled BOTTLE for which Assignors have made or will make application for Letters Patent of the United States; and

WHEREAS, Ball Corporation, hereinafter referred to as "Assignee", a corporation of Indiana, having a principal place of business at 10 Longs Peak Drive, Broomfield, Colorado 80021, desires to acquire all of the entire right, title, and interest in, to and under said invention disclosed, described and claimed or intended so to be in said application, and in, to and under said application, and in, to and under any and all Letters Patent, United States and foreign, which may be obtained therefor and thereon;

NOW, THEREFORE, to all whom it may concern, be it known that for and in consideration of the sum of One Dollar (\$1.00) and other good, valuable and sufficient consideration to Assignors in hand paid, the receipt of which is hereby acknowledged, Assignors have sold, assigned and transferred, and by these presents do sell, assign and transfer unto Assignee, all of the entire right, title, and interest in, to and under said invention disclosed, described and claimed or intended so to be in said application, and in, to and under said application, and any and all other applications thereon and arising therefrom, including any and all divisions and continuations thereof, and any and all patents to be issued and obtained therefor and thereon, United States and foreign, including all reissues and extensions thereof.

Assignors agree to execute all papers necessary in connection with any interference which may be declared or litigation concerning the application or continuation, division, reissue or reexamination thereof, and to cooperate with the Assignee in every way possible in obtaining evidence and going forward with such interference or litigation.

Assignors agree to execute all papers and documents and perform any act which may be necessary in connection with claims or provisions of the International Convention for Protection of Industrial Property or similar agreements.

Assignors agree to sign and execute any and all other papers necessary or desirable for the procurement of Letters Patent on said invention in this and all foreign countries for the use of Assignee.

Assignors agree to do all other acts which, in the opinion of Assignee, may be necessary or desirable to secure the grant of Letters Patent to Assignee or its nominees, in the United States and in all other countries where Assignee may desire to have such inventions, or any of them, patented, with specifications and claims in such form as shall be approved by Assignee and to vest and confirm in Assignee or its nominees the full and complete legal and equitable title to all such Letters Patent.

Assignors hereby authorize and request the Commissioner of Patents to issue any and all Letters Patent of the United States resulting from said application or any divisions or continuing or reissue applications thereof, and any reexamination of any of such applications, to the said Assignee, as Assignee of the entire interest, and hereby covenants that the undersigned have full right to convey the interest herein assigned, and that the undersigned have not executed, and will not execute, any agreement to conflict herewith.


Assignors hereby grant the attorney of record 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 and Trademark Office for the recordation of this document.

IN WITNESS WHEREOF, the Assignors have executed this agreement as of the date indicated hereunder.

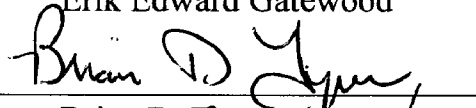
Date: 11/14/03


John Jason Livingston

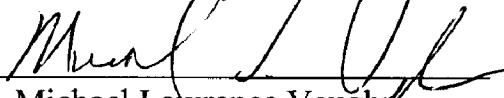
Date: 11/13/03


Erik Edward Gatewood

Date: 11/14/2003


Brian D. Tyree

Date: 11/13/03


Michael Lawrence Vaughn

STATE OF COLORADO)
) SS:
COUNTY OF BROOMFIELD)

Before me, a Notary Public in and for said County and State, personally appeared John Jason Livingston, known to me to be the person whose name is subscribed to the foregoing document, and acknowledged to me that he executed the same for the purposes and considerations therein expressed.

Given under my hand and seal of office this 14 day of November, 2003.

Jayne Rutten
Notary Public

My Commission Expires: 8/19/2007

STATE OF COLORADO)
) SS:
COUNTY OF BROOMFIELD)

Before me, a Notary Public in and for said County and State, personally appeared Erik Edward Gatewood known to me to be the person whose name is subscribed to the foregoing document, and acknowledged to me that he executed the same for the purposes and considerations therein expressed.

Given under my hand and seal of office this 13 day of November, 2003.

Jayne Rutten
Notary Public

My Commission Expires: 8/19/2007

STATE OF COLORADO)
) SS:
COUNTY OF BROOMFIELD)

Before me, a Notary Public in and for said County and State, personally appeared Brian D. Tyree known to me to be the person whose name is subscribed to the foregoing document, and acknowledged to me that he executed the same for the purposes and considerations therein expressed.

Given under my hand and seal of office this 14 day of November, 2003.

Jayne Rutten
Notary Public

My Commission Expires: 8/19/2007

