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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Christina M. Tranfaglia	02/10/2004
Robert L. Baittie	02/16/2004
David E. Barnard	03/02/2004
Richard A. Nelipovich	03/24/2004
Cory R. Boudreau	02/26/2004
Ami M. Verhalen	02/26/2004

RECEIVING PARTY DATA

Name:	Pactiv Corporation
Street Address:	1900 West Field Court
City:	Lake Forest
State/Country:	ILLINOIS
Postal Code:	60045

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	29198426

CORRESPONDENCE DATA

Fax Number: (202)371-5950

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (212) 294-3315 Email: Ichiarin@winston.com Daniel J. Hulseberg Correspondent Name: Address Line 1: 1400 L. Street, N.W. Address Line 2: Patent Department

Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

NAME OF SUBMITTER: Lisa Chiarini

> **PATENT REEL: 015073 FRAME: 0001**



PATENT REEL: 015073 FRAME: 0002

ASSIGNMENT BY INVENTORS

THIS ASSIGNMENT, by Christina M. Tranfaglia; Robert L. Baittie; David E. Barnard; Richard A. Nelipovich; Cory R. Boudreau; and Ami M. Verhalen (hereinafter referred to as Assignors), residing at 2305 Robincrest Lane, Glenview, Illinois 60025; 309 Tally Ho Drive, Vernon Hills, Illinois 60061; 2011 Goodrich Avenue, Suite 101, St. Paul, Minnesota 55105; 2706 Commercial Ave., Madison, Wisconsin 53704; 4309 Odana Road, Madison, Wisconsin 53711; and 231 Valley Ridge Drive, Sun Prairie, Wisconsin 53590, respectively;

WHEREAS, Assignors have invented certain new and useful improvements in **EATING UTENSIL**, set forth in a Design application for Letters Patent of the United States, already filed on January 28, 2004 as U.S. application No. 29/198,426; and

WHEREAS, Pactiv Corporation, a Corporation organized under and pursuant to the laws of Delaware having its principal place of business at 1900 West Field Court, Lake Forest, Illinois 60045 (hereinafter referred to as Assignee), is desirous of acquiring the entire right, title and interest in and to said inventions and said Application for Letters Patent of the United States, and in and to any Letters Patent of the United States to be obtained therefore and thereon.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, Assignors have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions and application for Letters Patent, and in and to any and all direct and indirect divisions, continuations and continuations-in-part of said application, and any and all Letters Patent in the United States and all foreign countries which may be granted therefore and thereon, and reissues, reexaminations and extensions of said Letters Patent, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by Assignee, for its own use and benefit and the use

PATENT REEL: 015073 FRAME: 0003 and benefit of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent may be granted and/or extended, as fully and entirely as the same would have been held and enjoyed by Assignors, had this sale and assignment not been made.

AND for the same consideration, Assignors hereby represent and warrant to Assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, except for any rights, titles and/or interests that have arisen to Assignee under law or that have already been transferred to Assignee, Assignors are the sole and lawful owners of the entire right, title and interest in and to the said inventions and application for Letters Patent above-mentioned, and that the same are unencumbered and that Assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, Assignors hereby covenant and agree to and with Assignee, its successors, legal representatives and assigns, that Assignors will sign all papers and documents, take all lawful oaths and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of any Letters Patent and applications for Letters Patent for said inventions, without charge to Assignee, its successors, legal representatives and assigns, whenever counsel of Assignee, or counsel of its successors, legal representatives and assigns, shall advise: that any proceeding in connection with said inventions, or said Design application for Letters Patent, or any proceeding in connection with any Letters Patent or applications for Letters Patent for said inventions in any country, including but not limited to interference proceedings, is lawful and desirable; or, that any division, continuation or continuation-in-part of any application for Letters Patent, or any reissue, reexamination or extension of any Letters Patent, to be obtained thereon, is lawful and desirable.

AND Assignors hereby request the Commissioner of Patent and Trademarks to issue said Letters Patent of the United States to Assignee, as Assignee of said inventions and the

PATENT REEL: 015073 FRAME: 0004 Letters Patent to be issued thereon, for the sole use and benefit of Assignee, its successors, legal representatives and assigns.

AND Assignors hereby grant the following individuals 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 recordation of this document:

JENKENS & GILCHRIST, A PROFESSIONAL CORPORATION

All practitioners at Customer Number 30223

AND Assignors acknowledge an obligation of assignment of this invention to Assignee at the time the invention was made.

Christina M. Tranfeiglia
Christina M. Tranfaglia
Date: <u>Lebers 10, 200</u> 4
United States of America)
State of the using ss.:
County of Kake)
On this <u>forth</u> day of <u>Refuerry</u> , <u>2004</u> , before me personally came <u>Christina M. Tranfaglia</u> , to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same.
Notary Public OFFICIAL SEAL MARILYN S KAHN NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:03/15/08

	Robert L. Baittie
Date: February 16th, 20	04
United States of America State of ///////////////////////////////////	OFFICIAL SEAL HEID! MEYEROWITZ NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES: 11-15-06
On this /// day of Februa personally came Robert L. Baittie described in and who executed the foregoing ins	, to me known to be the individual
of the same.	Notary Public Notary Public
	David E. Barnard
Date: March 2nd 2004	
United States of America State of Minnesota County of Kamsey Output Output	
On this day of March personally came David E. Barnard described in and who executed the foregoing inst	to me known to be the individual rument, and acknowledged execution
of the same. KAREN L. JOHNSON Notary Public	Karen Gohnen Notary Public
Minnesota My Commission Expires Jan. 31, 2008	

	Richard A. Nelipovich
Date: 3/24/04	
United States of America) State of Michigan) ss.: County of Cakland)	
On this <u>auth</u> day of <u>March</u> personally came <u>Richard A. Nelipovich</u> described in and who executed the foregoing instruction of the same.	to me known to be the individual rument, and acknowledged execution
KARYN HOWLEY Notary Public, Oakland County, MI My Commission Expires 01/27/2008	Kaup Howley Novary Public
	Cory R. Boudreau
Date: 2/26/04	
United States of America State of Wisconsin) ss.: County of Dane	
On this 24 day of February personally came Cory R. Boudreau described in and who executed the foregoing instruction of the same.	, LOOF, before me to me known to be the individual rument, and acknowledged execution Notary Public
	Trotally Lubite

Ami M. Verhalen

2004 , before me 26 day of __, _____, before me __, to me known to be the individual Ami M. Verhalen personally came described in and who executed the foregoing instrument, and acknowledged execution of the same.

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CHICAGO 276667V1 47097-01293USPD

Date:

County of

United States of America State of Wisconsin

Dane

PATENT REEL: 015073 FRAME: 0008

RECORDED: 09/03/2004