

05-26-2004



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1. Name of conveying party(ies):

Name CHRISTINA M. TRANFAGLIA
Name ROBERT L. BAITTIE
Name MITCHELL A. LOPATA

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

☐ Yes ☒ No

3. Nature of conveyance:

☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other

Execution Date: February 10, 15, 16, 2004

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

Name: Pactiv Corporation

Internal Address:

Street Address: 1900 West Field Court

City: Lake Forest State: Illinois Country: U.S.A.

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

4. Application number(s) or registration 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) 29/198,410, filed January 28, 2004

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Name: John C. Gatz

Internal Address:

JENKENS & GILCHRIST

Street Address: 225 West Washington, Suite 2600

City: Chicago State: IL Zip: 60606-3418

6. Total number of applications and patents involved: 1

7. Total fee (37 C.F.R. 3.41)----- \$ 40.00

☒ Enclosed☒ Authorized to be charged to deposit account if payment is inadequate.

8. Deposit account number:

10-0447 (47097-01298USPD)

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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.

John C. Gatz, Reg. No. 41,774

Name of Person Signing

Signature

May 19, 2004

Date

05/25/2004 GTOM11 00000022 29198410

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

01 FC:0021

40.00 DP

Mail documents to be recorded with required cover sheet information to:

Mail Stop Assignment Recordation Services
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P.O. Box 1450, Alexandria, VA 22313-1450

ASSIGNMENT BY INVENTORS

THIS ASSIGNMENT, by Christina M. Tranfaglia; Robert L. Baittie; Mitchell A. Lopata (hereinafter referred to as Assignors), residing at 2305 Robincrest Lane, Glenview, Illinois 60025; 309 Tally Ho Drive, Vernon Hills, Illinois 60061; 9213 Kilbourn Avenue, Skokie, Illinois 60076, 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. 29/198,410; 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 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 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.

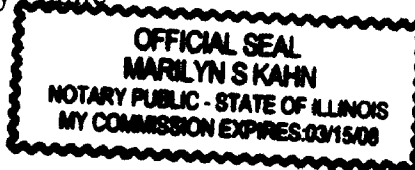
Christina M. Tranfaglia
Christina M. Tranfaglia

Date: February 10, 2004

United States of America)
State of Illinois) ss.:
County of DeKalb)

On this 10th day of February, 2004, before me personally came Christina M. Tranfaglia, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same.

Marilyn S. Kahn
Notary Public



Robert L. Baittie
Robert L. Baittie

Date: February 16, 2004



United States of America)
State of Illinois) ss.:
County of Cook)

On this 16th day of February, 2004, before me
personally came Robert L. Baittie, to me known to be the individual
described in and who executed the foregoing instrument, and acknowledged execution
of the same.

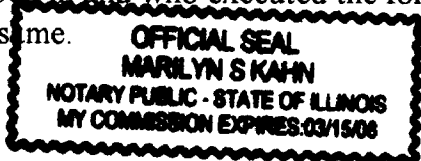
Heidi Meyerowitz
Notary Public

Mitchell A. Lopata
Mitchell A. Lopata

Date: March 15, 2004

United States of America)
State of Illinois) ss.:
County of Lake)

On this 15th day of March, 2004, before me
personally came Mitchell A. Lopata, to me known to be the individual
described in and who executed the foregoing instrument, and acknowledged execution
of the same.



Marilyn S. Kahn
Notary Public