

05-26-2004



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HEET U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

22154 U.S. PTO 29/205618



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

<p>1. Name of conveying party(ies): Michael J. Kelly (05/06/2004) and Ed Roubal (05/13/2004)</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies)</p> <p>Name: <u>GRAHAM PACKAGING COMPANY, L.P.</u></p> <p>Internal Address: _____</p> <p>Street Address: _____</p> <p>2401 Pleasant Valley Road</p>
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<p>3. Nature of Conveyance:</p> <p><input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger</p> <p><input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name</p> <p><input type="checkbox"/> Other _____</p> <p>Execution Date: <u>see Box 1, conveying parties</u></p>	<p>City: <u>York</u></p> <p>State: <u>PA</u> Zip: <u>17402</u></p> <p>Additional name(s) & address(es) attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
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<p>4. Application number(s) or patent number(s): <u>29 205 618</u></p> <p>If this document is being filed together with a new application, the execution date of the new application is: <u>May 19, 2004</u></p> <p>A. Patent Application No.(s): This application</p> <p>B. Patent No.(s): <u>5-19-04</u></p> <p>Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	
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<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: James R. Burdett VENABLE LLP</p> <p>Internal Address: Atty. Dkt.: 29953-200700</p> <p>Street Address: P.O. Box 34385</p> <p>City: <u>Washington</u> State: <u>DC</u> Zip: <u>20043-9998</u></p>	<p>6. Total number of applications and patents involved: <u>1</u></p> <p>7. Total fee (37 CFR 3.41) \$ <u>40.00</u></p> <p><input checked="" type="checkbox"/> Enclosed</p> <p><input type="checkbox"/> Authorized to be charged to deposit account</p> <p><input type="checkbox"/> Authorized to be charged to credit card (Form 2038 enclosed)</p> <p>8. Deposit account number: <u>22-0261</u> (Attach duplicate copy of this page if paying by deposit account)</p>
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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.

Catherine M. Voorhees - 33,074 Catherine M. Voorhees May 19, 2004
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and documents: 3

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ASSIGNMENT BY INVENTORS

THIS ASSIGNMENT, by Michael J. Kelly and Ed Roubal (hereinafter referred to as Assignors), residing at 909 Aspen Lane, Red Lion, Pennsylvania and 91 Smokebox Circle, Stewartstown, Pennsylvania 17363, respectively;

WHEREAS, Assignors have invented certain new and useful improvements in CONTAINER, set forth in a Design application for Letters Patent of the United States, filed herewith; and

WHEREAS, GRAHAM PACKAGING COMPANY, L.P., a Limited Partnership organized under and pursuant to the laws of Delaware having its principal place of business at 2401 Pleasant Valley Road, York, Pennsylvania 17402 (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.

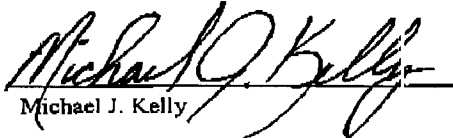
AND Assignors hereby grant the following individuals the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document:

VENABLE LLP

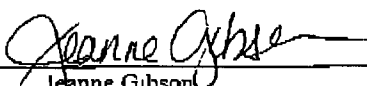
All practitioners at Customer Number 26694

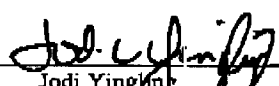
AND Assignors acknowledge an obligation of assignment of this invention to Assignee at the time the invention was made.

5/06/04
Date

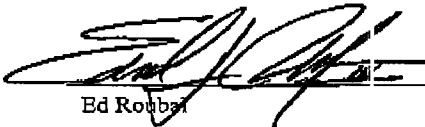

Michael J. Kelly

WITNESS:

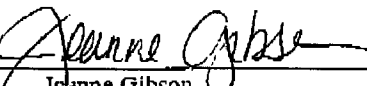
Signature: 
Name: Jeanne Gibson
Address: 438 Big Sky Drive
Etters, Pennsylvania 17319


Signature: 
Name: Jodi Yingling
Address: 131 N. Mannheim Street
York, Pennsylvania 17402

5/13/04
Date


Ed Rouba

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Signature: 
Name: Jeanne Gibson
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Signature: 
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York, Pennsylvania 17402

DC2/532401