

Form PTO-1595  
(Rev. 6/93)  
OMB No. 0651-0011

RE

06-16-2004



U. S. Dept. of Commerce  
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To the Honor  
Please record 102770016 102770016 original documents or copy thereof

## 1. Name of Conveying Party(ies):

Michael John Borgerson, Richard Girsch and Anthony Palmer

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

☐ Yes ☐ No ☒ X

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

Name: Kellogg Company

Street Address: One Kellogg Square, P.O. Box 3599

City: Battle Creek State: Michigan Zip: 49016-3599

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

## 3. Nature of conveyance:

☒ X Assignment ☐ Merger  
☐ Security Agt. ☐ Change of Name  
☐ Other \_\_\_\_\_

Execution Date: May 7, 2004; March 16, 2004; May 6,

2004

## 4. Application number(s) or patent number(s):

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

A. Patent Application No.(s) B. Patent No(s).

29/202,025, filed March 24, 2004

Additional numbers attached: ☐ Yes ☒ X No

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

Name: Randall L. Shoemaker, Reg. No. 43, 118

Internal Address: Howard & Howard Attorneys, P.C.

Street Address: 39400 Woodward Avenue, Suite 101

City: Bloomfield Hills State: Michigan Zip: 48304-5151

## 6. Total no. of applications and patents involved

One

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

☒ X

Enclosed

Authorized to be charged to deposit account

## 8. Deposit account number:

08-2789

(Attach duplicate copy of this page if paying by deposit account)

06/15/2004 LMUELLER 00000154 29202025

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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.*

Randall L. Shoemaker, Reg. No. 43, 118

Name of Person Signing

Signature

June 9, 2004

Date

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

## ASSIGNMENT

WHEREAS, we, **Michael John Borgerson, Richard Girsch and Anthony Palmer**, (hereinafter referred to as Assignors), residing respectively at **178 Hidden Forest Road, Battle Creek Michigan 49014; 865 High Ridge Road, Unit #1, Stamford Connecticut, 06905 and 7379 Cottage Oak Drive, Portage, Michigan 49002**, have invented new and useful improvements in:

### **BOTTLE**

which is set forth in a design application in the United States having the attorney docket number **67,500-645** and serial number **29/202,025** filed on **March 24, 2004**.

AND WHEREAS, **Kellogg Company**, (hereinafter referred to as Assignee), of **One Kellogg Square, P.O. Box 3599, Battle Creek, Michigan 49016-3599**, is desirous of acquiring the entire right, title and interest in and to said invention and said Letters Patent of the United States, and in and to any Letters Patent or Patents, United States or foreign, to be obtained therefor and thereon:

NOW, THEREFORE, be it known by all whom it may concern, that for and in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the Assignors have assigned, sold and set over, and by these presents assign, sell and set over unto the Assignee, its successors, legal representatives and assigns, for the territory of the United States of America and all foreign countries, the entire right, title and interest in and to said invention, said application for Letters Patent, including the right to file foreign patent applications corresponding to said application, and the right to claim the priority date of said United States patent application and any legal equivalents thereof, and any and all Letters Patent or Patents in the United States of America and all foreign countries which may be granted therefor and thereon, and to any and all divisions, continuations, and continuations-in-part of said application, or re-issues or extensions of said Letters Patent or Patents prepared and executed by Assignors on even date herewith, the same to be held and enjoyed by the Assignee, as fully and entirely as the same would have been held by the Assignors had this Assignment and sale not been made.

AND the Assignors hereby covenant and agree that the Assignors will at any time upon the request and at the expense of the Assignee execute and deliver any and all papers and do all lawful acts that may be necessary or desirable to perfect the title to said invention and to obtain Letters Patent therefor, and the Assignors hereby authorize and request the Commissioner of Patents to issue said Letters Patent to the said Assignee in accordance with this Agreement.

IN TESTIMONY WHEREOF, I hereunto set my hand at Battle Creek, in  
the State of Michigan, this 7<sup>th</sup> day of May, 2004.

Michael John Borgerson  
Michael John Borgerson

STATE OF Michigan )  
COUNTY OF Calhoun )

Before me personally appeared said **Michael John Borgerson**, and acknowledged the  
foregoing instrument to be his own free act and deed, this 7<sup>th</sup> day of May,  
2004.

GINGER R.C. KAMPS  
Notary Public

SEAL

**GINGER R.C. KAMPS**  
Notary Public, Calhoun County, MI  
My Commission Expires October 23, 2007

IN TESTIMONY WHEREOF, I hereunto set my hand at Norwalk, in  
the State of Connecticut, this 16<sup>th</sup> day of March, 2004.

Richard S. Girsch  
Richard Girsch

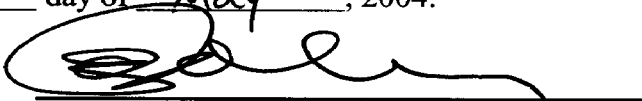
STATE OF Connecticut )  
COUNTY OF Fairfield ) ss. Norwalk, CT

Before me personally appeared said **Richard Girsch** and acknowledged the foregoing  
instrument to be his own free act and deed, this 16<sup>th</sup> day of March, 2004.

Doreen L. Miner  
Notary Public

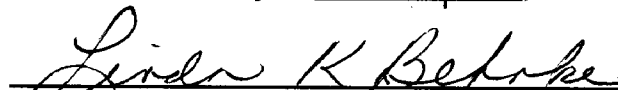
SEAL

IN TESTIMONY WHEREOF, I hereunto set my hand at Battle Creek, in  
the State of Michigan, this 6<sup>th</sup> day of May, 2004.

  
Anthony Palmer

STATE OF Michigan )  
 )  
COUNTY OF Calhoun )

Before me personally appeared said **Anthony Palmer**, and acknowledged the foregoing  
instrument to be his own free act and deed, this 6<sup>th</sup> day of May, 2004.

  
Notary Public

SEAL

LINDA K. BEHNKE  
Notary Public, Calhoun County, MI  
My Commission Expires 06/01/2007