

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
David K. Orr	01/11/2005
Ashwin N. Shah	01/10/2005
Thomas J. Hayes	01/05/2005
Michael J. Maczuzak	01/11/2005
Jeff Wolcott	01/06/2005
Jesse P Carlson	01/07/2005

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:	29215059

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: lchiarini@winston.com

Correspondent Name: Daniel J. Hulseberg

Address Line 1: 1400 L Street, N.W.

Address Line 4: Washington, DISTRICT OF COLUMBIA 20005-3502

NAME OF SUBMITTER:

Daniel J. Hulseberg

Total Attachments: 24

PATENT

500017724

REEL: 015584 FRAME: 0670

CH \$40.00 29215059

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ASSIGNMENT

WHEREAS,

David K. ORR, a citizen of Canada residing at 12221 Clifton Blvd., Apt. 12, Lakewood, OH 44107;

Ashwin N. SHAH, a citizen of the United States residing at 6 Streamview Circle, Fairport, NY 14450;

Thomas J. HAYES, a citizen of the United States residing at 28223 W. Ridge Rd., McHenry, IL 60051;

Michael J. MACZUZAK, a citizen of the United States residing at 10405 Burton Avenue, Bratenahl, OH 44114;

Jeff WOLCOTT, a citizen of the United States residing at 18377 Springwood Drive, Grayslake, IL 60030; and

Jesse P. CARLSON, a citizen of the United States residing at 30611 Ashton Lane, Bay Village, OH 44140.

(hereinafter referred to as "ASSIGNORS"), as joint inventors have invented a new invention for CUP, for which an application for United States Letters Patent, as the case may be, and as identified by Winston & Strawn Docket No. 086012-50697 USPD; which

- ☐ is being filed concurrently with the recordation of this Assignment.
- ☒ was filed on **October 12, 2004** as Application No. **29/215,059**.

WHEREAS, **PACTIV CORPORATION**, a corporation organized and existing under the laws of the State 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 obtaining our entire right, title and interest in, to and under the said invention and the said application:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNORS have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto ASSIGNEE, its successors, legal representatives and assigns, the entire right, title and interest

in, to and under said invention and said United States provisional application or said application for United States Letters Patent, as the case may be, and said invention in all applications claiming priority thereto or converted therefrom, and all divisions, renewals, continuations and continuations-in-part thereof, and all Patents of the United States which may be granted thereon and all reissues, reexaminations and extensions thereof; and all applications for industrial property protection, including, without limitation, all applications for patents, utility models, and designs which may hereafter be filed for said invention in any country or countries other than the United States, together with the right to file such applications and the right to claim for the same the priority rights derived from said United States application under the Patent Laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all forms of industrial property protection, including, without limitation, patents, utility models, inventors' certificates and designs which may be granted for said invention in any country or countries foreign to the United States and all extensions, renewals and reissues thereof;

ASSIGNORS hereby authorize and request the Commissioner of Patents and Trademarks of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument;

ASSIGNORS hereby covenant and agree that ASSIGNORS have full right to convey the entire right, title and interest herein assigned, that such right, title and interest is unencumbered, and that ASSIGNORS have not executed, and will not execute, any agreement in conflict herewith;

ASSIGNORS further agree to execute any and all powers of attorney, applications, assignments, declarations, affidavits and any other papers in connection therewith necessary to perfect such rights, title and interest in ASSIGNEE, its successors, legal representatives and assigns;

ASSIGNORS further covenant and agree that ASSIGNORS will communicate to ASSIGNEE, its successors, legal representatives and assigns, any facts known to us respecting said invention, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing, reissue, reexamination, foreign applications or other such Letters Patent, make all rightful oaths, and generally do everything possible to aid ASSIGNEE or, its successors, legal representatives and assigns, to obtain and enforce proper protection for said invention in all countries;

JOINT

Winston & Strawn Docket 86012-50697 USPD

ASSIGNORS hereby authorize ASSIGNEE's patent attorney to complete this form by the addition of the application number, application filing date, and attorney docket number, if necessary.

JOINT

Winston & Strawn Docket 86012-50697 USP

In witness whereof, ASSIGNORS, individually, have affixed our signature.

JAN 11, 2005
Date

David K. Orr
David K. Orr

STATE OF OHIO)
COUNTY OF CUYAHOGA)

On this 11th day of JANUARY, 2005, before me, a Notary Public, personally appeared **David K. Orr**, to me known and known to me to be the person of that name, who signed the foregoing instrument and acknowledged the same to be his/her free act and deed.

Adriana V. Trimbitas
Notary Public

July 24, 2005
My Commission Expires

ADRIANA V. TRIMBITAS, Notary Public
State of Ohio
My Commission Expires July 24, 2005

Date

Ashwin N. Shah

STATE OF)
COUNTY OF)

On this _____ day of _____, 200_, before me, a Notary Public, personally appeared **Ashwin N. Shah**, to me known and known to me to be the person of that name, who signed the foregoing instrument and acknowledged the same to be his/her free act and deed.

Notary Public

My Commission Expires

Date

Thomas J. Hayes

STATE OF)

COUNTY OF)

On this _____ day of _____, 200_, before me, a Notary Public, personally appeared Thomas J. Hayes, to me known and known to me to be the person of that name, who signed the foregoing instrument and acknowledged the same to be his/her free act and deed.

Notary Public

My Commission Expires

Date

1/11/05

Michael J. Maczuzak

Michael J. Maczuzak

STATE OF OHIO)

COUNTY OF CUYAHOGA)

On this 11th day of JANUARY, 2005, before me, a Notary Public, personally appeared Michael J. Maczuzak, to me known and known to me to be the person of that name, who signed the foregoing instrument and acknowledged the same to be his/her free act and deed.

Notary Public

Adriana V. Trindas

My Commission Expires

July 24, 2005

ADRIANA V. TRINDAS, Notary Public
State of Ohio
My Commission Expires July 24, 2005

JOINT

Winston & Strawn Docket 86012-50697 USPD

Date

Jeff Wolcott

STATE OF)

COUNTY OF)

On this _____ day of _____, 200_, before me, a Notary Public, personally appeared Jeff Wolcott, to me known and known to me to be the person of that name, who signed the foregoing instrument and acknowledged the same to be his/her free act and deed.

Notary Public

My Commission Expires

01.07.05

Date



Jesse P. Carlson

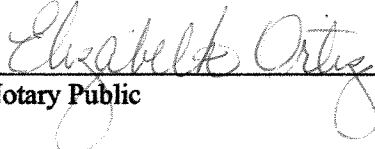
STATE OF OHIO)

COUNTY OF Cuyahoga)

On this 7 day of January, 2005, before me, a Notary Public, personally appeared Jesse P. Carlson, to me known and known to me to be the person of that name, who signed the foregoing instrument and acknowledged the same to be his/her free act and deed.

ELIZABETH ORTIZ
Notary Public, State of Ohio
My Commission Expires April 14, 2009

My Commission Expires



Notary Public

ASSIGNMENT

WHEREAS,

David K. ORR, a citizen of Canada residing at 12221 Clifton Blvd., Apt. 12, Lakewood, OH 44107;

Ashwin N. SHAH, a citizen of the United States residing at 6 Streamview Circle, Fairport, NY 14450;

Thomas J. HAYES, a citizen of the United States residing at 28223 W. Ridge Rd., McHenry, IL 60051;

Michael J. MACZUZAK, a citizen of the United States residing at 10405 Burton Avenue, Bratenahl, OH 44114;

Jeff WOLCOTT, a citizen of the United States residing at 18377 Springwood Drive, Grayslake, IL 60030; and

Jesse P. CARLSON, a citizen of the United States residing at 30611 Ashton Lane, Bay Village, OH 44140.

(hereinafter referred to as "ASSIGNORS"), as joint inventors have invented a new invention for **CUP**, for which an application for United States Letters Patent, as the case may be, and as identified by Winston & Strawn Docket No. 086012-50697 USPD; which

- ☐ is being filed concurrently with the recordation of this Assignment.
- ☒ was filed on **October 12, 2004** as Application No. **29/215,059**.

WHEREAS, **PACTIV CORPORATION**, a corporation organized and existing under the laws of the **State 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 obtaining our entire right, title and interest in, to and under the said invention and the said application:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNORS have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto ASSIGNEE, its successors, legal representatives and assigns, the entire right, title and interest

in, to and under said invention and said United States provisional application or said application for United States Letters Patent, as the case may be, and said invention in all applications claiming priority thereto or converted therefrom, and all divisions, renewals, continuations and continuations-in-part thereof, and all Patents of the United States which may be granted thereon and all reissues, reexaminations and extensions thereof; and all applications for industrial property protection, including, without limitation, all applications for patents, utility models, and designs which may hereafter be filed for said invention in any country or countries other than the United States, together with the right to file such applications and the right to claim for the same the priority rights derived from said United States application under the Patent Laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all forms of industrial property protection, including, without limitation, patents, utility models, inventors' certificates and designs which may be granted for said invention in any country or countries foreign to the United States and all extensions, renewals and reissues thereof;

ASSIGNORS hereby authorize and request the Commissioner of Patents and Trademarks of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument;

ASSIGNORS hereby covenant and agree that ASSIGNORS have full right to convey the entire right, title and interest herein assigned, that such right, title and interest is unencumbered, and that ASSIGNORS have not executed, and will not execute, any agreement in conflict herewith;

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ASSIGNORS further covenant and agree that ASSIGNORS will communicate to ASSIGNEE, its successors, legal representatives and assigns, any facts known to us respecting said invention, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing, reissue, reexamination, foreign applications or other such Letters Patent, make all rightful oaths, and generally do everything possible to aid ASSIGNEE or, its successors, legal representatives and assigns, to obtain and enforce proper protection for said invention in all countries;

JOINT

Winston & Strawn Docket 86012-50697 USPD

ASSIGNORS hereby authorize ASSIGNEE's patent attorney to complete this form by the addition of the application number, application filing date, and attorney docket number, if necessary.

JOINT

Winston & Strawn Docket 86012-50697 USPD

In witness whereof, ASSIGNORS, individually, have affixed our signature.

Date

David K. Orr

STATE OF _____)

COUNTY OF _____)

On this _____ day of _____, 200_, before me, a Notary Public, personally appeared **David K. Orr**, to me known and known to me to be the person of that name, who signed the foregoing instrument and acknowledged the same to be his/her free act and deed.

Notary Public

My Commission Expires

January 10, 2005
Date

Ashwin N. Shah
Ashwin N. Shah

STATE OF New York)
COUNTY OF Ontario)

On this 10th day of January, 2005 before me, a Notary Public, personally appeared **Ashwin N. Shah**, to me known and known to me to be the person of that name, who signed the foregoing instrument and acknowledged the same to be his/her free act and deed.

SUZANNE L. PARMENTER
Notary Public State of New York
Ontario County Reg #01PA5074941
Commission Expires March 24, 2007

Suzanne L. Parmenter
Notary Public

My Commission Expires

JOINT

Winston & Strawn Docket 86012-50697 USPD

Date

Thomas J. Hayes

STATE OF)

)

COUNTY OF)

)

On this _____ day of _____, 200_, before me, a Notary Public,
personally appeared **Thomas J. Hayes**, to me known and known to me to be the person of
that name, who signed the foregoing instrument and acknowledged the same to be his/her
free act and deed.

Notary Public

My Commission Expires

Date

Michael J. Maczuzak

STATE OF)

)

COUNTY OF)

)

On this _____ day of _____, 200_, before me, a Notary Public,
personally appeared **Michael J. Maczuzak**, to me known and known to me to be the person
of that name, who signed the foregoing instrument and acknowledged the same to be his/her
free act and deed.

Notary Public

My Commission Expires

JOINT

Winston & Strawn Docket 86012-50697 USPD

Date

Jeff Wolcott

STATE OF)

)

COUNTY OF)

)

On this _____ day of _____, 200_, before me, a Notary Public,
personally appeared **Jeff Wolcott**, to me known and known to me to be the person of that
name, who signed the foregoing instrument and acknowledged the same to be his/her free act
and deed.

Notary Public

My Commission Expires

Date

Jesse P. Carlson

STATE OF)

)

COUNTY OF)

)

On this _____ day of _____, 200_, before me, a Notary Public,
personally appeared **Jesse P. Carlson**, to me known and known to me to be the person of that
name, who signed the foregoing instrument and acknowledged the same to be his/her free act
and deed.

Notary Public

My Commission Expires

ASSIGNMENT

WHEREAS,

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Thomas J. HAYES, a citizen of the United States residing at 28223 W. Ridge Rd., McHenry, IL 60051;

Michael J. MACZUZAK, a citizen of the United States residing at 10405 Burton Avenue, Bratenahl, OH 44114;

Jeff WOLCOTT, a citizen of the United States residing at 18377 Springwood Drive, Grayslake, IL 60030; and

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- ☒ was filed on **October 12, 2004** as Application No. **29/215,059**.

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in, to and under said invention and said United States provisional application or said application for United States Letters Patent, as the case may be, and said invention in all applications claiming priority thereto or converted therefrom, and all divisions, renewals, continuations and continuations-in-part thereof, and all Patents of the United States which may be granted thereon and all reissues, reexaminations and extensions thereof; and all applications for industrial property protection, including, without limitation, all applications for patents, utility models, and designs which may hereafter be filed for said invention in any country or countries other than the United States, together with the right to file such applications and the right to claim for the same the priority rights derived from said United States application under the Patent Laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all forms of industrial property protection, including, without limitation, patents, utility models, inventors' certificates and designs which may be granted for said invention in any country or countries foreign to the United States and all extensions, renewals and reissues thereof;

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Winston & Strawn Docket 86012-50697 USPD

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JOINT

Winston & Strawn Docket 86012-50697 USP

In witness whereof, ASSIGNORS, individually, have affixed our signature.

Date

David K. Orr

STATE OF

)

)

COUNTY OF

)

On this _____ day of _____, 200_, before me, a Notary Public,
personally appeared **David K. Orr**, to me known and known to me to be the person of that
name, who signed the foregoing instrument and acknowledged the same to be his/her free act
and deed.

Notary Public

My Commission Expires

Date

Ashwin N. Shah

STATE OF

)

)

COUNTY OF

)

On this _____ day of _____, 200_, before me, a Notary Public,
personally appeared **Ashwin N. Shah**, to me known and known to me to be the person of that
name, who signed the foregoing instrument and acknowledged the same to be his/her free act
and deed.

Notary Public

My Commission Expires

JOINT

Winston & Strawn Docket 86012-50697 USPD

Date

1/5/2005

Thomas J. Hayes

Thomas J. Hayes

STATE OF)

COUNTY OF)

On this 5 day of January, 2005, before me, a Notary Public, personally appeared **Thomas J. Hayes**, to me known and known to me to be the person of that name, who signed the foregoing instrument and acknowledged the same to be his/her free act and deed.



12-26-07

My Commission Expires

Kara Plante
Notary Public

Date

Michael J. Maczuzak

STATE OF)

COUNTY OF)

On this _____ day of _____, 200_, before me, a Notary Public, personally appeared **Michael J. Maczuzak**, to me known and known to me to be the person of that name, who signed the foregoing instrument and acknowledged the same to be his/her free act and deed.

Notary Public

My Commission Expires

Winston & Strawn Docket 86012-50697 USPD

Jeff Wolcott

)

)

)

Notary Public

Notary Public

Jesse P. Carlson

)

)

)

Notary Public

Notary Public

ASSIGNMENT

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Michael J. MACZUZAK, a citizen of the United States residing at 10405 Burton Avenue, Bratenahl, OH 44114;

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Winston & Strawn Docket 86012-50697 USPD

ASSIGNORS hereby authorize ASSIGNEE's patent attorney to complete this form by the addition of the application number, application filing date, and attorney docket number, if necessary.

JOINT

Winston & Strawn Docket 86012-50697 USPD

In witness whereof, ASSIGNORS, individually, have affixed our signature.

Date

David K. Orr

STATE OF

)

)

COUNTY OF

)

On this _____ day of _____, 200_, before me, a Notary Public,
personally appeared **David K. Orr**, to me known and known to me to be the person of that
name, who signed the foregoing instrument and acknowledged the same to be his/her free act
and deed.

Notary Public

My Commission Expires

Date

Ashwin N. Shah

STATE OF

)

)

COUNTY OF

)

On this _____ day of _____, 200_, before me, a Notary Public,
personally appeared **Ashwin N. Shah**, to me known and known to me to be the person of that
name, who signed the foregoing instrument and acknowledged the same to be his/her free act
and deed.

Notary Public

My Commission Expires

JOINT

Winston & Strawn Docket 86012-50697 USPD

Date

Thomas J. Hayes

STATE OF)
)
COUNTY OF)

On this _____ day of _____, 200_, before me, a Notary Public,
personally appeared **Thomas J. Hayes**, to me known and known to me to be the person of
that name, who signed the foregoing instrument and acknowledged the same to be his/her
free act and deed.

Notary Public

My Commission Expires

Date

Michael J. Maczuzak

STATE OF)
)
COUNTY OF)

On this _____ day of _____, 200_, before me, a Notary Public,
personally appeared **Michael J. Maczuzak**, to me known and known to me to be the person
of that name, who signed the foregoing instrument and acknowledged the same to be his/her
free act and deed.

Notary Public

My Commission Expires

JOINT

Winston & Strawn Docket 86012-50697 USPD

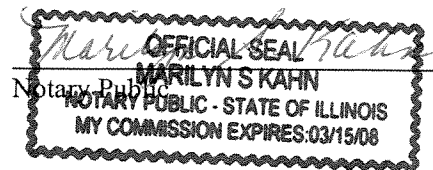
1/6/05
Date

Jeff Wolcott
Jeff Wolcott

STATE OF Illinois)
COUNTY OF Lake)

On this 6th day of January, 2005, before me, a Notary Public,
personally appeared **Jeff Wolcott**, to me known and known to me to be the person of that
name, who signed the foregoing instrument and acknowledged the same to be his/her free act
and deed.

March 15, 2008
My Commission Expires



Date

Jesse P. Carlson

STATE OF _____)
COUNTY OF _____)

On this _____ day of _____, 200_, before me, a Notary Public,
personally appeared **Jesse P. Carlson**, to me known and known to me to be the person of that
name, who signed the foregoing instrument and acknowledged the same to be his/her free act
and deed.

Notary Public

My Commission Expires