

08-18-2004

Substitute Form PTO-1595



102815864

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

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

1. Name of conveying party(ies):

Brian M. ADAMS
Mike Xiaoli MA

2. Name and address of receiving party(ies)

Name: Portola Packaging, Inc.
Address: 890 Faulstich Court
San Jose, California 95112Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other: _____

Execution Date: July 4, 2004; August 2, 2004

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

4. Application number(s) or patent 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)

10/775,829

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Name: Robert B. Chickering
Address: DORSEY & WHITNEY L.L.P.
Four Embarcadero Center
Suite 3400
San Francisco, CA 94111-4187

6. Total number of applications and patents involved: 1

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

- ☐ Enclosed
☒ Authorized to be charged to deposit account

8. Deposit account number: 50-2319

Our Order No.: 463678-00212
(Docket No. A-70385-2/RBC/VEJ)**Please debit any underpayment or credit any overpayment to the above deposit account.**

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

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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.*Victor E. Johnson
Reg. No. 41,546 for
Robert B. Chickering
Reg. No. 24,286

August 9, 2004

Name of Person Signing

Signature

Date

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

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

Mail Stop Assignment Recordation Services
Director of the US Patent and Trademark Office
P.O. Box 1450
Alexandria, VA 22313-1450
Fax documents to: (703) 306-5995

08/17/2004 ECDUPER 00000098 502319 10775829

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PATENT
REEL: 015677 FRAME: 0958

ASSIGNMENT

WHEREAS, the undersigned,

(1) Brian M. ADAMS

(2) Mike Xiaoli MA

(hereinafter termed "Inventor(s)"), residents of

(1) Newark, California

(2) San Jose, California

respectively, Counties of

(1) Alameda

(2) Santa Clara

respectively, State of

(1) California

(2) California

respectively, have invented certain new and useful improvements in

CLOSURE HAVING ROTATABLE SPOUT AND AXIALLY MOVABLE STEM

and executed therefore an application for Letters Patent of the United States and



having an oath or declaration executed on even date herewith



bearing U.S. Patent Application No. 10/775,829 and filed on February 9, 2004



issued as U.S. Patent No. _____ on _____

WHEREAS, Portola Packaging, Inc., a corporation of the State of Delaware, having a place of business at 890 Faulstich Court, San Jose, California 95112, (hereinafter termed "Assignee"), is desirous of acquiring the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered jointly or severally by said Inventors (all collectively hereinafter termed "said invention"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter termed "patents") thereon granted in the United States and foreign countries.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventor(s) to have been received in full from said Assignee:

1. Said Inventors do hereby sell, assign, transfer and convey unto said Assignee, the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to

apply for foreign patents on said invention pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on said invention in the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said applications; and (d) in and to each and every reissue or extensions of any of said patents.

2. Said Inventor(s) hereby jointly and severally covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right title and interest herein conveyed in the United States and foreign countries. Such cooperation by said Inventor(s) shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventor(s) in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventors, their respective heirs, legal representatives and assigns.

4. Said Inventors hereby jointly and severally warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, the said Inventors have executed and delivered this instrument to said Assignee as follows:

(1) Brian M. ADAMS

Date: _____

State of _____)
) SS.
County of _____)

On _____, before me, _____, Notary Public, personally appeared Brian M. ADAMS, personally known to me (or proved to me on the basis of evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

(2) Mike Xiaoli MA

Date: July 4, 2004



State of _____)
) SS.
County of _____)

On _____, before me, _____, Notary Public, personally appeared Mike Xiaoli MA, personally known to me (or proved to me on the basis of evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

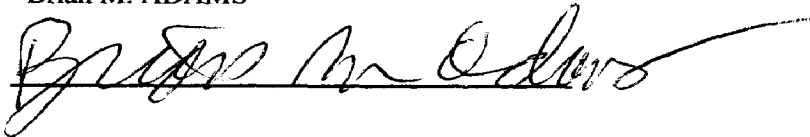
Notary Public

IN WITNESS WHEREOF, the said Inventors have executed and delivered this instrument to said Assignee as follows:

(1) Brian M. ADAMS

Date:

8-2-2004



State of _____)

County of _____) SS.

County of _____)

On _____, before me, _____, Notary Public, personally appeared Brian M. ADAMS, personally known to me (or proved to me on the basis of evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

(2) Mike Xiaoli MA

Date:

State of _____)

County of _____) SS.

County of _____)

On _____, before me, _____, Notary Public, personally appeared Mike Xiaoli MA, personally known to me (or proved to me on the basis of evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the person or the entity upon behalf of which the person acted, executed the instrument.

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