

09-23-2004



To the Director, U.S. Patent and Trademark

al documents or copy thereof.

102842525

## 1. Name of conveying party:

Andreas Michalsky

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

() Yes (X) No

## 3. Nature of conveyance:

(X) Assignment      () Security Agreement  
 () Merger          () Change of Name  
 () Other:

Execution Date:

September 2, 2004

## Name and address of receiving party:

**Name:** Zweigniederlassung der Huhtamaki  
 Deutschland, GmbH & Co. KG

**Street Address:** Heinrich-Nicolaus-Str 6**City:** Ronsberg-Allgau **Country:** Germany**ZIP:** D87671

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

() Yes (X) No

## 4. US or PCT Application number(s) or US Patent number(s):

(X) Patent Application No.: 10/857,257

Filing Date: May 27, 2004

Additional numbers attached?

() Yes (X) No

## 5. Party to whom correspondence concerning document should be mailed:

**Customer No.** 20,995**Return Fax:** (949) 760-9502**Attorney's Docket No.:** MEISS85.002AUS

## 6. Total number of applications and patents involved: 1

## 7. Total fee (37 CFR 1.21(h)): \$40

(X) Enclosed

## 8. Deposit account number: 11-1410

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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.

Thomas R. Arno

Name of Person Signing

Signature

9/15/04

Date

40,490  
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Total number of pages including cover sheet, attachments and document: 2

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ASSIGNMENT

WHEREAS, I, Andreas Michalsky, a German citizen, residing at Dr. Berndt Strasse 1a, 87700 Memmingen, Germany, have invented certain new and useful improvements in a TUBULAR BAR for which I have filed an application for Letters Patent in the United States, Application No. 10/857,257, filed on May 27, 2004;

AND WHEREAS, Zweigniederlassung der Huhtamaki Deutschland, GmbH & Co. KG, (hereinafter "ASSIGNEE"), a German Corporation, with its principal place of business at Heinrich-Nicolaus-Str. 6, D-87671 Ronsberg-Allgäu, Germany, desires to acquire the entire right, title, and interest in and to the said improvements and the said Application:

NOW, THEREFORE, I, the said inventor, do hereby acknowledge that I have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto the said ASSIGNEE, successors, legal representatives and assigns, the entire right, title, and interest throughout the world in, to and under the said improvements, and the said application and all provisional applications relating thereto, and all divisions, renewals and continuations thereof, and all Letters Patent of the United States which may be granted thereon and all reissues and extensions thereof, and all rights of priority under International Conventions and applications for Letters Patent which may hereafter be filed for said improvements in any country or countries foreign to the United States, and all Letters Patent which may be granted for said improvements in any country or countries foreign to the United States and all extensions, renewals and reissues thereof; and I hereby authorize and request the Commissioner of Patents of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents on applications as aforesaid, to issue all Letters Patent for said improvements to the said ASSIGNEE, successors, legal representatives and assigns, in accordance with the terms of this instrument.

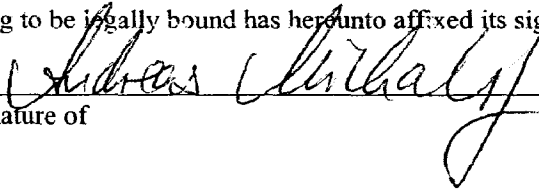
AND I DO HEREBY sell, assign, transfer, and convey to ASSIGNEE, his successors, legal representatives, and assigns all claims for damages and all remedies arising out of any violation of the rights assigned hereby that may have accrued prior to the date of assignment to ASSIGNEE, or may accrue hereafter, including, but not limited to, the right to sue for, collect, and retain damages for past infringements of the said Letters Patent before or after issuance.

AND I HEREBY covenant and agree that I will communicate to the said ASSIGNEE, successors, legal representatives and assigns, any facts known to me respecting said improvements, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing and reissue applications, make all rightful oaths and generally do everything possible to aid the said ASSIGNEE, successors, legal representatives and assigns, to obtain and enforce proper patent protection for said improvements in all countries.

IN TESTIMONY WHEREOF, Assignor intending to be legally bound has hereunto affixed its signature.

This 2nd day of September, 2004

Signature of



Witnessed by:

 2.9.04  
Joachim Friebe

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