



11-04-2004
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PATENT

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Form PTO-1595 (Rev. 10/02, modified) Atty Dkt. No. 37469-8056.US01		HEET	U.S. Department of Commerce Patent and Trademark Office
To the Honorable Assistant Commissioner for Patents: Please record the attached original documents or copy thereof.			
1. Name of conveying party(ies): Hongyu Wu Charles Wade Albritton David Brakes Add'l names of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		2. Name/address of receiving party(ies): Tilia International, Inc. 303 Second Street, North Tower, 5 th Floor San Francisco, CA 94107 Add'l names of receiving parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Reassignment <input type="checkbox"/> Other Execution date: October 13, 2004			
4. Application number(s) and/or patent number(s): If this document is being filed with a new application, the date of signature by the first named inventor was: A. Patent Application No.(s) 10/794,369; filed on March 4, 2004 B. Patent No.(s) Additional numbers attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
5. Name and address of party to whom correspondence concerning document should be mailed: Customer No. 22918 Perkins Coie LLP P.O. Box 2168 Menlo Park, California 94026 (650) 838-4300		6. Total No. of applications and patents involved: <u>one (1)</u> 7. Total fee (37 CFR §3.41): <u>\$40.00</u> <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Charge Deposit Account No. 50-2207 8. Deposit Account Number: <u>50-2207</u> (Attach duplicate copy of this page if paying by deposit account)	
DO NOT USE THIS SPACE			
9. Statement and signature: <i>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.</i> Brian R. Coleman, 39,145 Name of Person Signing Signature October 25, 2004 Date Total number of pages, including cover sheet, attachments and document: 3			

11/01/2004 WASFAW1 00000012 10794369

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JOINT TO CORPORATE ASSIGNMENT

WHEREAS, the undersigned Inventors:

(1) Hongyu Wu
a resident of San Jose, California; and

(2) Charles Wade Albritton
a resident of Hercules, California; and

(3) David Brakes
a resident of Hong Kong, China,

have invented certain new and useful improvements in:

METHOD FOR MANUFACTURING A SEALABLE BAG HAVING AN INTEGRATED TRAY FOR USE IN VACUUM PACKAGING

and have executed a declaration or oath for an application for a United States patent disclosing and identifying the invention, said invention having been filed on the 4th day of March 2004, and assigned U.S. Patent Application No. 10/794,369.

WHEREAS Tilia International, Inc. (hereinafter termed "Assignee"), a corporation of the State of Delaware, having a place of business at North Tower, 5th Floor, 303 Second Street, San Francisco, State of California, 94107, wishes to acquire 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, certificates of invention and other forms of protection thereon (hereinafter termed "patents") applied for or granted in the United States and/or other countries.

NOW THEREFORE, for good and valuable consideration acknowledged by each of said Inventors to have been received in full from said Assignee:

1. Said Inventors do hereby sell, assign, transfer and convey to 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 in any or all countries of the world for patents, certificates of inventions or other governmental grants on said invention, including the right to apply for patents pursuant to the International Convention for the Protection of Industrial Property or pursuant to any other convention, treaty, agreement or understanding; (c) in and to any and all applications filed and any and all patents, certificates of inventions or other governmental grants granted on said invention in the United States or any other 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; (d) in and to each and every reissue or extension of any of said patents; and (e) in and to each and every patent claim resulting from a reexamination certificate for any and all of said patents.

2. Said Inventors 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 other countries. Such cooperation by said Inventors shall include prompt production of pertinent facts and documents, giving of testimony, executing 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 complying with any duty of disclosure; (c) for prosecuting any of said applications; (d) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (e) for filing and prosecuting applications for reissue of any of said patents; (f) for interference or other priority proceedings involving said invention; and (g) 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, reexamination proceedings, compulsory licensing proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventors 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 this instrument on the date as given below and delivered this instrument to said Assignee:

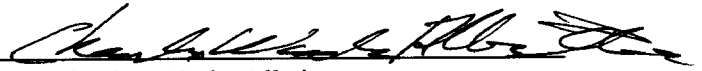
10/13/04
Date
(1) Hongyu Wu
State of _____
County of _____

On _____ before me, _____,
(name and title of officer)
personally appeared Hongyu Wu, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____

10/13/04
Date

(2) 
Charles Wade Albritton

State of _____)
County of _____)


On _____ before me, _____,
(name and title of officer)

personally appeared Charles Wade Albritton, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____

10/13/04
Date

(3) 
David Brakes

State of _____)
County of _____)

On _____ before me, _____,
(name and title of officer)

personally appeared David Brakes, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____
