

1/13/05

01-31-2005

PATENTS ONLY

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TO THE COMMISSION



102929947

Please record the attached origin.

1. Name of Party(ies) conveying an interest:
 John J. Livingston

Additional name(s) of conveying party(ies) attached?
 Yes No

2. Name and Address of Party(ies) receiving an interest:

Name: Ball Corporation
 Internal Address:
 Street Address: 10 Longs Peak Drive
 City: Broomfield
 State/Zip: CO 80021

Additional name(s) and addresses attached?
 Yes No

112896 U.S. PTO
29/221349



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3. Description of the interest conveyed:
 Assignment Change of Name Other:
 Security Agreement Merger

Execution Date: December 8, 2004

4. Application number(s) or patent number(s). Additional sheet attached? Yes No

If this document is being filed together with a new application, the execution date of the application is:
January 13, 2005
 Date

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

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 BRINKS HOFER GILSON & LIONE
 ONE INDIANA SQUARE, SUITE 1600
 INDIANAPOLIS, IN 46204
 (317) 636-0886

6. Number of applications and patents involved: 1

7. Total fee (37 CFR 3.41) \$40.00
 Enclosed
 Authorized to be charged to Deposit Account No. 23-1925

8. Please charge any deficiencies in fee or credit any overpayment to Deposit Account No. 23-1925.

DO NOT USE THIS SPACE

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.

A. James Richardson
Name of Person Signing

Signature

1/13/05
Date

Total number of pages including cover sheet, attachments, and document: 3

01/19/2005 HTECKLU1 00000037 29221349

04 FC:8021

40.00 DP

Filed _____

Our File No: _____

ASSIGNMENT
(for single inventor)

WHEREAS, John J Livingston, hereinafter referred to as "Assignor," has made a new and useful invention described in the United States patent application entitled "Vacuum Grip" or which Assignor has made or will make application for Letters Patent of the United States; and

WHEREAS, Ball Corporation, hereinafter referred to as "Assignee," a corporation of Indiana, having a principal place of business at 10 Longs Peak Drive, Broomfield, Colorado 80021, desires to acquire all of the entire right, title, and interest in, to and under said invention disclosed, described and claimed or intended so to be in said application, and in, to and under said application, and in, to and under any and all Letters Patent, United States and foreign, which may be obtained therefor and thereon;

NOW, THEREFORE, to all whom it may concern, be it known that for and in consideration of the sum of One Dollar (\$1.00) and other good, valuable and sufficient consideration to Assignors in hand paid, the receipt of which is hereby acknowledged, Assignors have sold, assigned and transferred, and by these presents do sell, assign and transfer unto Assignee, all of the entire right, title, and interest in, to and under said invention disclosed, described and claimed or intended so to be in said application, and in, to and under said application, and any and all other applications thereon and arising therefrom, including any and all divisions and continuations thereof, and any and all patents to be issued and obtained therefor and thereon, United States and foreign, including all reissues and extensions thereof.

Assignor agrees to execute all papers necessary in connection with any interference which may be declared or litigation concerning the application or continuation, division, reissue or reexamination thereof, and to cooperate with the Assignee in every way possible in obtaining evidence and going forward with such interference or litigation.

Assignor agrees to execute all papers and documents and perform any act which maybe necessary in connection with claims or provisions of the International Convention for Protection of Industrial Property or similar agreements.

Assignor agrees to sign and execute any and all other papers necessary or desirable for the procurement of Letters Patent on said invention in this and all foreign countries for the use of Assignee.

Assignor agrees to do all other acts which, in the opinion of Assignee, may be necessary or desirable to secure the grant of Letters Patent to Assignee or its nominees, in the United States and in all other countries where Assignee may desire to have such inventions, or any of them, patented, with specifications and claims in such form as shall be approved by Assignee and to vest and confirm in Assignee or its nominees the full and complete legal and equitable title to all such Letters Patent.

Assignor hereby authorizes and requests the Commissioner of Patents to issue any and all Letters Patent of the United States resulting from said application or any divisions or continuing or reissue applications thereof, and any reexamination of any of such applications, to the said Assignee, as Assignee of the entire interest, and hereby covenants that the undersigned have full right to convey the interest herein assigned, and that the undersigned have not executed, and will not execute, any agreement to conflict herewith.

Assignor hereby grants the attorney of record the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for the recordation of this document.

IN WITNESS WHEREOF, the Assignor has executed this agreement this 8 day of December, 2003.4

[Signature]

Printed: John J Livingston

STATE OF COLORADO)
COUNTY OR Jefferson) SS:

Subscribed and sworn to before me, a Notary Public in and for said County and State this 8 day of December, 2003.4

[Signature]
Notary Public

Jayne Rutlen
Printed

My Commission Expires:
8/19/2007

My County of Residence
Adams