

04-27-2005



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To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies)**

Owens-Brockway Plastic Products Inc.

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

**3. Nature of conveyance/Execution Date(s):**

Execution Date(s) 10/7/2004

- ☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Joint Research Agreement  
☐ Government Interest Assignment  
☐ Executive Order 9424, Confirmatory License  
☐ Other \_\_\_\_\_

**2. Name and address of receiving party(ies)**

Name: Owens-Illinois HealthCare Packaging Inc.

Internal Address: \_\_\_\_\_

Street Address: One SeaGate

City: Toledo

State: Ohio

Country: USA Zip: 43666

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

**4. Application or patent number(s):**

☐ This document is being filed together with a new application.

A. Patent Application No.(s)

See Attachment A.

B. Patent No.(s)

See Attachment B.

Additional numbers attached? ☒ Yes ☐ No

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

Name: Susan L. Smith

Internal Address: Owens-Illinois, Inc.

Street Address: One SeaGate, 25-LDP

City: Toledo

State: OH Zip: 43666

Phone Number: 419-247-8699

Fax Number: 419-247-8555

Email Address: \_\_\_\_\_

**6. Total number of applications and patents involved:** 13

**7. Total fee (37 CFR 1.21(h) & 3.41)** \$ 520.00

- ☐ Authorized to be charged by credit card  
☒ Authorized to be charged to deposit account  
☐ Enclosed  
☐ None required (government interest not affecting title)

**8. Payment Information**

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number 15-0875

Authorized User Name Susan L. Smith

**9. Signature:**

Signature

Date

Susan L. Smith

Name of Person Signing

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

8

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

04/26/2005 ECUJPER 00000054 150875 09650960

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520.00 DA

**ATTACHMENT A.**

**Patent Application No.(s)**

<b>Serial Number</b>	<b>Filing Date</b>	<b>Title</b>	<b>Attorney Docket Number</b>
09/650,960	08/29/2000	Method and Apparatus for Blowing Plastic Containers	(17416)
10/675,622	09/30/2003	Method and Apparatus for Blowing Plastic Containers	(17416-01)
10/770,875	02/03/2004	Dual-Chamber Container, and Method and Apparatus for its Manufacture	(17443-02)
10/789,875	02/27/2004	Container having Fluorescent Indicia	(18032)
10/789,877	02/27/2004	Plastic Packaging having Embedded Micro-Particle Taggants	(18188)
10/793,522	03/03/2004	Plastic Forming Process Monitoring and Control	(17885)
10/793,523	03/03/2004	Container having Irradiated Indicia	(18109)

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**ATTACHMENT B.****Patent No.(s)**

<b>Patent Number</b>	<b>Issue Date</b>	<b>Title</b>	<b>Serial Number</b>	<b>Filing Date</b>	<b>Attorney Docket Number</b>
4,668,177	05/26/1987	Core Rod Assembly for Injection Blow Molding Machines	789,211	10/18/1985	(15920)
5,385,466	01/31/1995	Thermoplastic Container Injection Blow Molding Apparatus	122,837	09/16/1993	(16619)
5,552,105	09/03/1996	Injection Blow Molding Machine with Stacked Molds	388,928	02/15/1995	(16661)
5,662,945	09/02/1997	Injection Blow Molding Machine with Stacked Molds	599,917	02/12/1996	(16661-01)
6,355,204	03/12/2002	Method of Manufacturing a Dual- Chamber Container	09/589,139	06/07/2000	(17443)
6,402,503	06/11/2002	Plastic Injection Molding Apparatus	09/468,388	12/20/1999	(17222)

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## WORLDWIDE TECHNOLOGY ASSIGNMENT (TO O-I)

THIS WORLDWIDE TECHNOLOGY ASSIGNMENT ("Assignment") is effective this October 7, 2004 ("Effective Date"), from OWENS-BROCKWAY PLASTIC PRODUCTS INC., a Delaware corporation ("OBPP") and Continental PET Technologies, Inc., a Delaware corporation ("Assignors") to Owens-Illinois HealthCare Packaging Inc., a Delaware corporation ("Assignee").

WHEREAS, Assignee, OI Plastic Products FTS, Inc. and Graham Packaging Company, L.P. have executed a certain Stock Purchase Agreement dated as of July 28, 2004 ("the Stock Purchase Agreement"; capitalized terms not defined herein have the meanings ascribed therein), pursuant to which Buyer agreed to purchase all of the outstanding capital stock of OBPP; and

WHEREAS, pursuant to Section 5.5(d) of the Stock Purchase Agreement, the parties have agreed that, on the Closing Date, Assignors will assign certain intellectual property to O-I on or before the Closing Date;

NOW, THEREFORE, in consideration of the premises and the mutual promises and covenants contained herein and for other good and valuable consideration, including that recited in the Stock Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignors hereby assign, transfer and convey to Assignee, its successors, assigns and nominees forever, without any restrictions, reservations or limitations, Assignors' entire right, title and interest in, to and under the following:

a. Any and all worldwide intellectual property rights (other than trademarks or related rights) in those patents and patent applications listed on Schedule A hereto and those CDRs and trade secrets listed on Schedule B hereto (the foregoing, collectively, "Assigned Rights");

b. Any and all other rights, priorities and privileges provided under United States, state or foreign law, or multinational law, compact, treaty, protocol, convention or organization, with respect to the foregoing Assigned Rights;

c. Any and all rights to sue at law or in equity for any infringement, imitation, impairment, distortion, dilution or other unauthorized use or conduct in derogation of the Assigned Rights and Related Rights occurring prior to the execution of this Assignment, including the right to receive all proceeds and damages therefrom; and

d. Any and all rights to obtain reissues, re-examinations, continuations, continuations-in-part, divisions, extensions or other legal protections ("Reissues") pertaining to the Assigned Rights.

2. Assignee, its successors and assigns, shall hold the rights to the foregoing for and during the existence of such Assigned Rights and Related Rights and all Reissues

thereof, as fully and as entirely as the same would have been held and enjoyed by Assignors had this Assignment not been made.

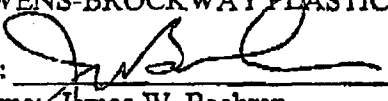
3. This Assignment is effective as of the Effective Date. Assignors shall, at Assignee's expense for out-of-pocket costs, comply with any reasonable request by Assignee to execute promptly any additional documents necessary to protect, secure and vest good, valid and marketable title to the Assigned Rights and Related Rights in Assignee in all applicable nations, and to record this Assignment with all appropriate authorities in such nations, including without limitation the nations listed on Schedule A or Schedule B.

4. The parties intend that this Assignment shall be deemed fully performed in all material respects as of the Effective Date. Assignee shall have the right to record this Assignment (with or without Schedule B) with all applicable government authorities so as to perfect its ownership of the Assigned Rights.

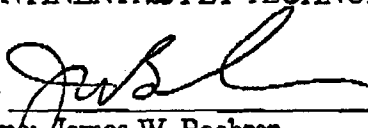
5. This Agreement and the rights and duties of the parties hereunder shall be governed by, and construed in accordance with, the laws of the State of New York. Each of the parties hereto (a) consents to submit itself to the personal jurisdiction of the U.S. District Court for the Southern District of New York or any court of the State of New York located in such district in the event any dispute arises out of this Agreement, (b) agrees that it will not attempt to deny or defeat such personal jurisdiction or venue by motion or other request for leave from any such court, and (c) agrees that it will not bring any action relating to this Agreement or any of the transactions contemplated hereby in any court other than such courts sitting in the State of New York.

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be  
duly executed and delivered as of the date above first written.

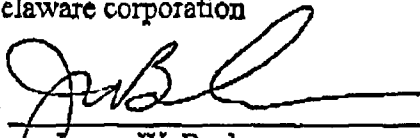
OWENS-BROCKWAY PLASTIC PRODUCTS INC.

By:   
Name: James W. Baehren  
Title: Vice President  
Date:

CONTINENTAL PET TECHNOLOGIES, INC.

By:   
Name: James W. Baehren  
Title: Vice President  
Date:

OWENS-ILLINOIS HEALTHCARE PACKAGING INC.,  
a Delaware corporation

By:   
Name: James W. Baehren  
Title: Vice President  
Date: