

05-16-2005

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To the Director of the United States Patent and Trademark Office: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

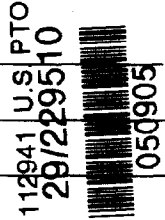
Herbert Knutson
Thomas Iaquinto

Additional names(s) of conveying party(ies) Yes No

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

Name: Inline Plastics Corporation

Address: 42 Canal Street



City: Shelton State/Prov.: CT

Country: USA ZIP: 06484

Additional name(s) & address(es) Yes No

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other _____

Execution Date: February 8, 2005

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

If this document is being filed together with a new application, the execution date of the application is: February 8, 2005

Patent Application No.

Filing date

B. Patent No.(s)

05/11/2005 HDESTA1 00000046 29229510

04 FC:8021

40.00 DP

Additional numbers

Yes No

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

Name: Melvin I. Stoltz

Registration No. 25,934

Address: 51 Cherry Street

City: Milford State/Prov.: CT

Country: USA ZIP: 06460

6. Total number of applications and patents involved: 1

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

Enclosed - Any excess or insufficiency should be credited or debited to deposit account

Authorized to be charged to deposit account

8. Deposit account number:

19-4512

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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.

Melvin I. Stoltz

Name of Person Signing

Signature

May 9, 2005

Date

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

Mail documents to be recorded with required cover sheet information to:
Mail Stop Assignment Recordation Services
Director of the United States Patent and Trademark Office
P.O. Box 1450, Alexandria, VA 22313-1450

ASSIGNMENT

WHEREAS, we Herbert Knutson and Thomas Iaquinto, having post office addresses at 286 Juniper Ridge Drive, Waterbury, Connecticut 06708 and 95B Airline Road, Clinton, Connecticut 06413, respectively, have made certain inventions or discoveries (or both) set forth in an application for Letters Patent of the United States of America entitled LID FOR PRODUCT HOLDING CONTAINERS which application was executed by us on the date shown below and is identified by Melvin I. Stoltz File No. 606-035 and

WHEREAS, Inline Plastics Corporation of 42 Canal Street, Shelton, Connecticut 06484, and which, together with its successors and assigns is hereinafter called "Assignee", is desirous of acquiring the title, rights, benefits and privileges hereinafter recited; and

NOW, THEREFORE, based upon the foregoing recitals and the good and valuable consideration formed thereby, the receipt and sufficiency of which we hereby acknowledge, we hereby without reservation:

1. Assign, transfer and convey to Assignee the entire right, title and interest in and to said inventions and discoveries, said application for Letters Patent of the United States of America, any and all other applications for Letters Patent on said inventions and discoveries in whatsoever countries, including all divisional, renewal, substitute, continuation and Convention applications based in whole or in part upon said inventions and discoveries, or upon said applications, and any and all Letters Patent and reissues and extensions of Letters Patent granted on said inventions and discoveries or upon said applications, and every priority right that is or may be predicated upon or arise from said inventions and discoveries, said applications for said Letters Patent;
2. Authorize Assignee to file patent applications in any or all countries on any or all of said inventions and discoveries in our name or in the name of Assignee or otherwise as Assignee may deem advisable, under the International Convention or otherwise;
3. Authorize and request the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments to issue or transfer all said Letters Patent to Assignee; as Assignee of the entire right, title and interest therein or otherwise as Assignee may direct;
4. Warrant that we have not knowingly conveyed to others any right in said inventions and discoveries, applications or patents or any license to use the same or to make, use or sell anything embodying or utilizing any of said inventions and discoveries; and that we have good right to assign the same to Assignee without encumbrance;
5. Bind our heirs, legal representatives and assigns as well as ourselves, to do, upon Assignee's request and at Assignee's expense, but without additional consideration to us or them, all acts reasonably serving to assure that the said inventions and

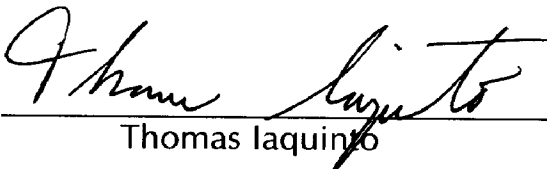
discoveries, the said patent applications and the said Letters Patent shall be held and enjoyed by Assignee as fully and entirely as the same could have been held and enjoyed by us, our heirs, legal representatives and assigns if this assignment had not been made; and particularly to execute and deliver to Assignee all lawful application documents including petitions, specifications, and oaths, and all assignments, disclaimers, and lawful affidavits in form and substance as may be requested by Assignee; to communicate to Assignee all facts known to us relating to said inventions and discoveries or the history thereof; and to furnish Assignee with any and all documents, photographs, models, samples, and other physical exhibits in our control or in the control of our heirs, legal representatives or assigns and which may be useful for establishing the acts of our conceptions, disclosures, and reduction to practice of said inventions and discoveries. We also agree to provide any reasonable information or assistance to Assignee in any infringement actions Assignee shall decide to initiate in order to enforce the patent rights being transferred herein provided, however, all expenses incurred in such infringement actions shall be paid entirely by Assignee.

In testimony of which I have signed my name below, this *8th* day of *February* 2005.



 Herbert Knutson

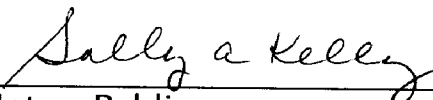
In testimony of which I have signed my name below, this *8th* day of *February* 2005.



 Thomas laquinto

STATE OF CONNECTICUT :
 : ss *Shelton*
 COUNTY OF *Fairfield* :

On this *8* day of *February*, 2005 before me appeared Herbert Knutson and Thomas laquinto, to me known and known to me to be the persons described in and who executed the foregoing instrument and they acknowledged the same to be their free act and deed.

(Seal) 

 Notary Public

SALLY A. KELLY
NOTARY PUBLIC - STATE OF CONNECTICUT
COMMISSION EXPIRES JANUARY 31, 2010

PATENT