

Form PTO-1595 (Rev. 07/05)  
OMB No. 0651-0027 (exp. 6/30/2008)

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## RECORDATION FORM COVER SHEET PATENTS ONLY

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)**

THOMAS O. NAGEL  
JOSEPH F. KOLOGE

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

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

Execution Date(s) OCTOBER 7, 2005

☒ 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: TRION INDUSTRIES, INC.

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

Street Address: 297 LAIRD STREET

City: WILKES-BARRE

State: PA

Country: US Zip: 18702

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

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

A. Patent Application No.(s)  
11/248,682

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

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Name: Fritz L. Schweitzer, Jr.

Internal Address: Schweitzer Cornman Gross & Bondell LLP

Street Address: 292 Madison Avenue - 19th Floor

City: New York

State: NY Zip: 10017

Phone Number: 646 424 0770

Fax Number: 646 424 0880

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

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

**7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00**

☐ 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**

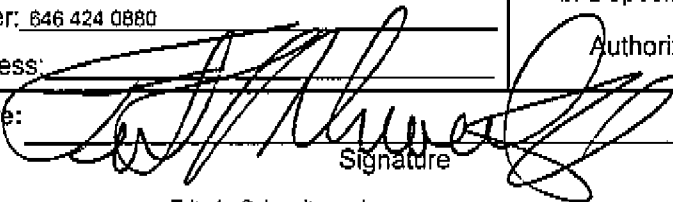
a. Credit Card Last 4 Numbers \_\_\_\_\_

Expiration Date \_\_\_\_\_

b. Deposit Account Number 19-0748

Authorized User Name \_\_\_\_\_

**9. Signature:**



Signature

October 25, 2005

Date

Fritz L. Schweitzer, Jr.

Name of Person Signing

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

2

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, V.A. 22313-1450

CH \$40.00 190748 11248682

ASSIGNMENT


WHEREAS THOMAS O. NAGEL and JOSEPH F. Kologe (hereinafter referred to as ("ASSIGNORS")) have made an invention in **MERCHANDISING TRAY FOR FOOD PRODUCTS AND THE LIKE** and have executed a Provisional or Non-Provisional application for Letters Patent of the United States covering said invention of even date herewith; and

WHEREAS TRION INDUSTRIES, INC., a corporation organized under the laws of the State of Pennsylvania, having a place of business at **297 Laird Street, Wilkes-Barre, PA 18702** (hereinafter "ASSIGNEE") is desirous of obtaining the entire right, title, and interest in and to said invention and said application.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the ASSIGNORS do hereby sell and assign to the ASSIGNEE, its successors, legal representatives and assigns, the entire right, title and interest, world wide, in and to said invention, and said application together with all divisions, renewals, and continuations, thereof and, if said application is a provisional application, all non-provisional applications claiming priority thereof, and all patents of the United States which may be granted thereon and all reissues and extensions thereof, together with any and all rights of priority relating to said invention, said applications and said Patents; and all rights to apply for and obtain patents in foreign countries, and the ASSIGNORS hereby authorize and request the Commissioner of Patents of the United States, and of any other country in which applications are filed, to issue all patents for said invention to the ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

The ASSIGNORS have the full right to convey the entire interest herein assigned, and have not made, and will not make, any agreement in conflict herewith.

The ASSIGNORS further agrees to communicate to the ASSIGNEE, its successors, legal representatives and assigns, any facts known to the ASSIGNORS respecting said invention, and to testify in any legal proceeding, to sign all lawful papers, to execute all divisional, continuing and reissue applications, to make all declarations and to generally do everything possible to assist the ASSIGNEE, its successors, legal representatives and assigns, to obtain and to enforce patent rights for said invention in any country.

  
\_\_\_\_\_  
Assignor **Thomas O. Nagel**

10/7/05  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Assignor **Joseph F. Kologe**

10/7/05  
\_\_\_\_\_  
Date