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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	02/06/1994

### **CONVEYING PARTY DATA**

Name	Execution Date
MULTIWALL PACKAGING LIMITED	07/21/1994

### **RECEIVING PARTY DATA**

Name:	Stone Container Corporation
Street Address:	150 North Michigan Avenue
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60601-7568

#### PROPERTY NUMBERS Total: 1

Property Type	Number
Patent Number:	5644900

## **CORRESPONDENCE DATA**

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ATTORNEY DOCKET NUMBER: 80006-354

NAME OF SUBMITTER: Patrick W. Rasche

Total Attachments: 2

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REEL: 017073 FRAME: 0473

**PATENT** 

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PATENT REEL: 017073 FRAME: 0474

# NUNC PRO TUNC PATENT ASSIGNMENT AGREEMENT

FOR VALUE RECEIVED, and other due consideration, the receipt and sufficiency of which is hereby acknowledged, MULTIWALL PACKAGING LIMITED, a New Zealand corporation, having a principal place of business at Hugo Johnson Drive, Penrose, Auckland, New Zealand (hereinafter sometimes referred to as "ASSIGNOR"), hereby assigns, transfers, and sets over nunc pro tunc, as of February 6, 1994, to STONE CONTAINER CORPORATION, a Delaware corporation having a principal place of business at 150 North Michigan Avenue, Chicago, Illinois 60601-7568 (hereinafter sometimes referred to as "ASSIGNEE"), ASSIGNORS' entire United States right, title and interest in and to the invention known as MULTIWALL BAG, (hereinafter sometimes referred to as the "Invention") for which an application for United States Letters Patent Ser. No. 08/192710 was filed on February 7, 1994; an Australian Patent Application Ser. No. 32956/93 was filed on February 11, 1993, and a New Zealand Patent Application No. 242034 was filed on March 18, 1992, together with all rights and privileges under any Letters Patent which may be granted thereon, including all rights, if any, within and throughout the United States, to make, use and/or sell products embodying any and all facets of the Invention as well as to sue for all past infringements, which may have occurred before the execution of this Patent Assignment Agreement, in the United States.

(1) ASSIGNOR agrees without charge to said ASSIGNEE, but at its expense (a) to execute (i) all necessary papers to be used in connection with this application and any additional, continuing, or divisional applications, as the ASSIGNEE may deem necessary or expedient, (ii) all papers in connection with any interference or other legal or quasilegal proceedings relating to this application or any additional, continuing, or divisional applications thereof, (iii) all papers and documents which may be necessary in connection with the preparation and filing of any



foreign application or with making claims to priority rights granted under the provisions of the International Convention for Protection of Industrial Property or similar agreements; (b) to cooperate with ASSIGNEE in every way possible in obtaining evidence and going forward in any such proceedings; and (c) to perform all other affirmative acts which may be necessary or desirable to obtain a grant of a valid patent for said invention in any country throughout the world.

- (2) ASSIGNOR hereby authorizes and requests that the Commissioner of Patents and Trademarks of the United States and the appropriate officials in any country issue any and all Letters Patent that may be granted upon any patent application or any additional, continuing or divisional applications thereof to the ASSIGNEE, its successors and assigns.
- (3) ASSIGNOR hereby covenants and warrants that it has full right to convey the entire United States right, title and interest, in the Invention, by this instrument, free of any encumbrances and that no other agreement has been or will be executed in conflict herewith.
- (4) ASSIGNOR hereby grants to the LAW OFFICES OF DICK AND HARRIS of Chicago, Illinois, authority and power to insert on this instrument any further identification which may be necessary or desirable for the purposes of recordation in the United States Patent Office or the Patent Office of any other country.

Dated:

District

Title:

District

Title:

This 21st day of July 1996

DEC 13 94

PATELL AND TRADEMARK 2 OFFICE