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Docket No.: 013-D-027

FORM PTO-1595 (Modified)  
(Rev. 03-01)  
OMB No. 0651-0027 (exp. 5/31/2002)  
P08A/REV03



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

10-24-05

1. Name of conveying party(ies):  
**EDGAR F. TROMBLY**

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

Name: **Punch Products USA, Inc.**

Address: **2131 Felver Court**

113260 U.S. PTO  
29/241122  
102405

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

3. Nature of conveyance:

- Assignment  Merger
- Security Agreement  Change of Name
- Other

City: **Rahway** State/Prov.: **NJ**

Country: **U.S.A.** ZIP: **07065**

Execution Date: **October 21, 2005**

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

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: **10/21/05**

Patent Application No. Filing date

B. Patent No.(s)

Additional numbers  Yes  No

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

Name: **Howard C. Miskin, Esq.**

Registration No. **18,999**

Address: **350 Fifth Avenue, Suite 4710**

**New York, NY 10118**

10/31/2005 ECDOPER 00000070 133731 29241122

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State/Prov.:

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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:

**13-3731**

(Attach duplicate copy of this page if paying by deposit account)

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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.

**Gloria Tsui-Yip, Esq.**

Name of Person Signing

Signature

**Oct. 24, 2005**

Date

**4**

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

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

**PATENT**  
**REEL: 017147 FRAME: 0196**

## **ASSIGNMENT**

WHEREAS, I, EDGAR F.TROMBLY, a citizen of the U.S.A., residing at 420 Barclay Road, Grosse Pointe Farms, Michigan 48236, hereinbelow called "Assignor," have made a certain invention in

### **BEVERAGE CONTAINER LID;**

WHEREAS, PUNCH PRODUCTS USA, INC., a corporation organized and existing under and by virtue of the laws of the State of New Jersey and having offices and doing business at 2131 Felver Court, Rahway, New Jersey 07065, and elsewhere, hereinbelow called "Assignee," is desirous of securing the entire right, title and interest in and to the said invention, application and Letters Patent, when granted, and in and to any divisions, continuations, improvements, reissues or extensions that may be made or granted thereon;

NOW, THEREFORE, BE IT KNOWN that for and in consideration of the sum of One Dollar (\$1.00) to me in hand paid by the said Assignee, and other good and valuable consideration, the receipt of all of which is hereby acknowledged, I, the said Assignor, have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over unto the said Assignee, its successors and assigns, the entire right, title and interest throughout the world in and to the said invention, application and Letters Patent, when granted, and in and to any divisions, continuations, improvements, reissues or extensions that may be made or granted on any of them together with all claims for damages by reason of past infringement of said Letters Patent with the right to sue for, and collect, the same for its own use and behalf, and for the use and behalf of its successors, assigns or other legal representatives.

TO HAVE AND TO HOLD the same to the full end of the terms or terms for which said Letters Patent may be granted, as fully and completely as the same might be held by me had this sale and assignment not been made.

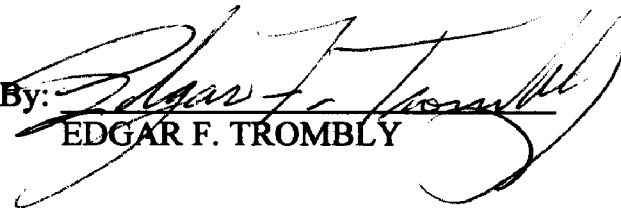
For the consideration aforesaid, I hereby covenant and agree to and with the said Assignee, its successors and assigns, that whenever its counselor representative, or the counsel or representative of its successors or assigns, shall advise that an amendment to, or a division of, or any other proceeding or action in connection with said application or invention, including interference proceedings, is lawful and desirable, or that a reissue or continuation or extension of said Letters Patent is lawful and desirable, I will sign all papers and drawings, take all rightful oaths and affidavits, and do all acts necessary or required to be done for the procurement of valid Letters Patent for said invention, or for the reissue or continuation or extension of the same, and will do all acts necessary or required to secure to the said Assignee, its successors and assigns, the title to and full benefit of all rights hereby assigned, without charge to said Assignee or its successors or assigns, but at its or their expense;

AND the Commissioner of Patents is requested to issue the said Letters Patent, when granted, in accordance with the sale and assignment.

For the consideration aforesaid, I have sold, assigned, transferred and set over and by these presents do sell, assign, transfer and set over unto the said Assignee, its successors and assigns, or the nominees of any of them, the entire right, title and interest in and to any and all Letters Patent for said invention which may be granted in countries foreign to the United States, and in and to any applications for letters Patent which may be filed for said invention in countries foreign to the United States and in and to the invention described in said applications; and I hereby authorize and empower said Assignee and its successors, assigns or nominees, to apply for Letters Patent or other for of protection on said invention in its own name or in the name of its successors, assigns or nominees, in any or all countries where it may desire to file such application, and where said application may be filed by another than the inventor; and I hereby covenant and agree to sign all papers and drawings, take all rightful affidavits, and do all acts necessary or required to be done for the procurement and maintenance of Letters Patent or

other form of protection for said invention in countries foreign to the United States, and for further investing or confirming the right and title thereto in the Assignee, its successors, assigns or nominees, without charge to said Assignee, its successors, assigns or nominees, but at its or their expense.

I declare further that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

By:   
EDGAR F. TROMBLY

State of Michigan

County of Wayne

On 10-21-05 before me, Edgar F. Trombly, personally appeared EDGAR F. TROMBLY, personally known to me – OR – proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

  
Signature of Notary Public

