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PCT/PTO 63 SEP 2005  
U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office



103227332

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):

Roché KENNY

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

2. Name and address of receiving party(ies)

Name: APL Cartons (Pty) Ltd.

Internal Address:

Street Address:

Abattoir Road

City: Worcester

State:

Country: Republic of South Africa Zip: 6850

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

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

Execution Date(s): August 3, 2005

☒ Assignment ☐ Merger ☐ Change of Name

☐ Security Agreement ☐ Joint Research Agreement

☐ Government Interest Assignment

☐ Executive Order 9424, Confirmatory License

☐ Other

4. Application or patent number(s):

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

A. Patent Application No.(s)

This application

B. Patent No.(s)

101556029

Additional numbers attached?

☐ Yes ☒ No

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

Name: Brian J. Hairston  
CONNOLLY BOVE LODGE & HUTZ LLP

Internal Address: Atty. Dkt.: 21919-00019-US1

Street Address: 1990 M Street, N.W., Suite 800

City: Washington

State: DC Zip: 20036-3425

Phone Number: (202) 331-7111

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Email Address: BHairston@cblh.com

6. Total number of applications and patents involved:

1

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 22-0185

Authorized User Name Brian J. Hairston

9. Signature:

Signature

Brian J. Hairston - 46,750

Name of Person Signing

Date

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

4

## ASSIGNMENT BY INVENTOR

**THIS ASSIGNMENT**, made this 3rd day of AUGUST, 2005, by

Rochè KENNY (hereinafter referred to as Assignor), residing at Smalplaas, Rawsonville 6845, Republic of South Africa;

**WHEREAS**, Assignor has invented certain new and useful improvements in CONTAINER, set forth in a Patent application for which an International Application was filed on April 2, 2004, PCT/ZA2004/0000037, designating the United States; and

**WHEREAS**, APL Cartons (Pty) Ltd., a organized under and pursuant to the laws of the Republic of South Africa having its principal place of business at Abattoir Road, Worcester 6850, Republic of South Africa (hereinafter referred to as Assignee), is desirous of acquiring the entire right, title and interest in and to said inventions and said Application for Letters Patent of the United States, and in and to any Letters Patent of the United States to be obtained therefore and thereon.

**NOW, THEREFORE**, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, Assignor has sold, assigned, transferred and set over, and by these presents does sell, assign, transfer and set over, unto Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions and application for Letters Patent, and in and to any and all direct and indirect divisions, continuations and continuations-in-part of said application, and any and all Letters Patent in the United States and all foreign countries which may be granted therefore and thereon, and reissues, reexaminations and extensions of said Letters Patent, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by Assignee, for its own use and benefit and the use and benefit of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent may be granted and/or extended, as fully and entirely as the same would have been held and enjoyed by Assignor, had this sale and assignment not been made.

**AND** for the same consideration, Assignor hereby represents and warrants to Assignee, its successors, legal representatives and assigns, that, at the time of execution and

delivery of these presents, except for any rights, titles and/or interests that have arisen to Assignee under law or that have already been transferred to Assignee, Assignor is the sole and lawful owner of the entire right, title and interest in and to the said inventions and application for Letters Patent above-mentioned, and that the same are unencumbered and that Assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth.

**AND** for the same consideration, Assignor hereby covenants and agrees to and with Assignee, its successors, legal representatives and assigns, that Assignor will sign all papers and documents, take all lawful oaths and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of any Letters Patent and applications for Letters Patent for said inventions, without charge to Assignee, its successors, legal representatives and assigns, whenever counsel of Assignee, or counsel of its successors, legal representatives and assigns, shall advise: that any proceeding in connection with said inventions, or said Patent application for Letters Patent, or any proceeding in connection with any Letters Patent or applications for Letters Patent for said inventions in any country, including but not limited to interference proceedings, is lawful and desirable; or, that any division, continuation or continuation-in-part of any application for Letters Patent, or any reissue, reexamination or extension of any Letters Patent, to be obtained thereon, is lawful and desirable.

**AND** Assignor hereby requests the Commissioner of Patent and Trademarks to issue said Letters Patent of the United States to Assignee, as Assignee of said inventions and the Letters Patent to be issued thereon, for the sole use and benefit of Assignee, its successors, legal representatives and assigns.

**AND** Assignor hereby grants the following individuals the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document:

CONNOLLY BOVE LODGE & HUTZ LLP

All practitioners at Customer Number 30678

AND Assignor acknowledges an obligation of assignment of this invention to Assignee at the time the invention was made.

  
\_\_\_\_\_  
Rochè KENNY

Date: 3 AUGUST 2005

Republic of South Africa )  
Province of \_\_\_\_\_) ss.:  
Town of \_\_\_\_\_)

On this 3rd day of August, 2005, before me personally came Rochè KENNY, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same.

  
\_\_\_\_\_  
Commissioner of Oaths

**Bernice S Jordan  
Practising Attorney  
Commissioner of Oaths  
2<sup>nd</sup> Floor Mariendahl House  
Newlands on Main  
Main Road, Newlands, 7700**