



PATENT APPLICATION  
DOCKET NO.: RC 288390**ASSIGNMENT**

WHEREAS, Berry Plastics Corporation, a corporation organized and existing under and by virtue of the laws of the State of Indiana, having an office at 101 Oakley Street, Evansville, Indiana 47706, hereinafter referred to as "ASSIGNOR," has acquired by assignment dated December 4, 2006 from the co-inventors Jennefer Genet and Thomas Walker, their entire right, title and interest in and to new and useful or ornamental discoveries and/or improvements in or relating to a

**CONTAINER LID,**

hereinafter referred to as "INVENTION," and to an application thereon for Letters Patent in the United States of America, hereinafter referred to as "APPLICATION," which has been filed on September 22, 2006 as Serial No. 29/266,528;

WHEREAS, THE COCA-COLA COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Delaware, having an office at One Coca-Cola Plaza, N.W., Atlanta, Georgia 30313 U.S.A., hereinafter referred to as "COMPANY," is desirous of acquiring the entire right, title and interest in and to said INVENTION and APPLICATION;

NOW THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) lawful money of the United States of America and other good and valuable consideration to it, in hand paid, the receipt of and sufficiency whereof are hereby acknowledged, ASSIGNOR, has sold, assigned and transferred and does hereby sell, assign and transfer unto COMPANY, its successors and assigns, its entire right, title and interest in and to INVENTION and APPLICATION assigned to it, including the right to apply for any Letters Patent thereon in the United States of America and in all other countries, including the right to claim the priority of the date of filing of any applications in the United States of America and in all other countries and including all continuations, divisionals, extensions, invention registrations, inventors' certificates, petty patents, re-examinations, registrations, reissues, renewals, revalidations, substitutes, utility models and the like corresponding thereto, to the full end of the term or terms of such Letters Patent, the same to be held and enjoyed by COMPANY, its successors and assigns the same as it would have been held and enjoyed by ASSIGNOR if this assignment and sale had not been made.

ASSIGNOR hereby authorizes and requests the United States Commissioner of Patents and Trademarks and equivalent official in all other countries to issue all such Letters Patent to COMPANY in accordance with this instrument of assignment.

ASSIGNOR hereby represents and warrants that there are no rights or interests outstanding with respect to any third party inconsistent with the rights and interests granted herein and that ASSIGNOR shall not execute any instrument or grant or transfer any rights or

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interests inconsistent therewith, and that ASSIGNOR and its successors and assigns, as the case may be, shall execute and deliver to COMPANY, its successors and assigns, any further documents or instruments, including but not limited to affidavits, declarations, powers of attorney and assignments and do any and all further acts that may be deemed necessary by COMPANY, its successors and assigns, to file and prosecute applications for such Letters Patent in any country where it may elect to file such applications, and that may be necessary to vest in COMPANY, its successors and assigns the title herein conveyed, or intended so to be, and to enable such title to be recorded in the United States of America and in all other countries where any such applications may be filed.

AND, ASSIGNOR further covenants and agrees that ASSIGNOR and its successors and assigns, as the case may be, in consideration of the premises shall at any time upon request, communicate to COMPANY, its successors and assigns, all material facts and provide COMPANY with all available documentation thereof in the possession or control of ASSIGNOR or its successors or assigns, as the case may be, relating in any way to INVENTION including the history thereof and shall testify as to same in any interference, litigation or any other proceeding in the United States of America including its territorial possessions and in any other country when requested to do so by COMPANY, its successors and assigns.

IN WITNESS WHEREOF, a duly authorized officer of ASSIGNOR has executed this Assignment to be effective on the date executed below.

ASSIGNOR:

Berry Plastics Corporation

By: David Jackson

Print Name: David Jackson

Title: EVP, Product Development

STATE OF Indiana )

COUNTY OF Vanderburgh )

SS:

SUBSCRIBED AND SWORN TO before me, a Notary Public, by David Jackson, in his/her capacity as EVP of Berry Plastics Corporation, this 4th day of December, 2006.

Notary Public

My Commission Expires:

KARA HELPERT

Notary Public, State of Indiana

County of Vanderburgh

My Commission Expires Jun. 1, 2012