

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
Kelly R. Fitzwater	08/31/2007
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Graphic Packaging International, Inc.
<b>Street Address:</b>	814 Livingston Court
<b>City:</b>	Marietta
<b>State/Country:</b>	GEORGIA
<b>Postal Code:</b>	30067
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	11881206
<b>CORRESPONDENCE DATA</b>	
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<b>ATTORNEY DOCKET NUMBER:</b>	R029 13410.1
<b>NAME OF SUBMITTER:</b>	Dana E. Stano
<b>Total Attachments: 2</b>	
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## PATENT AND INVENTION ASSIGNMENT

WHEREAS, the undersigned:

**Kelly R. Fitzwater**, a citizen of the United States of America, residing at

25 Kendall Street, Lakewood, Colorado 80226,

(hereinafter referred to as "**Assignor**") has invented certain inventions and improvements disclosed in a non-provisional application for Letters Patent entitled **MICROWAVE HEATING CONSTRUCT**, which application was filed in the United States Patent and Trademark Office on July 26, 2007, and assigned Patent Application No. 11/881,206;

WHEREAS, it is agreed that **GRAPHIC PACKAGING INTERNATIONAL, INC.**, a Corporation of the State of Delaware, having its principal place of business at 814 Livingston Court, Marietta, Georgia 30067, is entitled to or is desirous of acquiring all right, title and interest related to the same;

NOW, THEREFORE, for and in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **Assignor**, by this presents, does sell, assign and transfer unto **GRAPHIC PACKAGING INTERNATIONAL, INC.**, the full, exclusive and entire right, title and interest: (i) in and to all inventions and improvements disclosed and described in said application, (ii) in and to said application, (iii) in and to all divisional, continuation, and continuation-in-part applications describing in whole or in part the said inventions and improvements, preparatory to obtaining Patents of the United States therefor, (iv) in and to all patents of the United States which may be granted on the foregoing and all reissues and extensions thereof, (v) in and to any provisional patent applications filed in the United States describing in whole or in part the said inventions and improvements, from which priority may be claimed under Title 35 of the United States Code, and (vi) in and to the right to claim any applicable foreign and domestic priority rights arising from any of the aforementioned patent applications; and **Assignor** does hereby request the Commissioner of Patents to issue any and all Patents of the United States resulting from said application, or from a division, continuation, continuation-in-part, or reissue thereof, to **GRAPHIC PACKAGING INTERNATIONAL, INC.** as Assignee, for its interest and for the sole use and behoof of **GRAPHIC PACKAGING INTERNATIONAL, INC.** and its assigns and legal representatives;

For the same consideration, **Assignor**, by this presents does sell, assign and transfer to **GRAPHIC PACKAGING INTERNATIONAL, INC.** the full, exclusive and entire right, title and interest: in and to any and all applications for industrial property protection, including without limitation, all applications for patents, utility models, inventors' certificates and designs, (the "Foreign Applications") filed or which are hereafter filed in countries foreign to the United States and describing in whole or in part the said inventions and improvements, in and to any Patents and similar protective rights

granted on said Foreign Applications, and in and to the right to file such applications and the right to claim any applicable priority rights arising from or required for said Foreign Applications under the terms of any applicable conventions, treaties, statutes, or regulations; said Foreign Applications to be filed and issued in the name of **GRAPHIC PACKAGING INTERNATIONAL, INC.** or its respective designees, insofar as permitted by applicable law;

AND, for the same consideration, Assignor agrees to communicate to the said **GRAPHIC PACKAGING INTERNATIONAL, INC.**, its successors, legal representatives and assigns, any facts known to Assignor respecting said invention, sign all lawful papers, execute all divisional, continuation, continuation-in-part, reissue and other applications, make all assignments and rightful oaths, and generally do everything possible to aid **GRAPHIC PACKAGING INTERNATIONAL, INC.**, its successors, assigns, and nominees, to obtain and enforce proper protection for all said inventions and improvements in all countries throughout the world.

8-31-07  
Date

Kelly R. Fitzwater  
Kelly R. Fitzwater

STATE OF COLORADO

COUNTY OF Jefferson

Before me, a Notary Public in and for the County and State aforesaid, on this 31<sup>st</sup> day of August, 2007, personally appeared Kelly R. Fitzwater, known to me to be the same person whose name is subscribed to the foregoing Patent and Invention Assignment, who being duly sworn acknowledged that she signed, sealed and delivered the said Patent and Invention Assignment as her free and voluntary act for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal

(SEAL)

Julie Larkhan  
NOTARY PUBLIC  
My Commission Expires: 12/1/2009