

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Ralph William MacKenzie	09/18/2003
Tyler James DeLong	09/17/2003
Ryan P. Gingras	09/16/2003
RECEIVING PARTY DATA	
Name:	Dart Container Corporation
Street Address:	500 Hogsback Road
City:	Mason
State/Country:	MICHIGAN
Postal Code:	48854
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	11852505
CORRESPONDENCE DATA	
Fax Number:	(616)742-1010
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	616-742-3500
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Correspondent Name:	McGarry Bair PC
Address Line 1:	32 Market Avenue, S.W.
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Address Line 4:	Grand Rapids, MICHIGAN 49503
ATTORNEY DOCKET NUMBER:	70254-0707
NAME OF SUBMITTER:	Mark A. Davis

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Total Attachments: 3
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ASSIGNMENT

WHEREAS, Ralph William MacKenzie, Tyler James DeLong and Ryan P. Gingras, residing, respectively, at 1117 Windreef Circle, Okemos, Michigan, 48864, 2204 Beechnut Trail, Holt, Michigan, 48842, and 12371 Bohne Rd., Grass Lake, Michigan, 49420 (hereinafter "Assignors") have invented certain new and useful improvements in:

METHOD AND APPARATUS FOR ASSEMBLING A CLOSURE TAB TO A LID

for a full description of which reference is here made to a provisional application for Letters Patent of the United States of America which has been filed in the U.S. Patent and Trademark Office; and

WHEREAS, Dart Container Corporation, a corporation of the State of Nevada, having its principal office and place of business in the City of Mason, County of Ingham, State of Michigan, (hereinafter "Assignee") is desirous of acquiring the entire right, title, and interest in, to, and under said invention and application above-identified, and in, to, and under any Letters Patent that may be obtained for said invention, together with all foreign rights corresponding thereto, as hereinafter more fully set forth.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN, be it known that, for and in consideration of the sum of One Dollar (\$1.00), and other valuable and legally sufficient consideration, the receipt of which by Assignors from Assignee is hereby acknowledged, Assignors have agreed to sell, assign, and transfer and by these presents do hereby sell, assign, and transfer unto Assignee the entire right, title, and interest in, to, and under: said invention and application above identified; any Letters Patent of the United States of America that may be obtained in respect thereof; any corresponding applications for Letters Patent and Letters Patent therefor in all other areas of the world; and any reissues, extensions, substitutions, confirmations, divisions, and continuations of any of the foregoing (hereinafter "Invention Rights"), to have and to hold for the sole and exclusive use and benefit of Assignee forever.

Assignors hereby covenant and agree, for themselves and for their respective legal representatives, to assist and cooperate with Assignee in the preparation and prosecution of any applications included within the Invention Rights and in the prosecution or defense of any interference, opposition, or other proceeding that may arise in connection with any applications or Letters Patent included within the Invention Rights and further to execute and deliver to Assignee any and all additional papers that may be requested by Assignee for the purpose of implementing the terms of this **ASSIGNMENT**.

Assignors hereby authorize and empower Assignee to invoke and claim for any applications or Letters Patent included within the Invention Rights the benefit of any rights to which Assignors might be entitled under international law or under the laws of any particular country (such as, without limitation, the right of priority provided by the International Convention for the Protection of Industrial Property, as amended) and to invoke and claim such rights without further written or oral authorization from Assignors.

Assignors hereby consent that a copy of this **ASSIGNMENT** shall be deemed a full legal and formal equivalent of any assignment, consent to file, or like document that may be required in any particular country for any purpose and more particularly in proof of the right of Assignee to claim the aforesaid benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended.

Assignors covenant and agree that this **ASSIGNMENT** and all of the terms hereof shall inure to the benefit of the successors, assigns, legal representatives, or nominees of Assignee, without further written or oral authorization from Assignors.

Assignors hereby authorize and request Assignee to fill in the following blanks specifying the United States Serial No. and filing date for said application above identified:

U.S. Serial No. _____
Filed _____

but Assignee's failure to do so shall have no bearing whatsoever upon the validity or legal effect of this ASSIGNMENT.

Assignors hereby authorize and request the Commissioner of Patents and Trademarks of the United States Patent and Trademark Office to issue Letters Patent to Assignee in accordance with the terms of this ASSIGNMENT.

IN TESTIMONY WHEREOF, the said Assignors have respectively hereunto set their hands on the dates indicated below.

Dated: 9/18/03 SIGNATURE: Ralph William MacKenzie
NAME: Ralph William MacKenzie

STATE OF Michigan)
) ss.
COUNTY OF Ingham)

On this 18th day of September, 2003, personally appeared before me the above-named Ralph William MacKenzie, to me known and known to me to be the person described in and who executed the foregoing instrument and acknowledged the same to be his/her free act and deed in and for the purposes set forth in said instrument.

Charlene L. Kuch
Notary Public, Ingham county, Michigan
My commission expires: April 11, 2006

CHARLENE L. KUCH
Notary Public
Ingham County, Michigan
My Commission Expires April 11, 2006

Dated: 9/17/03 SIGNATURE: Tyler James DeLong
NAME: Tyler James DeLong

STATE OF PA)
) ss.
COUNTY OF Lancaster)

On this 17 day of Sept, 2003, personally appeared before me the above-named Tyler James DeLong, to me known and known to me to be the person described in and who executed the foregoing instrument and acknowledged the same to be his/her free act and deed in and for the purposes set forth in said instrument.

Betty L. Baum
Notary Public, PA County, Lancaster
My commission expires: 12-18-09

Notarial Seal
Betty L. Baum, Notary Public
Upper Leacock Twp., Lancaster County
My Commission Expires Dec. 18, 2004
Member, Pennsylvania Association of Notaries

Dated: 9-16-03

SIGNATURE: Ryan P. Gingras

NAME: Ryan P. Gingras

STATE OF MICHIGAN)
) ss.
COUNTY OF INGHAM)

On this 16th day of September, 2003, personally appeared before me the above-named Ryan P. Gingras, to me known and known to me to be the person described in and who executed the foregoing instrument and acknowledged the same to be his/her free act and deed in and for the purposes set forth in said instrument.

Kurt A. McClintock
KURT A. McCLINTOCK
Notary Public, Calhoun County, Michigan

My commission expires: 29 March 2006
