

PATENTS ONLY**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

APPLICANT(S) : Benjamin F. Vail
FOR : **CORRUGATED SHELF**
SERIAL NO. : 11/833,482
FILED : August 3, 2007
EXAMINER : Unknown
ART UNIT : Unknown
CONFIRMATION NO. : 7963
ATTORNEY DOCKET NO. : MSSZ 2 00010

ASSIGNMENT RECORDATION FORM COVER SHEET

U.S. Patent and Trademark Office
 MAIL STOP ASSIGNMENT SERVICES DIVISION
 P.O. Box 1450
 Alexandria, VA 22313-1450

To the Director of the U.S. Patent and Trademark Office:

Please record the attached documents.

1. **Name of Conveying Party(ies):** **Benjamin F. Vail** **Execution Date(s):** **September 20, 2007**

2. **Name and address of Receiving Party(ies):**

Massillon Container Company
51 Ohio Street
Navarre, OH 44662
US

OP \$40.00 11833482

3. Nature of conveyance:

- Assignment

 Change of Name
 Security Agreement

 Merger
 Other:

4. Application or patent number(s):

This document is being filed together with a new application.

A. Patent Application No.(s)

B. Patent No.(s)

11/833,482

5. Address to whom correspondence concerning document should be mailed:

CUSTOMER NUMBER 027885
 Fay Sharpe LLP
 1100 Superior Avenue
 Seventh Floor
 Cleveland, OH 44114-2579
 Phone Number: 216-861-5582
 Fax Number: 216-241-1666
 Email Address: tnauman@faysharpe.com

6. Total number of applications and patents involved: 17. Total fee (37 CFR 1.21(h) & 3.41) \$40.00

Payment for the filing of this Assignment is authorized to be charged to a Credit Card. The appropriate PTO form 2038 is enclosed. **If the Credit Card is unable to be charged, please charge any and all fees or credit any overpayment to Deposit Account No. 06-0308.** If there are any additional fees required by this communication, please charge same to Deposit Account No. 06-0308.

8. 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.
9. Total number of pages including cover sheet, attachments, and documents enclosed: 5.

Respectfully submitted,

FAY SHARPE LLP

21 September 2007
Date

Timothy E. Nauman
Timothy E. Nauman, Reg. No. 32,283
1100 Superior Avenue
Seventh Floor
Cleveland, OH 44114-2579
216-861-5582

CERTIFICATE OF MAILING OR TRANSMISSION	
I hereby certify that this correspondence (and any item referred to herein as being attached or enclosed) is (are) being	
<input type="checkbox"/> deposited with the United States Postal Service as First Class Mail, addressed to: Mail Stop Assignment Services Division, Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450 on the date indicated below.	
<input checked="" type="checkbox"/> transmitted to the USPTO by fax (571-273-0140) in accordance with 37 CFR 1.18 on the date indicated below.	
Express Mail Label No.:	Signature: <u>Barbara Brazier</u>
Date: September <u>21</u> , 2007	Name: Barbara Brazier

N:\MSSZ\200010\bjb0006389V001.docx

Attorney Docket No.: MSSZ 2 00010

ASSIGNMENT

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I/We, the undersigned, **Benjamin F. Vail** of 1157 North Cleveland-Massillon Road, Akron, Ohio 44333 ("Inventor") who has created a certain invention for which a U.S. Patent Application has been filed in the U.S. Patent and Trademark Office on August 03, 2007 as U.S. Serial No. 11/833,482 and is entitled

CORRUGATED SHELF

hereby sells, assigns and transfers to **Massillon Container Company**, ("Assignee"), a corporation of the State of Ohio, having a place of business at **51 Ohio Street, Navarre, Ohio 44662**, its successors, assigns, nominees or other legal representatives, the full, exclusive, entire worldwide rights, title and interest in, to, and under said invention as described and claimed in said application, including any provisional application from which it claims priority, the same to be held and enjoyed by Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, nominees, or other legal representatives, to the end of the term or terms for which said Letters Patent are or may be granted, reissued, or extended, as fully and entirely as the same would have been held and enjoyed by Inventor if this assignment and sale had not been made; all of the entire rights, title and interest in and to said invention and said application, and all original and reissued patents granted for said invention, and all divisions, reissues, continuations-in-part, and continuations of said application, including the subject matter of any and all claims which may be obtained in every patent, and the right, where such right can be legally exercised, in Assignee's own name to apply for and obtain patents in countries foreign to the United States, including the full right to claim for any such application the benefits of the International Convention and the Patent Cooperation Treaty as fully and entirely as Inventor could have done if the foreign application had been filed in the names of the Inventor, and the entire interest in any Letters Patent which may be granted on any such application in such foreign countries, and Inventor authorizes and requests the Commissioner of Patents of the United States, and any official of any country or countries foreign to the United States whose duty is to issue patents on applications as aforesaid, to issue the said Letters Patent to Assignee, its successors, assigns, nominees, or other legal representatives, as Assignee and owner of the said entire rights, and Inventor covenants that Inventor has the full right to convey the said entire interest herein assigned and that Inventor has not executed and will not execute any agreement in conflict herewith, and Inventor will communicate to Assignee, its successors, assigns, nominees, or other legal representatives all facts known to Inventor respecting said invention, whenever requested, and testify in any legal proceedings, sign all lawful papers, execute and deliver all divisional, continuing, and reissue applications, make all rightful oaths or declarations, and do all lawful acts requisite for the application for such divisional, continuing, or reissue applications, or the procuring thereof, and that if and when Assignee, its successors, assigns, nominees, or other legal representatives desire to file a disclaimer relating thereto, Inventor will, upon request, sign and deliver all lawful papers requisite for the filing of such disclaimer; and

PATENT

REEL: 019867 FRAME: 0698

