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To the Honorable Commissioner of Patents and Trademarks

1. Name of conveying party(ies):

Linh Pham, Martin Calvo and Dax Machovec

Additional names(s) of conveying party(ies) Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: 11/6/2007

2. Name and address of receiving party(ies):

Name: Illinois Tool Works Inc.

Internal Address: _____

Street Address: 3600 West Lake Avenue

City: Glenview State: IL ZIP: 6002

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

4. Application number(s) or registration numbers(s):

If this document is being filed together with a new application, the execution date of the application is: 11/6/2007

A. Patent Application No.(s) _____ B. Patent No.(s) _____

Additional numbers attached? Yes No

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

Name: Dennis M. Flaherty

Internal Address: _____
Ostrager Chong Flaherty & Broitman P.C.

Street Address: 570 Lexington Avenue

City: New York State: NY ZIP: 10022-6894

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41):.....\$ 40.00
 Enclosed - Any excess or insufficiency should be credited or debited to deposit account
 Authorized to be charged to deposit account

8. Deposit account number: 50-31951 FC:8021 40.00 OP

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9. Statement and signature.
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.

Dennis M. Flaherty Dennis Flaherty November 6, 2007
Name of Person Signing Signature Date

ASSIGNMENT

WHEREAS, Linh Pham, residing at 2103 Cantata Drive, Unit 55, Chula Vista, CA 91914, Martin Calvo, residing at 1958 Harrils Mill Avenue, Chula Vista, CA 91913, and Dax Machovec, residing at 1592 Hackberry Pl., Chula Vista, CA 91915 (hereinafter "Assignors") have invented certain new and useful inventions and improvements (hereinafter "Invention") described in the United States patent application entitled "Reclosable Storage Bag Having Flexible Sidewalls Combined with Less Flexible Container", for which Assignors are making application for LETTERS PATENT OF THE UNITED STATES, which application has been duly executed by the Assignors concurrently herewith;

WHEREAS, Illinois Tool Works Inc., a corporation organized and existing under the laws of the State of Delaware, USA, having a principal place of business at 3600 West Lake Avenue, Glenview, Illinois 60026-1215 (hereinafter "Assignee"), is desirous of acquiring the entire right, title and interest in and to the Invention within the United States of America and its territorial possessions and all foreign countries, and in and to any United States or foreign LETTERS PATENT that may be granted therefor;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Assignors have assigned, sold and transferred, and do assign, sell and transfer to the Assignee, its successors and assigns, the entire right, title and interest in and to the Invention within the United States of America and its territorial possessions and all foreign countries, and in and to any LETTERS PATENT of the United States and foreign countries, including utility models, inventor's certificates and like government grants that may be granted for any and all portions thereof, and in and to the patent application identified above and applications for patent filed for the Invention in all foreign countries and all provisional, divisional, reissue, continuation, continuation-in-part applications and extensions of any of the applications for patent or LETTERS PATENT identified herein, including all applications claiming the priority of said applications for patent or LETTERS PATENT identified herein, and the right to apply for LETTERS PATENT in foreign countries with full benefit of such priorities as may now or hereafter be granted to the Assignors by local laws or by treaty, including any international convention, for the protection of industrial property, together with the right to extend the protection of the United States LETTERS PATENT to the various territorial possessions now owned or which may be hereafter acquired by the United States of America. The Assignee will hold all rights for its own use and benefit and for the use and benefit of its successors or assigns to the full end of the term for which the LETTERS PATENT may be granted, as fully and entirely as the same would have been held and enjoyed by the Assignors if this assignment and sale had not been made. The Assignors request and authorize the Commissioner of the U.S. Patent and Trademark Office, and foreign counterpart officials of foreign patent

offices, to issue respective LETTERS PATENT in the United States and foreign countries when granted, in accordance with this assignment.

Each Assignor further covenants and agrees with the Assignee that the Assignor has a full and unencumbered title to the Invention, which title the Assignor warrants to the Assignee. Each Assignor further agrees that the Assignor will, without demanding any further consideration therefor, at the request and expense of the Assignee, do all lawful and just acts, including the execution and acknowledgment of instruments, that may be or become necessary for obtaining, sustaining, extending, reissuing or reexamining United States and foreign LETTERS PATENT or the like for the Invention, and for maintaining and perfecting the Assignee's right to the Invention and LETTERS PATENT particularly in cases of interference conflict, opposition and litigation.

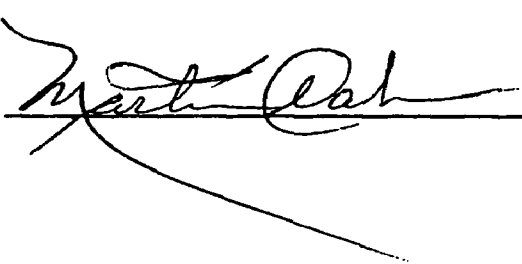
IN TESTIMONY WHEREOF, each Assignor has signed this Assignment on the respective date set forth below.

Full name of first joint inventor: **LINH PHAM**

Inventor's signature:  _____

NOV. 6, 2007
DATE

Full name of second joint inventor: **MARTIN CALVO**

Inventor's signature:  _____

Nov 6, 07
DATE

Full name of third joint inventor: **DAX MACHOVEC**

Inventor's signature:  _____

11/6/07
DATE