

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

ASSIGNMENT

CONVEYING PARTY DATA

| Name                | Execution Date |
|---------------------|----------------|
| Magenta Corporation | 06/05/2008     |

RECEIVING PARTY DATA

|                   |                                     |
|-------------------|-------------------------------------|
| Name:             | Magenta LLC (f/k/a SFH-Magenta LLC) |
| Street Address:   | 40 Shuman Boulevard                 |
| Internal Address: | Suite 290                           |
| City:             | Naperville                          |
| State/Country:    | ILLINOIS                            |
| Postal Code:      | 60563                               |

PROPERTY NUMBERS Total: 27

| Property Type  | Number  |
|----------------|---------|
| Patent Number: | D512634 |
| Patent Number: | D512316 |
| Patent Number: | D504612 |
| Patent Number: | D499012 |
| Patent Number: | D498144 |
| Patent Number: | 5947345 |
| Patent Number: | 5927529 |
| Patent Number: | 5850950 |
| Patent Number: | 5791504 |
| Patent Number: | 5752615 |
| Patent Number: | 5740938 |
| Patent Number: | 5709306 |
| Patent Number: | 5579933 |
| Patent Number: | 5372267 |

PATENT

500581109

REEL: 021172 FRAME: 0124

OP \$1080.00 D512634

|                |         |
|----------------|---------|
| Patent Number: | 5339993 |
| Patent Number: | 5320260 |
| Patent Number: | 5285917 |
| Patent Number: | 5211301 |
| Patent Number: | 5193722 |
| Patent Number: | 5090583 |
| Patent Number: | 5085331 |
| Patent Number: | D321137 |
| Patent Number: | D320939 |
| Patent Number: | 5054663 |
| Patent Number: | 5022566 |
| Patent Number: | 4984720 |
| Patent Number: | 4901892 |

# CORRESPONDENCE DATA

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Address Line 4: Chicago, ILLINOIS 60601

|                         |          |
|-------------------------|----------|
| ATTORNEY DOCKET NUMBER: | 11098-10 |
|-------------------------|----------|

|                    |                     |
|--------------------|---------------------|
| NAME OF SUBMITTER: | George H. Kobayashi |
|--------------------|---------------------|

Total Attachments: 5

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## PATENT ASSIGNMENT AND AGREEMENT

This Patent Assignment and Agreement (the "Assignment") is made effective as of the 5 day of June, 2008, by and between Magenta Corporation, an Illinois corporation ("Assignor"), and SFH-Magenta LLC, an Illinois limited liability company ("Assignee").

### INTRODUCTION

WHEREAS, Assignor is the owner of all right, title and interest in, to and under the patents and patent registrations listed on the attached Schedule A (hereinafter, the "Patents"), and the goodwill of the business associated with the Patents (the "Goodwill");

WHEREAS, Assignee is desirous of acquiring all rights to the Patents and the Goodwill.

### ASSIGNMENT AND AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Assignor hereby sells, assigns, transfers, conveys and sets over to Assignee, the entire right, title, interest in, to and under the Patents and the Goodwill to be held and enjoyed by Assignee, its successors, assigns and other legal representatives, as fully and completely as the same would have been held by Assignor if this assignment had not been made. Without limiting the generality of the foregoing, Assignor hereby sells, assigns, transfers, conveys and sets over unto Assignee causes of action and rights to bring suit for infringement of the Patents.
2. Assignor hereby authorizes and requests any official throughout the world whose duty it is to register and record ownership in intellectual property rights, including the United States Patent and Trademark Office, to record Assignee as the assignee and owner of the Patents.
3. Assignor hereby agrees to execute and deliver at a future date any additional documents that Assignee determines may be necessary or desirable, or that may be required under federal or state law, to preserve and protect, and to perfect Assignee's ownership of, the Patents and the Goodwill. Assignor further agrees to pay any filing or other governmental fees and charges that become due and payable prior to the date hereof in connection with the registration of any of the Patents.
4. Assignor hereby grants to Assignee a power of attorney (which power is hereby acknowledged to be coupled with an interest and irrevocable) and appoints Assignee to serve as its agent and attorney-in-fact, with powers of substitution, in each case for the limited purposes of executing and delivering such documents and doing such acts in Assignor's place and stead as Assignor would otherwise be obligated to do pursuant to paragraph 3 above.

5. This Assignment shall be governed by, and construed in accordance with, the laws of the State of Illinois, without regard to any conflict of laws provisions.

\*\*\*

IN WITNESS WHEREOF, Assignor and Assignee have caused this Patent Assignment and Agreement to be executed and delivered by their duly authorized officers and agents effective as of the date first set forth above.

Assignor:

Magenta Corporation

By: Michael C Illenberger

Name: MICHAEL C ILLENBERGER

Title: President

STATE OF IL )

COUNTY OF COOK ) SS:

The Undersigned, a Notary Public within and for said County, in the State aforesaid, duly commissioned and acting, do hereby certify that on this 5 day of June, 2008, personally appeared before me M. Illenberger, the President of MAGENTA CORPORATION, to me personally well known and known to be the person who signed the foregoing instrument, and who, being by me duly sworn, stated and acknowledged that he is the president of said corporation, and that he signed and delivered the same in behalf of said corporation, with authority, as his and its free and voluntary act and deed for the uses and purposes therein mentioned and set forth.



Christopher A. McVety

Notary Public

ACCEPTED:

SFH-Magenta LLC,  
as Assignee

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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## LLC FILE DETAIL REPORT

|                           |                                    |                   |   |
|---------------------------|------------------------------------|-------------------|---|
| Entity Name               | MAGENTA LLC                        | File Number       | 02505274                                      |
| Status                    | GOODSTANDING                       | On                | 04/17/2008                                    |
| Entity Type               | LLC                                | Type of LLC       | Domestic                                      |
| File Date                 | 04/17/2008                         | Jurisdiction      | IL  |
| Agent Name                | THOMAS P. MCMENAMIN                | Agent Change Date | 04/17/2008                                    |
| Agent Street Address      | 203 N LASALLE STREET,<br>STE 2500  | Principal Office  | 40 SHUMAN BLVD, SUITE 290<br>NAPERVILLE 60563 |
| Agent City                | CHICAGO                            | Management Type   | MGR   |
| Agent Zip                 | 60601                              | Dissolution Date  |   |
| Annual Report Filing Date | 00/00/0000                         | For Year          |   |
| Old LLC Name              | 06/12/2008 - SFH-MAGENTA LLC       |                   |   |
| Series Name               | NOT AUTHORIZED TO ESTABLISH SERIES |                   |   |

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**Schedule A  
to  
PATENT ASSIGNMENT AND AGREEMENT**

| <b>Patent #</b> | <b>Title</b>  | <b>Filing Date</b> |
|-----------------|---|--------------------|
| D512,634        | Dispensing portion of a closure                                 | 2/9/2004           |
| D512,316        | Bottle neck   | 4/9/2004           |
| D504,612        | Ovalish dispensing closure                                      | 2/27/2004          |
| D499,012        | Ovalish dispenser   | 4/9/2004           |
| D498,144        | Oval bottle   | 2/27/2004          |
| 5,947,345       | Child resistant telescopic small item dispenser                 | 5/22/1998          |
| 5,927,529       | Child resistant container                                       | 12/31/1997         |
| 5,850,950       | Container for dispensing powdered granular or flaked substances | 5/9/1997           |
| 5,791,504       | Child resistant container                                       | 8/19/1996          |
| 5,752,615       | Safety container  | 2/2/1997           |
| 5,740,938       | Safety container  | 1/31/1996          |
| 5,709,306       | Adult container and dispenser for small items                   | 7/1/1996           |
| 5,579,933       | Safety container and dispenser for small items                  | 12/12/1994         |
| 5,372,267       | Safety container and dispenser for small items                  | 6/30/1993          |
| 5,339,993       | Shaker closure  | 3/13/1992          |
| 5,320,260       | Syrup dispenser   | 3/9/1993           |
| 5,285,917       | Safety closure for containers                                   | 3/11/1992          |
| 5,211,301       | Spooning closure  | 1/27/1992          |
| 5,193,722       | Side dispensing closure   | 7/29/1991          |
| 5,090,583       | Tamper-evident, tamper-resistant closure                        | 3/27/1991          |
| 5,085,331       | Spooning closure  | 2/26/1990          |
| D321,137        | Container closure   | 11/17/1989         |
| D320,939        | Dispensing closure  | 2/26/1990          |
| 5,054,663       | Side dispensing closure   | 8/14/1989          |
| 5,022,566       | Press-open side dispensing closure                              | 2/26/1990          |
| 4,984,720       | Side dispensing closure   | 3/1/1989           |
| 4,901,892       | Tamper evident container closure                                | 7/22/1998          |