# Electronic Version v1.1

Stylesheet Version v1.1

| SUBMISSION TYPE:  |                        |        | NEW ASSIGNMENT                       |                    |  |  |  |  |  |  |
|---|------------------------|--------|--------------------------------------|--------------------|--|--|--|--|--|--|
| NATURE OF CONVEYANCE:   |                        |        | ASSIGNMENT                           |                    |  |  |  |  |  |  |
| CONVEYING PARTY DATA  |                        |        |                                      |                    |  |  |  |  |  |  |
| Name Execution Date   |                        |        |                                      |                    |  |  |  |  |  |  |
| Chester Labs, Inc.  |                        |        |                                      | 05/28/2008         |  |  |  |  |  |  |
| RECEIVING PARTY DATA  |                        |        |                                      |                    |  |  |  |  |  |  |
| Name:   | Chester Packaging, LLC |        |                                      |                    |  |  |  |  |  |  |
| Street Address:   | One Medline Place      |        |                                      |                    |  |  |  |  |  |  |
| City:   | Mundelein              |        |                                      |                    |  |  |  |  |  |  |
| State/Country:  | ILLINOIS               |        |                                      |                    |  |  |  |  |  |  |
| Postal Code:  | 60060-4486             |        |                                      |                    |  |  |  |  |  |  |
| PROPERTY NUMBERS Total: 1 Property Type Number  |                        |        |                                      |                    |  |  |  |  |  |  |
|   |                        | 61586  |                                      |                    |  |  |  |  |  |  |
|   |                        | 01000  |                                      |                    |  |  |  |  |  |  |
| Patent Number:     6158620       CORRESPONDENCE DATA     6158620  |                        |        |                                      |                    |  |  |  |  |  |  |
| Fax Number: (312)425-3909   |                        |        |                                      |                    |  |  |  |  |  |  |
| Correspondence will b   | oe sent via US         | Mail w | hen the fax attempt is unsuccessful. |                    |  |  |  |  |  |  |
| Phone: 312-425-8542   |                        |        |                                      |                    |  |  |  |  |  |  |
| Email: scimpoes@nixonpeabody.com  |                        |        |                                      |                    |  |  |  |  |  |  |
| Correspondent Name:       Sorinel Cimpoes         Address Line 1:       161 North Clark Street, 48th Floor  |                        |        |                                      |                    |  |  |  |  |  |  |
| Address Line 4: Chicago, ILLINOIS 60601-3213  |                        |        |                                      |                    |  |  |  |  |  |  |
| ATTORNEY DOCKET NUMBER:   |                        |        | 213786-000505USPT                    |                    |  |  |  |  |  |  |
| NAME OF SUBMITTER:  |                        |        | Sorinel Cimpoes                      |                    |  |  |  |  |  |  |
| Total Attachments: 5<br>source=Assignment#page1.tif<br>source=Assignment#page2.tif<br>source=Assignment#page3.tif<br>source=Assignment#page4.tif<br>source=Assignment#page5.tif |                        |        |                                      |                    |  |  |  |  |  |  |
| 500607367   |                        |        | REEL: (                              | )21311 FRAME: 0914 |  |  |  |  |  |  |

### **EXECUTION COPY**

#### PATENT ASSIGNMENT

WHEREAS, Chester Labs, Inc. (the "Seller"), an Ohio corporation, is the sole and exclusive owner of the patents and patent applications listed on the attached <u>Schedule A</u>, and of the inventions or improvements disclosed therein (all hereinafter collectively referred to as the "Patents");

WHEREAS, Chester Packaging, LLC (the "**Buyer**"), an Illinois limited liability company is acquiring the Patents from Seller pursuant to the terms set forth in that certain Agreement for Purchase and Sale of Assets dated as of May 29, 2008 (the "**Agreement**"), to which Seller and Buyer are parties; and

WHEREAS, Seller wishes to herein memorialize said assignment, transfer and sale of the Patents to Buyer.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN, be it known that for good and valuable consideration set forth in the Agreement, and other valuable and legally sufficient consideration, the receipt and legal sufficiency of which is hereby acknowledged, the Seller has sold, assigned and transferred, and by these presents does sell, assign and transfer unto the Buyer, all right, title and interest in and to the Patents, and any continuations, continuations-inpart, divisions, reissues, reexaminations, extensions, and foreign patents and patent applications related thereto, and any rights to file applications and receive patents thereon, the same to be held and enjoyed by the Buyer for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, to the end of the term or terms for which the said Patents are or may be granted or reissued, as fully and entirely as the same would have been held and enjoyed by the Seller if this assignment and sale had not been made; together with all claims for past and future damages by reason of infringement of same, with the right to sue for past and future damages and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives.

AND, the Seller hereby requests the United States Commissioner of Patents and Trademarks (the "**Commissioner**"), as well as his or her foreign counterparts in the foreign jurisdictions which exercise authority over any of the Patents to record this Patent Assignment. The Seller hereby further requests the Commissioner and his or her foreign counterparts to issue any and all patents resulting from applications among the Patents or derived therefrom to Buyer as assignee of the entire interest.

AND, the Seller, for itself and its successors and assigns, hereby covenants and agrees that at any time and from time to time forthwith upon the request of the Buyer, the Seller will, at its expense, do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered, all such further acts, deeds, instruments, transfers and assurances as may be reasonably required by the Buyer in order to assign, transfer, set over and convey unto, and vest in, the Buyer, its respective successors and assigns, any or all of the Patents, and to put the Buyer in actual possession and operating control thereof, free and clear of all liens, to assist the Buyer in exercising all rights with respect thereto and to assure the Buyer of the full benefits thereof.

CHI99 4984886-1.056830.0015

This Patent Assignment shall be binding upon and shall inure to the benefit of the respective successors and assigns of the Seller and the Buyer. This Patent Assignment shall not confer any rights or remedies upon any person other than the parties hereto, and their respective successors and assigns.

\* \* \*

CHI99 4984886-1.056830.0015

IN TESTIMONY WHEREOF, the Seller has caused this Assignment to be executed by its duly authorized representative on May \_\_\_\_, 2008.

Seller: CHESTER LABS, INC.

By: Name Title:

**Buyer: CHESTER PACKAGING, LLC** 

By: \_ Name: Title:

ATTEST:

## **CERTIFICATE OF ACKNOWLEDGEMENT**

I, ARTHUR D. WREN, a Notary Public in and for OHO do hereby certify that JAHN B ARMETICA personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as a free act and deed on behalf of the identified corporation, CHESTER LABS, INC., with authority to do so.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this 24 day of May, 2008.

Notary Public



My Commission Has No Expiration Date. Section 147.03 O.R.C.

SIGNATURE PAGE TO PATENT ASSIGNMENT

IN TESTIMONY WHEREOF, the Seller has caused this Assignment to be executed by its duly authorized representative on May **21**, 2008.

Seller: CHESTER LABS, INC.

By: \_\_\_\_\_ Name: Title:

Buyer: CHESTER PACKAGING, LLC

By: <u>Alifth Lun</u> Name: <u>Alier M. I. berman</u> Title: Manager

ATTEST:

### **CERTIFICATE OF ACKNOWLEDGEMENT**

I, \_\_\_\_\_\_, a Notary Public in and for \_\_\_\_\_\_ do hereby certify that \_\_\_\_\_, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as a free act and deed on behalf of the identified corporation, CHESTER LABS, INC., with authority to do so.

IN WITNESS WHEREOF. I have hereunto set my hand and Notarial Seal, this \_\_\_\_\_ day of May, 2008.

Notary Public

Commission Expires:

SIGNATURE PAGE TO PATENT ASSIGNMENT

### SCHEDULE A CHESTER LABS, INC. PATENT ASSIGNMENT

| Country | Case<br>Type | Serial Number | Application<br>Date | Patent<br>Number | Issue/Grant<br>Date | Expiration<br>Date | Inventor              | Title                                   |
|---------|--------------|---------------|---------------------|------------------|---------------------|--------------------|-----------------------|---|
| U.S.    | Design       | 29/100,471    | 2/11/1999           | D417,111         | 11/30/1999          | 11/30/2013         | Polan, David L.       | Hinged Dispenser Housing                |
| U.S.    | Utility      | 09/266,226    | 3/10/1999           | 6,152,330        | 11/28/2000          | 2/11/2019          | Polan, David L.       | Hinged Dispenser Housing                |
| U.S.    | Design       | 29/100,472    | 2/11/1999           | D433,938         | 11/21/2000          | 11/21/2014         | Polan, David L.       | Collapsible Container<br>Body           |
| U.S.    | Utility      | 09/266,227    | 3/10/1999           | 6,158,620        | 12/12/2000          | 2/11/2019          | Polan, David L.       | Collapsible Container                   |
| U.S.    | Utility      | 10/842,204    | 5/10/2004           | 7,278,554        | 10/9/2007           | 5/10/2024          | Armstrong,<br>John B. | Hinged Dispenser Housing<br>and Adaptor |

CHI99 4984886-1.056830.0015

**RECORDED: 07/30/2008**