

PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

ASSIGNMENT

CONVEYING PARTY DATA

| Name | Execution Date |
|---------------------------|----------------|
| New WinCup Holdings, Inc. | 02/02/2009 |

RECEIVING PARTY DATA

| | |
|-----------------|-------------------------|
| Name: | Prairie Packaging, Inc. |
| Street Address: | 7200 S. Mason Avenue |
| City: | Bedford Park |
| State/Country: | ILLINOIS |
| Postal Code: | 60638 |

PROPERTY NUMBERS Total: 7

| Property Type | Number |
|---------------------|----------|
| Application Number: | 29198014 |
| Application Number: | 11058024 |
| Patent Number: | D531854 |
| Patent Number: | D446687 |
| Patent Number: | D436295 |
| Patent Number: | D537677 |
| Patent Number: | D533748 |

CORRESPONDENCE DATA

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PATENT

500771385

REEL: 022191 FRAME: 0832

CH \$280.00 29198014

ATTORNEY DOCKET NUMBER:

WINC-0001

NAME OF SUBMITTER:

Janis Calvo

Total Attachments: 5

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DOCKET NO.: WINC-0001

ASSIGNMENT

WHEREAS, **New WinCup Holdings, Inc.**, hereinafter referred to as the ASSIGNOR, a **corporation of Delaware**, having its principal place of business at **4640 Lewis Road, Stone Mountain, Georgia 30083**, is the owner of certain inventions or improvements for which applications for Letters Patent have been made or for which Letters Patent have been issued, all of which are listed on Attachment A hereto (hereafter Patent Property); and

WHEREAS, **Prairie Packaging, Inc.**, hereinafter referred to as the ASSIGNEE, a **corporation of Delaware**, having its principal place of business at **7200 S. Mason Avenue, Bedford Park, ILLINOIS 60638**, is desirous of acquiring the entire right, title and interest in and to the said Patent Property in any and all countries;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound hereby, ASSIGNOR has sold, assigned, transferred and set over, and by these presents does hereby sell, assign, transfer and set over to said ASSIGNEE, the entire right, title and interest in and to said Patent Property and any and all continuations, divisions and renewals of and substitutes for said Patent Property and to and under any and all additional Letters Patent which may be granted on or as a result thereof in the United States and any and all other countries, and any reissue or reissues or extension or extensions of said Letters Patent, and the full right to sue for and recover damages recoverable for past infringement of the same, and for violations of provisional rights having arisen from any published application(s) for said Patent Property. ASSIGNOR further assigns to and authorizes said ASSIGNEE to file corresponding applications for Letters Patent in all countries, to be held and enjoyed by said ASSIGNEE, its successors, assigns, nominees or legal representatives, to the full end of the term or terms for which said Letters Patent respectively may be granted, reissued or extended, as fully and entirely as the same would have been held and enjoyed by ASSIGNOR had this assignment, sale and transfer not been made.

It is hereby covenanted that ASSIGNOR has full right to convey the entire interest herein assigned, and that ASSIGNOR has not executed and will not execute any agreement in conflict herewith, and ASSIGNOR further covenants and agrees that it will each time request is made and without undue delay, execute and deliver all such papers as may be necessary or desirable to perfect the title to said Patent Property in said assignee, its successors, assigns, nominees, or legal representatives, and ASSIGNOR agrees to communicate to said ASSIGNEE or to its nominee all known facts respecting said Patent Property, to testify in any legal proceedings, to sign all lawful papers to execute all disclaimers and divisional, continuing, reissue and

DOCKET NO.: WINC-0001

foreign applications, to make all rightful oaths, and generally to do everything reasonably possible to aid said ASSIGNEE, its successors, assigns, nominees and legal representatives to obtain and enforce for its or their own benefit proper patent protection for said inventions or improvements in any and all countries, all at the expense, however, of said ASSIGNEE, its successors, assigns, nominees or legal representatives.

DOCKET NO.: WINC-0001

AND ASSIGNOR hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and any official of any country or countries foreign to the United States whose duty it is to issue patents on applications as aforesaid, to issue to said ASSIGNEE, as assignee of the entire right, title and interest, any and all Letters Patent for said Patent Property, including any and all Letters Patent of the United States which may be issued and granted on or as a result of any applications included in said Patent Property, in accordance with the terms of this assignment.

IN WITNESS WHEREOF, the undersigned, being properly authorized to execute this Assignment, hereunto sets their hand and seal.

New WinCup Holdings, Inc.

By: 
Caroline Williamson,
SVP and General Counsel

Date: 2-2-09

DOCKET NO.: WINC-0001

ATTACHMENT A

| Attorney Reference | Country | Application No. or Patent No. | Filing Date or Grant Date | Title |
|--------------------|-------------|-------------------------------|---------------------------|--------------------------------------|
| WINC-0006 | Australia | 301859 | 07-26-2004 | Container |
| WINC-0006A | Australia | 301860 | 06-03-2005 | Container |
| WINC-0007 | EPO | 000208764-0001 | 07-23-2004 | Container |
| WINC-0007A | EPO | 000208764-0002 | 07-23-2004 | Container |
| WINC-0008 | New Zealand | 405070 | 03-03-2006 | Container |
| WINC-0012 | USA | 29/198,014 | 01-23-2004 | Container |
| WINC-0016 | New Zealand | 405833 | 03-03-2006 | Container |
| WINC-0019 | USA | 11/058,024 | 02-15-2005 | Beverage Cup for Placement In Holder |
| WINC-0024 | USA | D531854 | 11-14-2006 | Lower Portion of a Cup |
| WINC-0025 | USA | D446687 | 08-21-2001 | Cup |
| WINC-0026 | USA | D436295 | 01-16-2001 | CUP |
| WINC-0042 | USA | D537677 | 03-06-2007 | Cup |
| WINC-0043 | USA | D533748 | 12-19-2006 | Cup |
| WINC-0068 | Australia | 300531 | 01-28-2005 | Cup |
| WINC-0069 | New Zealand | 405170 | 12-08-2005 | Cup |
| WINC-0070 | Australia | 300532 | 01-28-2005 | Cup |
| WINC-0071 | New | 405169 | 02-17- | Cup |

DOCKET NO.: WINC-0001

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