PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Jochen Backs	06/01/2009

RECEIVING PARTY DATA

Name:	Vaska, Inc.
Street Address:	2332 Fifth Street
City:	Berkeley
State/Country:	CALIFORNIA
Postal Code:	94710

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	29338122

CORRESPONDENCE DATA

Fax Number: (617)542-2241

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 617-348-4914

Email: cpeters@mintz.com

Correspondent Name: Carol H. Peters

Address Line 1: Mintz Levin Cohn Ferris Glovsky & Popeo

Address Line 2: One Financial Center

Address Line 4: Boston, MASSACHUSETTS 02111

ATTORNEY DOCKET NUMBER:	38649-502F01US
NAME OF SUBMITTER:	Carol H. Peters

Total Attachments: 6

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ASSIGNMENT

I, Jochen Backs, the undersigned, for good and valuable consideration, the receipt of which is hereby acknowledged, hereby assigns, sells and transfers to Vaska, Inc., a corporation organized under the laws of California, with offices at 2332 Fifth Street, Berkeley, California, 94710 and its successors, assigns and legal representatives, all hereinafter referred to as the ASSIGNEE: (1) my entire right, title and interest for the United States and in all countries, in and to any and all inventions, discoveries and applications which are disclosed in the application for United States Design Patent entitled:

CONTAINER

filed with the U.S. Patent and Trademark Office on June 4, 2009 and assigned Application Serial No. 29/338,122, and including any renewals, revivals, reissues, reexaminations, extensions, continuations and divisions thereof and any substitute applications therefor, and any subsequently filed design or utility patent applications claiming priority to Application Serial No. 29/338,122; (2) the full and complete right to file patent applications in the name of the ASSIGNEE, its designee, or in my/our names as the ASSIGNEE, or its designee's election, on the aforesaid inventions, discoveries and applications in all countries of the world; (3) the entire right, title and interest in and to any Design Patent which may issue thereon in the United States or in any country, and any renewals, revivals, reissues, reexaminations and extensions thereof, and any patents of confirmation, registration and importation of the same; and (4) the entire right, title and interest in all Convention and Treaty Rights of all kinds thereon, including without limitation all rights of priority in any country of the world, in and to the above inventions, discoveries and applications.

I hereby authorize and request the competent authorities to grant and to issue any and all such Design Patent in the United States and throughout the world to the ASSIGNEE of the entire right, title and interest therein, as fully and entirely as the same would have been held and enjoyed by me/us had this assignment, sale and transfer not been made.

I agree, at any time, upon the request of the ASSIGNEE, to execute and to deliver to the ASSIGNEE any additional applications for patents for said inventions and discoveries, or any part or parts thereof, and any applications for patents of confirmation, registration and importation based on any Design Patent issuing on said inventions, discoveries, or applications and divisions, continuations, renewals, revivals, reissues, reexaminations and extensions thereof.

I further agree at any time to execute and to deliver upon request of the ASSIGNEE such additional documents, if any, as are necessary or desirable to secure patent protection on said inventions, discoveries and applications throughout all countries of the world, and otherwise to do the necessary to give full effect to and to perfect the rights of the ASSIGNEE under this Assignment, including the execution, delivery and procurement of any and all further documents evidencing this assignment, transfer and sale as may be necessary or desirable.

I hereby covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment.

I further covenant that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said invention and said Design Patent and legal equivalents as may be known and accessible to ASSIGNOR and will testify as to the same in any interference, litigation or proceeding related thereto and will promptly execute and deliver to ASSIGNEE or its legal representatives any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said application, said invention and said Design Patent and said equivalents thereof which may be necessary or desirable to carry out the purposes thereof.

	ASSIGNOR: Jochen Backs
Date:	Signature of: Jochen Backs
State of	
State ofCounty of	
Jochen Backs (name of docume which were	, 2009, before me, the undersigned notary public, personally appeared ent signer), proved to me through satisfactory evidence of identification, to be the person whose name is signed on this document and who contents of the document are truthful and accurate to the best of his/her
Notary Public My Commission Expires:	

ACTIVE 4575518v.2

ASSIGNMENT

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CONTAINER

filed with the U.S. Patent and Trademark Office on June 4, 2009 and assigned Application Serial No. 29/338,122, and including any renewals, revivals, reissues, reexaminations, extensions, continuations and divisions thereof and any substitute applications therefor, and any subsequently filed design or utility patent applications claiming priority to Application Serial No. 29/338,122; (2) the full and complete right to file patent applications in the name of the ASSIGNEE, its designee, or in my/our names as the ASSIGNEE, or its designee's election, on the aforesaid inventions, discoveries and applications in all countries of the world; (3) the entire right, title and interest in and to any Design Patent which may issue thereon in the United States or in any country, and any renewals, revivals, reissues, reexaminations and extensions thereof, and any patents of confirmation, registration and importation of the same; and (4) the entire right, title and interest in all Convention and Treaty Rights of all kinds thereon, including without limitation all rights of priority in any country of the world, in and to the above inventions, discoveries and applications.

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Attorney Docket No. 38649-502F01US

I hereby covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment.

I further covenant that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said invention and said Design Patent and legal equivalents as may be known and accessible to ASSIGNOR and will testify as to the same in any interference, litigation or proceeding related thereto and will promptly execute and deliver to ASSIGNEE or its legal representatives any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said application, said invention and said Design Patent and said equivalents thereof which may be necessary or desirable to carry out the purposes thereof.

ASSIGNOR: Jochen Backs

Date: 6.1.09

Signature of: Jochen Backs

State of SAN FLANCISCO,
County of

On this <u>fig.st</u> day of <u>lune</u>, 2009, before me, the undersigned notary public, personally appeared <u>Jochen Backs</u> (name of document signer), proved to me through satisfactory evidence of identification which were <u>PASTIOCT</u> to be the person whose name is signed on this document and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief.

Notary Public

ANTONIO R. ABREGANA III COMM. #1663767
NOTARY PUBLIC : CALFORNIA SAN FRANCISCO COUNTY
My Comm. Expires May 2, 2010

REEL: 023024 FRAME: 0947

Date: _____ Signature of: Title: State of ______ County of _____ On this _____ day of _____, 2009, before me, the undersigned notary public, personally appeared (name of document signer), proved to me through satisfactory evidence of identification which were ______, to be the person whose name is signed on this document and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief. Notary Public My Commission Expires:_____.

ACTIVE 4575518v.2

RECORDED: 07/29/2009

ASSIGNEE: VASKA, INC.

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