

# PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
Name	Execution Date
George A. Thierjung	09/18/2009
James C. Gratke	09/18/2009
<b>RECEIVING PARTY DATA</b>	
Name:	Ball Corporation
Street Address:	10 Longs Peak Drive
City:	Broomfield
State/Country:	COLORADO
Postal Code:	80021
<b>PROPERTY NUMBERS Total: 1</b>	
Property Type	Number
Application Number:	12573338
<b>CORRESPONDENCE DATA</b>	
Fax Number:	(317)634-6701
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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Email:	savessely@brinkshofer.com
Correspondent Name:	A. James Richardson
Address Line 1:	201 N. Illinois Street
Address Line 2:	Suite 1100
Address Line 4:	Indianapolis, INDIANA 46204-4220
ATTORNEY DOCKET NUMBER:	580/4312
NAME OF SUBMITTER:	A. James Richardson
<p>Total Attachments: 3</p> <p>source=580_4312_Assignment_100609_3#page1.tif</p> <p>source=580_4312_Assignment_100609_3#page2.tif</p>	

CH \$40.00 12573338

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**PATENT**  
**REEL: 023335 FRAME: 0865**



Serial No. 12/573,338  
Filed October 5, 2009  
Our File No. 580/4312 (D-3069)

**ASSIGNMENT**  
*(for multiple inventors)*

WHEREAS, George A. Thierjung and James C. Gratke, hereinafter referred to as "Assignors", have made a new and useful invention described in the United States patent application entitled PLASTIC CAN PACKAGE for which Assignors have made or will make application for Letters Patent of the United States; and

WHEREAS, Ball Corporation, hereinafter referred to as "Assignee", a corporation of Indiana, having a principal place of business at 10 Longs Peak Drive, Broomfield, Colorado 80021, desires to acquire all of the entire right, title, and interest in, to and under said invention disclosed, described and claimed or intended so to be in said application, and in, to and under said application, and in, to and under any and all Letters Patent, United States and foreign, which may be obtained therefor and thereon;

NOW, THEREFORE, to all whom it may concern, be it known that for and in consideration of the sum of One Dollar (\$1.00) and other good, valuable and sufficient consideration to Assignors in hand paid, the receipt of which is hereby acknowledged, Assignors have sold, assigned and transferred, and by these presents do sell, assign and transfer unto Assignee, all of the entire right, title, and interest in, to and under said invention disclosed, described and claimed or intended so to be in said application, and in, to and under said application, including any and all priority rights claimed therein, and any and all other applications thereon and arising therefrom, including any and all divisions and continuations thereof, and any and all patents to be issued and obtained therefor and thereon, United States and foreign, including all reissues and extensions thereof.

Assignors agree to execute all papers necessary in connection with any interference which may be declared or litigation concerning the application or continuation, division, reissue or reexamination thereof, and to cooperate with the Assignee in every way possible in obtaining evidence and going forward with such interference or litigation.

Assignors agree to execute all papers and documents and perform any act which may be necessary in connection with claims or provisions of the International Convention for Protection of Industrial Property or similar agreements.

Assignors agree to sign and execute any and all other papers necessary or desirable for the procurement of Letters Patent on said invention in this and all foreign countries for the use of Assignee.

Assignors agree to do all other acts which, in the opinion of Assignee, may be necessary or desirable to secure the grant of Letters Patent to Assignee or its nominees, in the United States and in all other countries where Assignee may desire to have such inventions, or any of them, patented, with specifications and claims in such form as shall be approved by Assignee and to vest and confirm in Assignee or its nominees the full and complete legal and equitable title to all such Letters Patent.

Assignors hereby authorize and request the Commissioner of Patents to issue any and all Letters Patent of the United States resulting from said application or any divisions or continuing or reissue applications thereof, and any reexamination of any of such applications, to the said Assignee, as Assignee of the entire interest, and hereby covenants that the undersigned have full right to convey the interest herein assigned, and that the undersigned have not executed, and will not execute, any agreement to conflict herewith.

Assignors hereby grant the attorney of record the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for the recordation of this document.

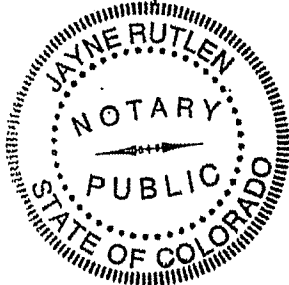
IN WITNESS WHEREOF, the Assignors have executed this agreement this 18 day of September, 2009.

George A. Thierjung  
Printed George A. Thierjung  
George A. Thierjung

STATE OF COLORADO )  
COUNTY OF Jefferson )

SS:

Subscribed and sworn to before me, a Notary Public in and for said County and State this 18 day of September, 2009.



Jayne Rutlen  
Notary Public  
Jayne Rutlen  
Printed

My Commission Expires:

8/19/2011

My County of Residence

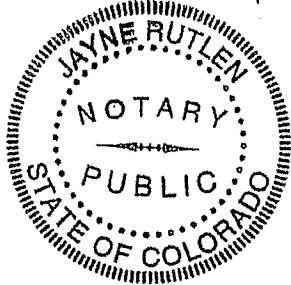
Broomfield

James C Gratke  
Printed James C Gratke  
James C. Gratke

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Broomfield