

11-12-2009

RECORDATION FC
PATENT



103580439

To the Director of the U.S. Patent and Trademark Office: Please

Address(es) below.

1. Name of conveying party(ies)

FRANK PICCIOLO

2. Name and address of receiving party(ies)

Name: BREAK-A-WAY TRAY PRODUCTS, INC.

Internal Address:

Street Address: 541 Waterside Boulevard

City: Monroe Township

State: New Jersey

Country: U.S.A.

Zip: 08831-5580

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) November 3, 2009

☒ Assignment

☐ Merger

☐ Security Agreement

☐ Change of Name

☐ Joint Research Agreement

☐ Government Interest Assignment

☐ Executive Order 9424, Confirmatory License

☐ Other

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application or patent number(s):

A. Patent Application No.(s)

12/321,563

☐ This document is being filed together with a new application.

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

5. Name and address to whom correspondence concerning document should be mailed:

Name: Arthur M. Peslak, Esq.

Internal Address:

Street Address: Mandel & Peslak, LLC

80 Scenic Drive, Suite 5

City: Freehold

State: New Jersey

Zip: 07728-5211

Phone Number: 732-761-1610

Fax Number: 732-761-1611

Email Address: apeslak@mandelpeslak.com

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00

☐ Authorized to be charged by credit card

☐ Authorized to be charged to deposit account

☒ Enclosed

☐ None required (government interest not affecting title)

8. Payment Information

a. Credit Card Last 4 Numbers

Expiration Date

b. Deposit Account Number 501237

Authorized User Name

11/16/2009 NJANA1 00000024 12321563

9. Signature:

Signature

Arthur M. Peslak, Esq.

Name of Person Signing

November 4, 2009

Date

Total number of pages including cover sheet, attachments, and documents:

3

ASSIGNMENT

WHEREAS, I, FRANK PICCIOLO, a citizen of the United States, whose address is 541 Waterside Boulevard, Monroe Township, New Jersey 08831-5580, own the United States Patent Application filed on January 22, 2009 for Food and Beverage Container Carrier, bearing Serial No. 12/321,563; and

WHEREAS, Break-A-Way Tray Products, Inc., a New Jersey Corporation with an address of 541 Waterside Boulevard, Monroe Township, New Jersey 08831, is desirous of acquiring the entire right title and interest in and to said application and any Letter Patents that may be issued upon said application or for the improvements therein contained.

NOW THEREFORE, for and in consideration of One Dollar (\$1.00) lawful money of the United States and other valuable considerations, in hand paid to me, the receipt and sufficiency whereof is hereby acknowledged, I, Frank Picciolo, have sold, assigned, and transferred and do hereby sell, assign and transfer unto Break-A-Way Tray Products, Inc., its successors and assigns, the entire right, title and interest in and to said application and the invention contained therein, including the right to apply for any Letters Patent in the United States of America and in any and all foreign countries on said invention, and any and all other applications for Letters Patent on said invention, in whatsoever countries, including all divisional, renewal, substitute, continuation and Convention applications based upon said invention or upon said application, to the full end of the term or terms for which said Letters Patent may be issued, and every priority right that is or may be predicated upon or arise from said invention, said application, said Letters Patent, the same to be held and enjoyed by Break-A-Way Tray Products, Inc., its successors and assigns, the same as it would have been held and enjoyed by me if this assignment and sale had not been made.

I hereby authorize Break-A-Way Tray Products, Inc. to file patent applications in any or all countries on any or all of said invention in the name of Frank Picciolo or in the name of Break-A-Way Tray Products, Inc. or otherwise as Break-A-Way Tray Products, Inc. may deem advisable under any International Convention or otherwise.

I hereby authorize the Commissioner of Patents of the United States and the empowered officials of all other governments to issue or transfer all said Letters Patent to Break-A-Way Tray

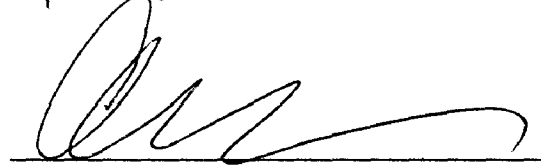
Products, Inc., as assignee of the entire right, title and interest therein or otherwise as I may direct, in accordance with this instrument of assignment.

I hereby represent that there are no rights or interests inconsistent with the rights and interests granted herein and that I will not execute any instrument or grant or transfer any rights or interests inconsistent therewith, and I hereby bind myself and my heirs, executors, administrators, and legal representatives, as the case may be, to execute and deliver to Break-A-Way Tray Products, Inc., its successors and assigns, any further documents or instruments and do any and all further acts that may reasonably be deemed necessary by Break-A-Way Tray Products, Inc. to enable Break-A-Way Tray Products, Inc., its successors and assigns, to file applications for the invention in any country where it may elect to file such applications, and that may be necessary to vest in Break-A-Way Tray Products, Inc., its successors and assigns, the title herein conveyed or intended so to be, and to enable such title to be recorded in the United States and foreign countries where such application or applications may be filed.

IN TESTIMONY WHEREOF, I, Frank Picciolo, have hereunto set my hand and seal this 4 day of March, 2009.


Frank Picciolo

Sworn to before me this 4 day of March, 2009.


Arthur M. Pestoll, Esq.
Notary Public