## PATENT ASSIGNMENT

# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
Mike Pohlman	11/18/2009
Tim Cimmerer	11/19/2009

#### **RECEIVING PARTY DATA**

Name:	Anchor Packaging, Inc.	
Street Address:	13515 Barrett Parkway Drive, Suite 100	
City:	St. Louis	
State/Country:	MISSOURI	
Postal Code:	63021	

#### PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	12565515

## **CORRESPONDENCE DATA**

Fax Number: (314)615-6001

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

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Correspondent Name: Don V. Kelly

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ATTORNEY DOCKET NUMBER: 108303-0051

NAME OF SUBMITTER: Don V. Kelly

Total Attachments: 4

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# Patent Rights Assignment Agreement

This Patent Rights Assignment Agreement ("Agreement") is entered into by and between Mike Pohlman, a United States citizen, of 1035 Hidden Ridge Trail, Valley Park, Missouri 63088 (USA) and Tim Cimmerer, a United States citizen, of 2211 N. 12<sup>th</sup> Avenue, Paragould, Arkansas 72450 (USA), (collectively "Assignors") and Anchor Packaging, Inc., a Missouri corporation of 13515 Barrett Parkway Drive, Suite 100, St. Louis, Missouri 63021 (USA) ("Assignee").

WHEREAS, **Assignors** claim to be the inventors or co-inventors of an invention entitled CONTAINER WITH SELF-VENTING FEATURES (the "Invention"), for which U.S. Patent Application Number 12/565,515 was filed on September 23, 2009 (the "Application").

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of all such consideration being hereby acknowledged, **Assignors** assign to **Assignee** and confirm any prior assignments to **Assignee**, and to the extent that **Assignors** have not already done so, assign to **Assignee** and its successors in interest, the full and exclusive right, title and interest in the United States of America and throughout the world, including the right to claim priority under the laws of the United States, of the Paris Convention and of any foreign countries to the Invention, any improvements to the Invention and to the Application, together with any continuations, continuations-in-part or divisionals thereof, and any patents issuing thereon and all reissues, reexaminations or extensions thereof, and all foreign applications and patents claiming priority thereto, including the right to sue for and to recover for past infringements of or liabilities for any of the rights relating to any of the applications or patents resulting there from, as fully and entirely as the same would have been held and enjoyed by **Assignors**, if this assignment had not been made.

**Assignors** hereby authorize and request the appropriate governmental officials to issue any and all such United States or foreign Letters Patent arising from or related to the Application, Invention, improvements to the Invention or resulting from any of the aforesaid applications to **Assignee**, as assignee of the entire right, title and interest in and to the same.

Assignors hereby represent, warrant and covenant that they have the full right to convey the entire interest herein assigned, that they have not executed and will not execute any instrument or assignment in conflict herewith, including any assignment or license of the Provisional (excepting only prior assignments to Assignee) and that the rights assigned herein are not otherwise encumbered by any sale, assignment, grant or conveyance (excepting only prior assignments to Assignee).

Assignors further covenant and agree that Assignors will at any time upon request make, execute and deliver without further compensation, any and all other

instruments in writing, including further applications, papers, affidavits, powers of attorney, assignments, and other documents, and do all lawful acts and things, which, in the opinion of counsel for said **Assignee**, its successors and assigns, may in any country be required or necessary to more effectively secure to and vest in the **Assignee**, its successors and assigns the Patent Rights hereby assigned, transferred and conveyed, and that **Assignors** will sign any applications for reissue, division, continuation, continuation-in-part, renewal, substitute or extension of for Letters Patent for the Application, Invention or improvements thereon.

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

Assignors further covenant and agree that Assignors will at any time upon request, communicate to the Assignee, its successors, assigns or legal representatives any facts relating to the Application or Invention known to him, and will testify as to the same in any interference, litigation, mediation, arbitration or other proceeding when requested to do so.

Any third-party is hereby authorized to accept and to treat a copy of this instrument as the original.

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Assignment of Invention Page 2 of 4 IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates below indicated.

MIKE POHLMAN, Assignor

White Johnson

Dated: 11-18-09

TIM CIMMERER, Assignor

pated: 0 //-/9

STATE OF Missouri)
SS:
COUNTY OF St. Lowis)

Before me personally appeared Mike Pohlman, an/the Assignor who being first duly sworn upon his oath, acknowledged that he executed the foregoing instrument as his free act and deed.

Subscribed and sworn to before me, a Notary Public, on the day and year appearing below his above signature.



Notary Public d'alibe

STATE OF Thissowing) SS:
COUNTY OF St. Louis)

Before me personally appeared Tim Cimmerer, an/the Assignor who being first duly sworn upon his oath, acknowledged that he executed the foregoing instrument as his free act and deed.

Subscribed and sworn to before me, a Notary Public, on the day and year appearing below his above signature.

CHRISTY L. LIBKE

Notary Public, State of Missourt
St. Charles County
Commission # 06416948
My Commission Expires June 26, 2010

Notary Public

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ANCHOR PACKAGING, INC., Assignee

Mike Phaler.

Vice-President, Marketing

Dated:

STATE OF Missouri)

) SS:

COUNTY OF Sh Louis)

Before me personally appeared <u>Mike Thaler</u>, the Assignee who being first duly sworn upon his oath, acknowledged that he executed the foregoing in his capacities as <u>Vice-President</u>, <u>Marketing</u> of and on behalf of <u>Anchor Packaging</u>, <u>Inc.</u>, as its free act and deed.

Subscribed and sworn to before me, a Notary Public on the day and year appearing below her above signature.

Notary Public



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**RECORDED: 12/11/2009** 

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