

**PATENT ASSIGNMENT**

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
Jason Kallenbach	09/28/2009
Rebecca Hostetler	10/19/2009
Phillip M. Rosegrant	10/05/2009
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	The J.M. Smucker Company
<b>Street Address:</b>	1 Strawberry Lane
<b>City:</b>	Orrville
<b>State/Country:</b>	OHIO
<b>Postal Code:</b>	44667
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	29339021
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(216)241-0816
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Phone:</b>	216-622-8333
<b>Email:</b>	dgrover@calfee.com
<b>Correspondent Name:</b>	David J. Grover
<b>Address Line 1:</b>	800 Superior Avenue, Suite 1400
<b>Address Line 4:</b>	Cleveland, OHIO 44114
<b>ATTORNEY DOCKET NUMBER:</b>	26416/06041
<b>NAME OF SUBMITTER:</b>	David J. Grover

Total Attachments: 5  
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**PATENT  
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**ASSIGNMENT**

This Assignment is made and entered into by and between **(1) Jason Kallenbach**, residing at 3783 Friendsville Road, Apt. 63, Wooster, Ohio 44691, **(2) Rebecca Hostetler**, residing at 2224 Terrapin Trail, Orrville, Ohio 44667, and **(3) Phillip M. Rosegrant**, residing at 429 Evans Road, Niceville, Florida 32578, (hereinafter referred to as "INVENTORS"), and **The J.M. Smucker Company**, an Ohio corporation with its principal place of business at 1 Strawberry Lane, Orville, Ohio 44667 (hereinafter referred to as "SMUCKER").

**Whereas**, INVENTORS have invented certain inventions described in a United States Nonprovisional Design Patent Application entitled DISPENSING CLOSURE and identified by Attorney Docket No. 26416/06041, filed on June 23, 2009, and later assigned U.S. Patent Application Serial Number 29/339,021 (the "Patent Application"), which Patent Application INVENTORS have reviewed.

**Whereas**, SMUCKER desires to acquire the entire right, title and interest in said Patent Application and said inventions, and to any United States and foreign patents to be obtained therefor; and

**Now, therefore**, for good and valuable consideration, receipt of which is hereby acknowledged:

1. INVENTORS hereby sell, assign, and transfer to SMUCKER, its successors and assigns, the entire right, title and interest, so far as concerns the United States and the Territories and Possessions thereof and all foreign countries, in and to the Patent Application, the inventions set forth in the Patent Application, any and all other applications for Letters Patent on said inventions in the United States and in countries foreign to the United States, including all conversion, provisional, non-provisional, divisional, renewal, extension, reexamination, substitute, continuation, continuation-in-part, reissue, and Convention applications based in whole or in part upon said inventions or upon said applications, and any and all Letters Patent and reissues and extension of Letters Patent granted for said inventions or upon said applications, and every priority right that is or may be predicated upon or arise from said inventions, said applications and said Letters Patent.

2. SMUCKER is hereby authorized to file patent applications in any or all countries on any or all said inventions in the name of the INVENTORS or in the name of SMUCKER or otherwise as SMUCKER may deem advisable, under the International Convention or otherwise.

3. The Commissioner of Patents of the United States of America and the empowered officials of all other governments are hereby authorized to issue or transfer all said Letters Patent to SMUCKER in accordance herewith.

4. This Assignment is being made under covenant, not only that full power to make the same is had by the INVENTORS, but also that, at the time of execution of this Assignment, such assigned right is not encumbered by any grant, license, governmental restriction, or other right heretofore given.

5. INVENTORS agree that they will do all acts reasonably serving to assure that said inventions, patent applications and Letters Patent shall be held and enjoyed by SMUCKER as fully and entirely as the same could have been held and enjoyed by the INVENTORS if this Assignment had not been made, and particularly to execute and deliver to SMUCKER all lawful documents including petitions, specifications, oaths, assignments, invention disclaimers, lawful affidavits, and declarations in form and in substance which may be requested by SMUCKER, to furnish SMUCKER with all facts relating to said inventions or the history thereof and any and all documents, photographs, models, samples or other physical exhibits which may be useful for establishing the facts of conception, disclosure and reduction to practice of said inventions, and to testify in any proceedings relating to said inventions, patent applications and Letters Patent.

6. INVENTORS hereby requests that SMUCKER or its counsel enter or correct the date(s) of execution of the afore-referenced Patent Application, and enter or correct the Application Serial No. if available, prior to recording this assignment, to have the same effect as if entered prior to execution of this Assignment.

7. INVENTORS agree that this Assignment shall be construed in accordance with the laws and courts of Ohio. INVENTORS hereby also agree to submit to the jurisdiction of any Ohio court.

Signatures:

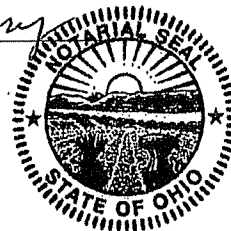
*[Signature]*  
JASON KALLENBACH

9/28/09  
DATE

On this 28<sup>th</sup> day of September, 2009, personally appeared before me, **Jason Kallenbach**, to me known to be the person named in and who executed the above instrument, and acknowledged to me that he executed the same for the uses and the purposes therein mentioned.

Date: 9/28/09

*[Signature]*  
Notary Public



DEBRA L. PERRY  
NOTARY PUBLIC, STATE OF OHIO  
My Commission Expires Aug. 29, 2014

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\_\_\_\_\_  
REBECCA HOSTETLER

\_\_\_\_\_  
DATE

On this \_\_\_ day of \_\_\_\_\_, 2009, personally appeared before me, **Rebecca Hostetler**, to me known to be the person named in and who executed the above instrument, and acknowledged to me that he executed the same for the uses and the purposes therein mentioned.

Date: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

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7. INVENTORS agree that this Assignment shall be construed in accordance with the laws and courts of Ohio. INVENTORS hereby also agree to submit to the jurisdiction of any Ohio court.

Signatures:

\_\_\_\_\_  
JASON KALLENBACH

\_\_\_\_\_  
DATE

On this \_\_\_\_ day of \_\_\_\_\_, 2009, personally appeared before me, **Jason Kallenbach**, to me known to be the person named in and who executed the above instrument, and acknowledged to me that he executed the same for the uses and the purposes therein mentioned.

Date: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

COUNTY OF WAYNE  
SS  
STATE OF OHIO

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Rebecca L. Hostetler  
REBECCA HOSTETLER

10/19/09  
DATE

On this 19<sup>th</sup> day of October, 2009, personally appeared before me, **Rebecca Hostetler**, to me known to be the person named in and who executed the above instrument, and acknowledged to me that he executed the same for the uses and the purposes therein mentioned.

Date: 10/19/09

Debra L Perry  
Notary Public

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DEBRA L. PERRY  
NOTARY PUBLIC, STATE OF OHIO  
My Commission Expires Aug. 29, 2014

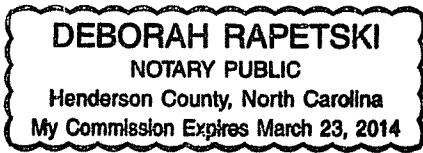
PM Rosegrant  
PHILLIP M. ROSEGRANT

10/5/09  
DATE

On this 5<sup>th</sup> day of October, 2009, personally appeared before me, **Phillip M. Rosegrant**, to me known to be the person named in and who executed the above instrument, and acknowledged to me that he executed the same for the uses and the purposes therein mentioned.

Date: 10/5/09

Deborah Rapetski  
Notary Public



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