

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Seaquist Closures, LLC	01/08/2010
RECEIVING PARTY DATA	
Name:	The J.M. Smucker Company
Street Address:	1 Strawberry Lane
City:	Orrville
State/Country:	OHIO
Postal Code:	44667
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	29339021
Application Number:	61186066
CORRESPONDENCE DATA	
Fax Number:	(216)241-0816
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	216-622-8844
Email:	smoorhead@calfee.com
Correspondent Name:	Sean T. Moorhead
Address Line 1:	800 Superior Avenue, Suite 1400
Address Line 4:	Cleveland, OHIO 44114
ATTORNEY DOCKET NUMBER:	26416/06041
NAME OF SUBMITTER:	Sean T. Moorhead
Total Attachments: 3 source=00712349#page1.tif source=00712349#page2.tif source=00712349#page3.tif	

CH \$80.00 29339021

501060381

PATENT
REEL: 023752 FRAME: 0180

PATENT ASSIGNMENT

This Patent Assignment ("Assignment"), effective as of the date of last signature below, is by and between by and between **SEAQUIST CLOSURES, LLC** ("SEAQUIST"), a Delaware corporation, having its principal place of business at 711 Fox Street, Mukwonago, Wisconsin 53149 (hereinafter "**Assignor**"), and **THE J.M. SMUCKER COMPANY** having its principal place of business at Strawberry Lane, Orrville, OH 44667 (hereinafter "**Assignee**").

WHEREAS, Assignor is the owner by assignment of all right, title, and interest of John Wisniewski and Christopher Danks in and to United States Design Patent Application titled **DISPENSING CLOSURE**, identified by Attorney Docket No. 26416/06041, filed on June 23, 2009, and later assigned U.S. Patent Application Serial No. 29/339,021, and United States Provisional Patent Application titled **DISPENSING CLOSURE**, identified by Attorney Docket No. 26416/06042, filed on June 11, 2009, and later assigned U.S. Patent Application Serial No. 61/186,066, all patent applications claiming the benefit of and/or priority to this provisional application, all inventions therein, and all patents issuing therefrom (hereinafter collectively the "Patent Application"); and

WHEREAS, Assignor and Assignee have executed a MASTER PACKAGING SUPPLY AGREEMENT in which Assignor agreed to assign to Assignee all of its right, title, and interest in and to the Patent Application; and

WHEREAS, Assignee is entitled to own all right, title, and interest in and to said Patent Application.

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby sell, transfer, and assign to the said Assignee, its successors, assigns and other legal representatives, for the territory of the United States of America and throughout the world, its entire right, title and interest in and to the Patent Application, and the inventions therein, together with any and all reissues, reexaminations, statutory invention registrations, modifications and extensions thereof, together with any and all continuations, divisions, continuations-in-part and reissues, and all of the inventions relating to the foregoing, and hereby authorizes and requests the Commissioner of

Patents for the country involved to issue any and all patents on inventions resulting from the Patent Application or other applications to Assignee as Assignee of the entire right, title and interest therein, all of the foregoing to be held and enjoyed by Assignee for its own use and for the use of its successors, assigns or other legal representatives, together with all of the income, royalties, damages and payments now or hereafter due or payable with respect thereto, and all claims for damages by reason of past, present and future infringement of the rights assigned under this Assignment with the right to sue for and collect the same for its own use and benefit, and for the use and benefit of its successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this transfer to Assignee had not been made.

Assignor covenants that it will, when requested and at its expense, execute, deliver and acknowledge all such further instruments of conveyance and do and perform all such other acts and things as Assignee may reasonably require to more effectively accomplish the assignment, transfer and recordation thereof of said Patent Application. Assignor covenants that it will, when requested and at Assignee's reasonable expense, assist with and cooperate with Assignee and with Assignee's attorneys with respect to the maintenance, transfer, or enforcement of, or resolution of any dispute about, the Patent Application.

Assignee's authority hereunder shall include, without limitation, the authority to execute and receive any certificate of ownership or other document to transfer title to any Patent Application rights assigned pursuant to this Assignment, and to take any other actions necessary or incident to the powers granted to Assignee in this Assignment.

*** SIGNATURE PAGE TO FOLLOW ***

IN WITNESS WHEREOF, this ASSIGNMENT has been duly executed and signed at

SEAQUIST Closures, LLC this 8th day of January, 2009, 2010.

SEAQUIST CLOSURES, LLC

By: [Signature]
Name: Timothy J. Spiegelhoff
Title: Director of Product Development

STATE OF WISCONSIN §
 §
COUNTY OF WAUKESHA §

Before me on this day personally appeared, Timothy J. Spiegelhoff, known to me to be the Director of Product Development of **SEAQUIST CLOSURES, LLC** and acknowledged to me that he has the authority to execute the foregoing instrument for **SEAQUIST CLOSURES, LLC** that he executed the foregoing instrument as the act of such corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

SUBSCRIBED AND SWORN TO before me this 8th day of JANUARY, 2009, 2010.

[Signature]
Printed Name
Commission expires
August 19, 2012