### PATENT ASSIGNMENT

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SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
Darrell A. Kulzer	03/30/2010

#### **RECEIVING PARTY DATA**

Name:	B & R Plastics, Inc.
Street Address:	4550 Kingston Street
City:	Denver
State/Country:	COLORADO
Postal Code:	80239

#### PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	29343516

### CORRESPONDENCE DATA

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ATTORNEY DOCKET NUMBER: B&R.26USD1

NAME OF SUBMITTER: Pamela Calderwood

**Total Attachments: 1** 

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PATENT REEL: 024219 FRAME: 0350 CH \$40.00 293434

When recorded please return to: Cochran Freund & Young LLC 2026 Caribou Drive, Suite 201 Fort Collins, CO 80525

**RECORDED: 04/12/2010** 

PATENT APPLICATION DOCKET NO.: B&R.26USD1

## ASSIGNMENT OF PATENT APPLICATION

I/We, the undersigned (each) have agreed and hereby agree to assign to B&R PLASTICS, INC. (hereinafter Assignee), for

good and valuable consideration, receipt of which is hereby acknowledged, and do hereby sell, assign and transfer to Assignee, its successors and assigns, the entire right, title and interest, including the right of priority, in, to and under an application for Letters Patent of the United States entitled: FLAT TOP ROUNDED CUP TRAY
Filing date: September 14, 2009 Application No.: 29/343,516 and the invention(s) and improvement(s) set forth therein, and any and all provisionals, non-provisionals, continuations, continuations-in-part (C-I-P's), divisionals, and renewals of and substitutes for said application for said Letter Patent, and any and all Letters Patent of the United States and of countries foreign thereto which may be granted thereon or therefor; and any reissues, or reexaminations, or extensions of said Letters Patent.
I/We additionally authorize Assignee to file applications in my/our name for Letters Patent in any country, to be held and enjoyed by Assignee, its successors, assigns, nominees or legal representatives, to the full end of the term or terms for which said Letters Patent respectively may be granted, reissued or extended, as fully and entirely as the same would have been held and enjoyed by me/us had this assignment, sale and transfer not been made.
AND I/we hereby covenant that I/we have full right to convey the entire interest herein assigned, and that I/we have not executed and will not execute any agreement in conflict herewith, and I/we further covenant and agree that I/we will, each time a request is made, and without undue delay, execute and deliver all such papers as may be necessary or desirable to perfect the title to said invention(s) or improvement(s), said application and said Letters Patent, to Assignee, its successors, assigns, nominees or legal representatives, and I/we agree to communicate to Assignee or to its nominee, all known facts respecting said invention(s) or improvement(s), said application and said Letters Patent, to testify in any legal proceedings, to sign all lawful papers, to execute all disclaimers and divisionals, continuations, C-I-P's, reissue and foreign applications, to make all rightful oaths and declarations, and generally to do everything possible to aid Assignee, its successors, assigns, nominees and legal representatives to obtain and enforce, for its or their own benefit, proper patent protection for said invention(s) or improvement(s) in any and all countries provided the expenses which may be incurred by me/us in lending such cooperation and assistance are paid by Assignee.
AND I/we hereby authorize and request the Commissioner of Patents and Trademarks of the United States and any official of any country or countries foreign to the United States whose duty it is to issue patents on applications as aforesaid, to issue to Assignee, as assignee of the entire right, title and interest, any and all Letters Patent for said invention(s) or improvement(s), including any and all Letters Patent of the United States which may be issued and granted on or as a result of the application aforesaid, in accordance with the terms of this assignment.
Date Assignment Signed:  Date Assignment Signed:  Inventor's Typed Name: DARRELL A KULZER
State of ) ss.: County of )
Before me this 30 day of

PATENT REEL: 024219 FRAME: 0351