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# CH \$40 00

#### PATENT ASSIGNMENT

### Electronic Version v1.1 Stylesheet Version v1.1

| SUBMISSION TYPE:      | NEW ASSIGNMENT |
|-----------------------|----------------|
| NATURE OF CONVEYANCE: | ASSIGNMENT     |

#### **CONVEYING PARTY DATA**

| Name                   | Execution Date |
|------------------------|----------------|
| Laura A. Flanagan-Kent | 11/15/2010     |
| Randal D. Porter       | 11/15/2010     |
| Daniel M. Futral       | 11/15/2010     |

#### RECEIVING PARTY DATA

| Name:           | Silgan Plastics Corporation |  |
|-----------------|-----------------------------|--|
| Street Address: | 14515 North Outer Forty     |  |
| City:           | Chesterfield                |  |
| State/Country:  | MISSOURI                    |  |
| Postal Code:    | 63017                       |  |

#### PROPERTY NUMBERS Total: 1

| Property Type       | Number   |
|---------------------|----------|
| Application Number: | 29378599 |

#### **CORRESPONDENCE DATA**

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| ATTORNEY DOCKET NUMBER: | 086567-0249   |
|-------------------------|---------------|
| NAME OF SUBMITTER:      | Linda Kasulke |

**Total Attachments: 3** 

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PATENT REEL: 025416 FRAME: 0138

#### ASSIGNMENT

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each undersigned inventor (hereinafter referred to singly and collectively as ("ASSIGNOR") has sold, assigned, and transferred, and by these presents hereby sells, assigns, and transfers, unto

Silgan Plastics Corporation 14515 North Outer Forty Chesterfield, Missouri 63017

(hereinafter referred to as "ASSIGNEE") its successors and assigns, the full and exclusive right, title and interest for the United States, its territories and possessions, and all foreign countries in and to the patent application entitled

#### SHAPED TUBE

| ("Application | 1")  |
|---------------|--|
| check one     | [ ] executed concurrently herewith           |
|               | [ ] executed on,                             |
|               | [ X ] Serial No. 29/378,599 Filed 11/05/2010 |

as well as in and to (a) all improvements and modifications of the above-identified invention or inventions, (b) all Patents which may issue from said applications only having claims of the same or narrower scope than the Application in the United States and countries foreign thereto, (c) all divisions, continuations, reissues, and extensions of said applications and Patents only having claims of the same or narrower scope than the Application, and (d) the right to claim for any of said applications the full benefits and priority rights under the International Convention and any other international agreement to which the United States adheres; such right, title, and interest to be held and enjoyed by ASSIGNEE, its successors and assigns, to the full end of the term or terms for which any and all such Letters Patent may be granted as fully and entirely as would have been held and enjoyed by ASSIGNOR had this Assignment not been made.

ASSIGNOR HEREBY AUTHORIZES ASSIGNEE to file patent applications in any or all countries on the above-identified invention or inventions in the name of the undersigned or in the name of ASSIGNEE or otherwise as ASSIGNEE may deem advisable under the International Convention or otherwise.

ASSIGNOR HEREBY AUTHORIZES AND REQUESTS the Commissioner of Patents and Trademarks to issue said Letters Patent to ASSIGNEE as assignee of the entire interest, for the sole use and benefit of ASSIGNEE, its successors and assigns.

REINHART\5075352ADS:TLM 11/01/10

PATENT REEL: 025416 FRAME: 0139 ASSIGNOR HEREBY AGREES (a) to communicate to ASSIGNEE, its successors and assigns, or their representative or agents, all facts and information known or available to ASSIGNOR respecting said Application including evidence for interference, reexamination, reissue, opposition, revocation, extension, or infringement purposes or other legal, judicial, or administrative proceedings, whenever requested by ASSIGNEE; (b) to testify in person or by affidavit as required by ASSIGNEE, its successors and assigns, in any such proceeding in the United States or a country foreign thereto; (c) to execute and deliver, upon request by ASSIGNEE, all lawful papers including, but not limited to, original, divisional, continuation, and reissue applications, renewals, assignments, powers of attorney, oaths, affidavits, and declarations, depositions; and (d) to provide all reasonable assistance to ASSIGNEE, its successors and assigns, in obtaining and enforcing proper title in and protection for said invention or inventions, improvements, and modifications under the intellectual property laws of the United States and countries foreign thereto.

ASSIGNOR HEREBY REPRESENTS AND WARRANTS that ASSIGNOR has the full and unencumbered right to sell, assign, and transfer the interests sold, assigned, and transferred herein, and that ASSIGNOR has not executed and will not execute any document or instrument in conflict herewith.

ASSIGNOR HEREBY GRANTS to the law firm of Reinhart Boerner Van Deuren s.c. the power and authority to insert in this Assignment any further identification which may be necessary or desirable to comply with the rules of the U.S. Patent and Trademark Office for recordation of this Assignment.

ASSIGNOR UNDERSTANDS AND AGREES that the attorneys and agents of the law firm of Reinhart Boerner Van Deuren s.c. do not personally represent ASSIGNOR OR ASSIGNOR's legal interests, but instead represent the interests of ASSIGNEE; since said attorneys and agents cannot provide legal advice to ASSIGNOR with respect to this Assignment, ASSIGNOR acknowledges its right to seek its own independent legal counsel.

Attorney Docket No. 086567-0249

| Executed this 15 | day of November, 2010.                      |
|------------------|---|
|                  | LAURA A. FLANAGAN-KENT                      |
|                  |   |
| Executed this    | day of Nov hangful 2010<br>RANDAL D. PORTER |
| Executed this 15 | day of Novombor, 2010.                      |
|                  | Daniel M. Stel                              |
| •                | DANIEL M. FUTRAL                            |
|                  |   |