

# PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT												
NATURE OF CONVEYANCE:	ASSIGNMENT												
<b>CONVEYING PARTY DATA</b>													
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 70%;">Name</th> <th style="width: 30%;">Execution Date</th> </tr> </thead> <tbody> <tr> <td>Gerry Mavin</td> <td>01/07/2011</td> </tr> <tr> <td>Timothy Stephenson</td> <td>01/07/2011</td> </tr> </tbody> </table>		Name	Execution Date	Gerry Mavin	01/07/2011	Timothy Stephenson	01/07/2011						
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<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;">Name:</td> <td>Portola Packaging Limited</td> </tr> <tr> <td>Street Address:</td> <td>3 Carriage Drive</td> </tr> <tr> <td>Internal Address:</td> <td>White Rose Way</td> </tr> <tr> <td>City:</td> <td>Doncaster, South Yorkshire</td> </tr> <tr> <td>State/Country:</td> <td>UNITED KINGDOM</td> </tr> <tr> <td>Postal Code:</td> <td>DN4 5NT</td> </tr> </table>		Name:	Portola Packaging Limited	Street Address:	3 Carriage Drive	Internal Address:	White Rose Way	City:	Doncaster, South Yorkshire	State/Country:	UNITED KINGDOM	Postal Code:	DN4 5NT
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<b>CORRESPONDENCE DATA</b>													
<p>Fax Number: (312)521-2875</p> <p><i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i></p> <p>Phone: 312-521-2775</p> <p>Email: ipdocket@muchshelist.com</p> <p>Correspondent Name: ADAM K. SACHAROFF MUCH SHELIST DENENBERG</p> <p>Address Line 1: 191 N. WACKER DRIVE, Suite 1800</p> <p>Address Line 4: CHICAGO, ILLINOIS 60606-1615</p>													
ATTORNEY DOCKET NUMBER:	0005178.2298												
NAME OF SUBMITTER:	Adam K. Sacharoff												
<p>Total Attachments: 3</p> <p>source=Inventor Assignment#page1.tif</p> <p>source=Inventor Assignment#page2.tif</p>													

CH \$40.00 29379125

**501411108**

**PATENT**  
**REEL: 025666 FRAME: 0047**



## DEED OF ASSIGNMENT

THIS DEED is made this

7<sup>th</sup> day of January 2011

BETWEEN

**Gerry Mavin**, a UK national of 26 Home Farm Close, Ashington, Northumberland, NE63 8QX, United Kingdom; and

**Timothy Stephenson**, a UK national of 3 Spitfire Way, Auckley, Doncaster, South Yorkshire DN9 3PL, United Kingdom (hereinafter "the Assignors" which expression shall include their successors and assigns)

AND

**Portola Packaging Limited**, a company organised and existing under the laws of England and Wales, of 3 Carriage Drive, White Rose Way, Doncaster, South Yorkshire DN4 5NT, United Kingdom (hereinafter the "Assignee" which expression shall include its successors and assigns)

### RECITALS:

- (A) The Assignors are the creators of the design ("the Design") which is the subject of the registration ("the Registration") details of which are set out in the Schedule hereto and which forms part of this Deed;
- (B) The Assignors are and were at the time of the creation of the Design employed by the Assignee and by virtue thereof their entire share of all rights, title, interest and property in the Design and the Registration together with all ancillary rights relating thereto belong to the Assignee; and
- (C) The Assignors have agreed to confirm that their entire share of all rights, title, interest and property in the Design and the Registration, together with all ancillary rights relating thereto belong to the Assignee.

#### **OPERATIVE PROVISIONS:**

1. In consideration of their employment and their salaries received from the Assignee, the receipt and sufficiency of which is hereby acknowledged, the Assignors hereby assign to the Assignee (insofar as title to the Design and the Registration does not automatically vest in the Assignee as a consequence of the Assignors' employment) free from all licences, charges, and other encumbrances, with full title guarantee, their entire share of all rights, title, interest and property in the Design, the Registration and the copyright and the design right in the Design, the full and exclusive benefit thereof, and all rights, privileges and advantages appertaining thereto, together with the right to obtain any extensions, the right to recover and to bring proceedings to recover damages and/or to obtain other remedies in respect of infringement of the Design, the Registration, the copyright and the design right whether committed before or after the date of this assignment, to the intent that the Design, the Registration, all further registrations thereof, the copyright and the design right shall be in the name of and shall vest in the Assignee TO HOLD the same unto the Assignee absolutely.

2. The Assignors hereby waive all moral rights in the Design.

3. At the request and cost of the Assignee, the Assignors will execute and sign all such instruments applications, deeds, documents and do all such acts and things as may be reasonably required by the Assignee to enable the Assignee or its nominee to: (a) enjoy the full and exclusive benefit of the Design, the Registration, the copyright and the design right and of the property and rights hereby assigned, (b) fully and effectively vest the same in the Assignee, and (c) formally register the Assignee's title in the same at the relevant patent offices.

3. This Deed shall be binding upon and shall inure to the benefit of the parties hereto, their respective successors and assigns as well as any subsidiary companies of the parties hereto.

4. The parties will co-operate and consult with one another in good faith, if necessary in the future, to carry out the intent of this agreement between the parties.


5. This Deed shall be governed by and construed in accordance with the laws of England & Wales and the parties for this purpose hereby submit to the exclusive jurisdiction of the Courts of England and Wales.

THE SCHEDULE

<u>COUNTRY</u>	<u>DESIGN NUMBER</u>	<u>TITLE</u>
European Community	001233555-0001/0002	Closure for Container

IN WITNESS whereof this Document has been executed as a Deed on the date first above written.

SIGNED by Gerry Mavin

)..........(Signatory)

in the presence of:

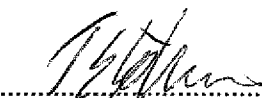
)..........(Witness signature)

Witness Name: M. NEEDHAM

Witness address: Portola Packaging

.....  
.....

SIGNED by Timothy Stephenson

)..........(Signatory)

in the presence of:

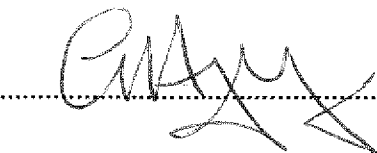
).....O. Strandqvist.....(Witness signature)

Witness Name: O. STRANDQVIST

Witness address: Portola Packaging

.....  
.....

SIGNED on behalf of


)..........(Signatory)

Portola Packaging Limited

).....C. Hegghington.....(Name)

).....Managing Director.....(Title)

in the presence of:

)..........(Witness signature)

Witness Name: M. NEEDHAM

Witness address: Portola Packaging

.....  
.....

410460; NAMM; RKE

PATENT