

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Christopher Steven Hart	02/15/2011
Jonathan Edward Rathbone	02/15/2011
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: 1	
Property Type	Number
Application Number:	29377147
CORRESPONDENCE DATA	
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ATTORNEY DOCKET NUMBER:	26416/06263
NAME OF SUBMITTER:	Sean T. Moorhead
Total Attachments: 3 source=01056284#page1.tif source=01056284#page2.tif source=01056284#page3.tif	

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REEL: 025877 FRAME: 0222

ASSIGNMENT

This Assignment is made and entered into by and between (1) **Jason Kallenbach**, residing at 416 Orlando Ave., Akron, Ohio 44320, (2) **Carolee Kam Yung Young**, residing at 284 County Road 281, Sullivan, Ohio 44880, (3) **Kara Marie Buckler**, residing at 2025 Braewick Drive, Akron, Ohio 44313, (4) **Tamara Fynan**, residing at 1345 Sugar Knoll Drive, Akron, Ohio 44333, (5) **Christopher Steven Hart**, residing at 660 West Wayman St., #107B, Chicago, Illinois 60661, (6) **Jonathan Edward Rathbone**, residing at 1148 West Ohio, Apt. 3, Chicago, Illinois 60642, and (7) **Chris Resweber**, residing at 4508 Regal Dr., Copley, Ohio 44321 (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 Non-Provisional Design Patent Application entitled BOTTLE and identified by Attorney Docket No. 26416/06263, filed on October 18, 2010, and later assigned U.S. Patent Application Serial Number 29/377,147, (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.

* * * * * Signature Page to Follow * * * * *

CHS/H
CHRISTOPHER STEVEN HART

02/15/11
DATE

On this 15th day of February, 2011, personally appeared before me, **Christopher Steven Hart**, 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: 2/15/2011

Kristine Capua
Notary Public



[Signature]
JONATHAN EDWARD RATHBONE

02/15/11
DATE

On this 15th day of February, 2011, personally appeared before me, **Jonathan Edward Rathbone**, 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: 2/15/2011

Kristine Capua
Notary Public

