## PATENT ASSIGNMENT

# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT		
NATURE OF CONVEYANCE:		ASSIGNMENT		
CONVEYING PARTY DATA				
N		lame	Execution Date	
Portola Packaging Limited			01/07/2011	
Name:	Portola Packaging, Inc.			
Street Address: 9	951 Douglas Road			
City:	Batavia			
State/Country:	ILLINOIS			
Postal Code: 6	60510			
PROPERTY NUMBERS Total: 1 Property Type Number				
Application Number: 293				
Application Number:     29379125       CORRESPONDENCE DATA				
Fax Number:(312)521-2875Correspondence will be sent via US Mail when the fax attempt is unsuccessful.				
Phone:       312-521-2775         Email:       ipdocket@muchshelist.com				
Correspondent Name: Adam K. Sacharoff				
Address Line 1: 191 N. Wacker Drive, Suite 1800				
Address Line 4: Chicago, ILLINOIS 60606				
ATTORNEY DOCKET NUMBER:		0005178.2298		
NAME OF SUBMITTER:		Adam K. Sacharoff		
Total Attachments: 3 source=Portola Assignment#page1.tif source=Portola Assignment#page2.tif source=Portola Assignment#page3.tif				

## COMMUNITY DESIGN ASSIGNMENT

THIS ASSIGNMENT is made this 7th day of January 2011

2010

#### BETWEEN

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)

#### and

Portola Packaging, Inc, of 951 Douglas Road, Batavia, Illinois 60510, United States of America (hereinafter the "Assignee" which expression shall include its successors and assigns)

## **RECITALS:**

- (A) The Assignor is the proprietor 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 assignment; and
- (B) The Assignor has agreed to assign all his right, title, interest and property in the Design and the Registration, together with all ancillary rights relating thereto to the Assignee upon the following terms

## **OPERATIVE PROVISIONS:**

- 1. In consideration of the sum of £1.00 paid by the Assignee to the Assignor (the receipt and sufficiency of which is hereby acknowledged) the Assignor hereby assigns with full title guarantee unto the Assignee all rights, title, interest and property in the Design, the Registration, and in 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. At the request and cost of the Assignee, the Assignor 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

PATENT REEL: 026185 FRAME: 0565 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.

- This Agreement 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.
- 5. This Agreement 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 & Wales.

IN WITNESS whereof the parties have executed this document on the first date above written.

## THE SCHEDULE

COUNTRY

DESIGN NUMBER

TITLE

European Community

001233555-0001/0002

**Closure for Container** 

SIGNED, for and on behalf of

**Portola Packaging Limited** 

)
). alleighnation (Name)
) Managung Ducedar (Title)
$\overline{\mathcal{O}}$
)(Witness signature)

in the presence of:

Witness Name: MARECHON Witness address: BTOG Rekaring

PATENT REEL: 026185 FRAME: 0566 100 000 C

SIGNED, for and on behalf of

Portola Packaging, Inc

in the presence of:

) Kim Wehrenberg ) Kim Wehrenberg ) Vice President (Title) (Signatory)

) James P. Hamat (Witness signature)

Witness Name: James P. Hanrath Witness address: 191 N. Wacker Dr. Chicago, FL. 60606 U.S.A.

403914; NAMM; RKE