

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Robert S. Konefal	02/17/1999
Noel T. Vander	02/25/1999
RECEIVING PARTY DATA	
Name:	Owens-Illinois Prescription Products Inc.
Street Address:	One Seagate
City:	Toledo
State/Country:	OHIO
Postal Code:	43666
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6039195
CORRESPONDENCE DATA	
Fax Number:	(516)822-3582
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	516-822-3550
Email:	gthdocket@hoffmannbaron.com
Correspondent Name:	Glenn T. Henneberger, Esq.
Address Line 1:	6900 Jericho Turnpike
Address Line 2:	Suite 200
Address Line 4:	Syosset, NEW YORK 11791
ATTORNEY DOCKET NUMBER:	1291-20
NAME OF SUBMITTER:	Attorney for Patentees
Total Attachments: 2 source=Assignment_for_Patent_No_6039195#page1.tif source=Assignment_for_Patent_No_6039195#page2.tif	

CH \$40.00 6039195

ASSIGNMENT

WHEREAS, I, ROBERT S. KONEFAL of 426 Burns Hill Road, Wilton Centre, New Hampshire 03086 U.S.A., together with Noel T. Vander, have jointly invented an improvement in a "Child Resistant Package"; and

WHEREAS, I, as joint applicant with said NOEL T. VANDER, executed an Application for United States Patent based thereon, on the 26th day of November, 1997, which was filed in the U.S. Patent and Trademark Office as Application Serial No. 08/982,996 filed December 2, 1997; and

WHEREAS, OWENS-ILLINOIS PRESCRIPTION PRODUCTS INC., a Delaware corporation, is desirous of acquiring certain rights thereunder; and

WHEREAS, on November 26, 1997, I executed an Assignment of said application in which the assignee was incorrectly identified as "OWENS-BROCKWAY PRESCRIPTION PRODUCTS INC.," which Assignment was recorded on December 2, 1997 at Reel 8884, Frame 0009 in the U.S. Patent and Trademark Office; and

WHEREAS, the correct name of the assignee of this application is and should be "OWENS-ILLINOIS PRESCRIPTION PRODUCTS INC.";

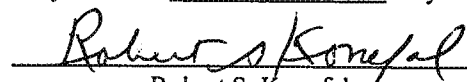
NOW, THEREFORE, for One Dollar (\$1.00) and other valuable considerations, receipt of all of which is hereby acknowledged, I have agreed to and do hereby sell, assign, and transfer unto said corporation my entire right, title, and interest in and throughout the United States of America (including its territories and dependencies) and all countries foreign thereto, in and to said invention, said application and any and all patents (including extensions thereof) of any country, which have been or may be granted on said invention or any part thereof, or on said application or any divisional, continuing, renewal, reissue, or other patent application, based in whole or in part thereon, or based upon said invention.

TO BE HELD AND ENJOYED by said corporation, its successors and assigns, to the full ends of the respective terms for which said patents or any of them have been or may be granted, as fully and entirely as the same would have been held and enjoyed by me had no sale and assignment of said interest been made;

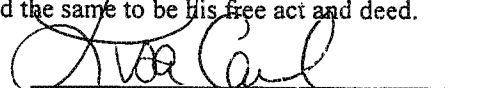
AND I hereby covenant and agree for myself, my heirs, and my legal representatives to assist my said assignee in the prosecution of said application and in any interference which may arise involving said invention, and, upon request, to execute without further consideration all necessary and desirable divisional, continuing, renewal, reissue, or other applications for patents in any country, that might be deemed necessary by said assignee fully to secure to said assignee its interest as aforesaid in and to said invention or any part thereof, and in and to said several patents or any of them. Further I hereby authorize the above-mentioned assignee to insert in this instrument the identifying serial number and filing date of my said application when received.

AND I do hereby authorize and request the Commissioner of Patents of the United States of America to issue any and all United States Patents which may be granted upon said United States applications or any of them, or upon said invention or any part thereof, to said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand affixed my seal this 17th Day of FEBRUARY, 1999;


Robert S. Konefal

On this 17th Day of February, 1999, before me, a Notary Public, personally appeared the above named Robert S. Konefal, personally known to me and known by me to be the one who executed the foregoing instrument and subscribed the same in my presence, and acknowledged the same to be his free act and deed.



My Commission Expires:
LISA A. CARL, Notary Public
My Commission Expires August 12, 2003

ASSIGNMENT

WHEREAS, I, NOEL T. VANDER, of P.O. Box 405, Berlin, Ohio 44610 U.S.A., together with Robert S. Konefal, have jointly invented an improvement in a "Child Resistant Package"; and

WHEREAS, I, as joint applicant with said ROBERT S. KONEFAL, executed an Application for United States Patent based thereon, on the 26th day of November, 1997, which was filed in the U.S. Patent and Trademark Office as Application Serial No. 08/982,996 filed December 2, 1997; and

WHEREAS, OWENS-ILLINOIS PRESCRIPTION PRODUCTS INC., a Delaware corporation, is desirous of acquiring certain rights thereunder; and

WHEREAS, on November 26, 1997, I executed an Assignment of said application in which the assignee was incorrectly identified as "OWENS-BROCKWAY PRESCRIPTION PRODUCTS INC.," which Assignment was recorded on December 2, 1997 at Reel 8884, Frame 0009 in the U.S. Patent and Trademark Office; and

WHEREAS, the correct name of the assignee of this application is and should be "OWENS-ILLINOIS PRESCRIPTION PRODUCTS, INC.";

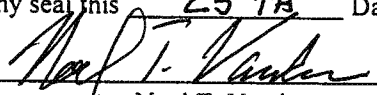
NOW, THEREFORE, for One Dollar (\$1.00) and other valuable considerations, receipt of all of which is hereby acknowledged, I have agreed to and do hereby sell, assign, and transfer unto said corporation my entire right, title, and interest in and throughout the United States of America (including its territories and dependencies) and all countries foreign thereto, in and to said invention, said application and any and all patents (including extensions thereof) of any country, which have been or may be granted on said invention or any part thereof, or on said application or any divisional, continuing, renewal, reissue, or other patent application, based in whole or in part thereon, or based upon said invention.

TO BE HELD AND ENJOYED by said corporation, its successors and assigns, to the full ends of the respective terms for which said patents or any of them have been or may be granted, as fully and entirely as the same would have been held and enjoyed by me had no sale and assignment of said interest been made;

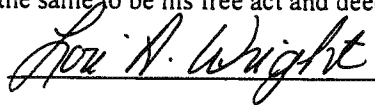
AND I hereby covenant and agree for myself, my heirs, and my legal representatives to assist my said assignee in the prosecution of said application and in any interference which may arise involving said invention, and, upon request, to execute without further consideration all necessary and desirable divisional, continuing, renewal, reissue, or other applications for patents in any country, that might be deemed necessary by said assignee fully to secure to said assignee its interest as aforesaid in and to said invention or any part thereof, and in and to said several patents or any of them. Further I hereby authorize the above-mentioned assignee to insert in this instrument the identifying serial number and filing date of my said application when received.

AND I do hereby authorize and request the Commissioner of Patents of the United States of America to issue any and all United States Patents which may be granted upon said United States applications or any of them, or upon said invention or any part thereof, to said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand affixed my seal this 25TH Day of FEBRUARY, 1999;


Noel T. Vander

On this 25th Day of February, 1999, before me, a Notary Public, personally appeared the above named Noel T. Vander, personally known to me and known by me to be the one who executed the foregoing instrument and subscribed the same in my presence, and acknowledged the same to be his free act and deed.



My Commission Expires:
April 12, 2001

LORI A. WRIGHT
Notary Public, State of Ohio
My Commission Expires April 12, 2001
PATENT