

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Michael Barber	10/15/2008
RECEIVING PARTY DATA	
Name:	M.J. Barber, Inc.
Street Address:	38 Windy Lane
City:	Williams
State/Country:	INDIANA
Postal Code:	47470
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12238936
CORRESPONDENCE DATA	
Fax Number:	(317)637-7561
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	317-634-3456
Email:	DocketDept@uspatent.com
Correspondent Name:	Marta L. Paul, Esq.
Address Line 1:	111 Monument Circle
Address Line 2:	Suite 3700
Address Line 4:	Indianapolis, INDIANA 46204-5137
ATTORNEY DOCKET NUMBER:	047031-000004
NAME OF SUBMITTER:	Marta L. Paul
Total Attachments: 3 source=assignment#page1.tif source=assignment#page2.tif source=assignment#page3.tif	

OP \$40.00 12238936

ASSIGNMENT

Michael Barber, of 38 Windy Lane, Williams, IN 47470,

hereafter referred to as the "Assignor," either singularly or collectively as appropriate, has made certain inventions in

CONTAINER APPARATUS AND METHOD,

hereinafter referred to as the "Inventions," invented by the Assignor and as, at least in part, disclosed, described, claimed, and/or intended to be in

United States Patent Application No. 12/238,936,
which was filed on September 26, 2008,

hereinafter referred to as the "Application." In the event the application number and/or filing date of the Application are not known and/or written above at the time this Assignment is executed, the Assignor hereby authorizes and requests the firm of Woodard, Emhardt, Moriarty, McNett & Henry LLP of 111 Monument Circle, Suite 3700, Indianapolis, Indiana 46204-5137 to insert above the date and/or application number of the Application when officially known.

For good, valuable and sufficient consideration to the Assignor, the receipt of which is hereby acknowledged, the Assignor does hereby sell, assign and transfer unto M.J. Barber, Inc., a corporation of Indiana, having a principal place of business at 38 Windy Lane, Williams, IN 47470, United States, hereinafter referred to as the "Assignee,"

- (i) all of the entire worldwide right, title and interest in, to and under the Inventions,
- (ii) all of the entire worldwide right, title and interest, together with all rights of priority, in, to and under the Application,
- (iii) all of the entire worldwide right, title and interest, together with all rights of priority, in, to and under the portions, in whole or in part, of any and all applications based on or arising from the Inventions or the Application, including provisional, utility, design, plant and petty patent applications, and any and all divisions, continuations, continuations-in-part, substitutes, extensions, re-examinations and reissues thereof, and
- (iv) all of the entire worldwide right, title and interest, together with all rights of priority and rights of action for infringement, in, to and under the portions, in whole or in part, of any and all patents based on or arising from the Inventions or the Application, including utility, design, plant and petty patent applications, and any and all divisions, continuations, continuations-in-part, substitutes, extensions, re-examinations and reissues thereof,

in all countries, United States and foreign, and under any applicable treaty or convention, which include but are not limited to:

- (a) all past, present and future rights and privileges, legal, equitable and otherwise, including, to the extent permissible by law, rights and privileges related to the Assignor's attorney-client relationship,
- (b) all past, present and future causes of action, including causes of action for infringement and misappropriation, whether committed or accruing before, on or after the effective date of this assignment, and
- (c) all past, present and future remedies for damages and profits,

as related to the Inventions, the Application and the portions, in whole or part, of any and all applications or patents based on or arising from the Inventions or the Application, to be held and enjoyed by the Assignee as fully and entirely as the same would have been held and enjoyed by the Assignor if this assignment and sale had not been made, the above, including items (i) through (iv) and (a) through (c), hereinafter referred to as the "Property and Related Rights."

ASSIGNMENT

The Assignor hereby COVENANTS AND WARRANTS that the Assignor has not executed and shall not execute any writing or perform any act whatsoever conflicting with this Assignment. This covenant and warranty includes, but is not limited to, a representation to the Assignee that no assignment, grant, mortgage, license, encumbrance or other agreement affecting any portion, in whole or in part, of the Property and Related Rights has been made to any party by the Assignor, and that the full right and authority to convey the Property and Related Rights as herein expressed is possessed by the Assignor.

The Assignor hereby further COVENANTS AND WARRANTS that the Assignor will, without further consideration or payments to the Assignor but at the Assignee's expense, perform the following as relating to the Inventions, the Application and the portions of any and all applications or patents based on or arising from the Inventions or the Application in all countries, United States and foreign, and under any applicable treaty or convention:

- (1) communicate any and all facts and information known to the Assignor respecting the Property and Related Rights to the Assignee and the Assignee's affiliates, legal representatives and successors;
- (2) sign, execute and deliver any and all other papers necessary or desirable to perfect the title to all of the entire right and interest, together with all rights of priority in, to and under the Inventions, the Application and the portions, in whole or in part, of any and all applications or patents based on or arising from the Inventions or the Application, including all rightful oaths, declarations, assignments, powers of attorney and other related papers, in and for the use of the Assignee and the Assignee's affiliates, legal representatives and successors;
- (3) testify in any legal or quasi-legal proceedings regarding any and all facts known to the Assignor relating to the Property and Related Rights as requested by the Assignee and the Assignee's affiliates, legal representatives and successors;
- (4) act in the benefit of the Assignee, including not engaging in any acts resulting in intentional or unintentional waiver of attorney-client privileges, as relating to the Property and Related Rights without express written authorization by the Assignee, and, in the event that there is a waiver of attorney-client privileges, assert that any partial waiver of attorney-client privileges does not constitute a total waiver of attorney-client privileges; and
- (5) generally do everything reasonable to aid in securing, maintaining and enforcing proper protection for the Property and Related Rights in the Assignee and the Assignee's affiliates, legal representatives and successors.

The Assignor hereby agrees that any partial waiver of the Assignor's attorney-client rights and privileges as related to the Property and Related Rights, whether inadvertent, willful, past, present or future, will not constitute a total waiver of the Assignor's attorney-client rights and privileges.

The Assignor hereby authorizes and requests the Honorable Commissioner for Patents to issue any aforesaid patent to the Assignee and the Assignee's affiliates, legal representatives and successors.

This Assignment embodies the complete agreement between the parties and shall be governed and controlled as to validity, enforcement, interpretation, construction, effect and in all other respects by the laws of the United States, and in particular in accordance with the laws of the State of Indiana, without reference to the conflict of laws principles thereof. It is further understood that Assignor consents to the courts of Indiana in connection with any dispute arising under the Assignment.

If any provision of this Assignment shall be ruled invalid or unenforceable by a court of competent jurisdiction, such decision shall not affect the validity or enforceability of the remaining portions of this Assignment, which remaining portions shall continue in full force and effect as if this Assignment had been executed with the invalid portion eliminated.

This Assignment is hereby made effective as of [Effective Date], or effective as of the conception date of the Inventions if earlier.

ASSIGNMENT

WITNESS Assignor's hand this 15 day of OCTOBER, 2008.

Michael Barber
Michael Barber

STATE OF Indiana)
) : SS
COUNTY OF Monroe)

Before me, a Notary Public, in and for the County and State, personally appeared the above-named Assignor, Michael Barber, who executed the foregoing Assignment in my presence and acknowledged the execution thereof as their free and voluntary act and deed for the uses and purposes therein set forth and expressed.

WITNESS my hand and Notarial Seal this 15 day of October, 2008.

Judy K Thompson
Notary Public



JUDY K. THOMPSON, Notary Public
Residing in Monroe County.
My commission expires December 13, 2014
Comm Number: 558261

Printed Name: Judy K Thompson

Resident of Monroe County

My Commission Expires:

December 13, 2014