

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
RICHARD LOUIS BONTRAGER	01/10/2011
RANDALL GLENN STRANGE	01/10/2011
RECEIVING PARTY DATA	
Name:	EARTHBOUND FARM HOLDINGS
Street Address:	1721 SAN JUAN HIGHWAY
City:	SAN JUAN BAUTISTA
State/Country:	CALIFORNIA
Postal Code:	95045
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12885362
CORRESPONDENCE DATA	
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ATTORNEY DOCKET NUMBER:	EBFM-01000US0
NAME OF SUBMITTER:	Michael L. Robbins
Total Attachments: 3 source=signed assignment#page1.tif source=signed assignment#page2.tif source=signed assignment#page3.tif	

CH \$40.00 12885362

JOINT TO CORPORATE ASSIGNMENT

WHEREAS, the undersigned Inventors:

(1) Richard Louis Bontrager,
a resident of Ripon, California, USA; and

(2) Randall Glenn Strange,
a resident of Manteca, California, USA,

have invented certain new and useful improvements in:

CONTAINER WITH IMPROVED TAMPER EVIDENT STRUCTURE

1. and have prepared a United States Provisional Patent Application disclosing and identifying the invention, said application having been filed on the ___ day of _____, 20___, and assigned U.S. Provisional Patent Application No. 61/ _____.
2. and/or have executed on the 3rd day of January, 2011, a declaration or oath for an application for a United States patent disclosing and identifying the invention and/or said application having been filed on the 17th day of September, 2010, and assigned U.S. Patent Application No. 12/885,362.

WHEREAS EARTHBOUND FARM HOLDINGS (hereinafter termed "Assignee"), a corporation of the State of California, having a place of business at 1721 San Juan Highway, San Juan Bautista, State of California, 95045, wishes to acquire the entire right, title and interest in and to said application(s) and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered jointly or severally by said Inventors (all collectively hereinafter termed "said invention"), and in and to any and all patent applications, patents, certificates of invention and other forms of protection thereon (hereinafter termed "patents") applied for or granted in the United States and/or other countries.

International Convention for the Protection of Industrial Property or pursuant to any other convention, treaty, agreement or understanding; (c) in and to any and all applications filed and any and all patents, certificates of inventions or other governmental grants granted on said invention in the United States or any other country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said applications; (d) in and to each and every reissue or extension of any of said patents; and (e) in and to each and every patent claim resulting from a reexamination certificate for any and all of said patents.

2. Said Inventors hereby jointly and severally covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and other countries. Such cooperation by said Inventors shall include prompt production of pertinent facts and documents, giving of testimony, executing of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for complying with any duty of disclosure; (c) for prosecuting any of said applications; (d) for filing and prosecuting provisional, utility, substitute, divisional, continuing or additional applications covering said invention; (e) for filing and prosecuting applications for reissue of any of said patents; (f) for interference or other priority proceedings involving said invention; and (g) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, reexamination proceedings, compulsory licensing proceedings, infringement actions, invalidity actions, and court actions; provided, however, that the expense incurred by said Inventors in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this Assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventors, their respective heirs, legal representatives and assigns.

4. Said Inventors hereby jointly and severally warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, the said Inventors have executed this instrument on the date as given below and delivered this instrument to said Assignee:

1/10/2011

Date

(1) Richard Louis Bontrager
Richard Louis Bontrager

State of _____)

_____)

County of _____)

On _____ before me, _____

(name and title of officer)

personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

1/10/2011

Date

(2) Randall Glenn Strange
Randall Glenn Strange

State of _____)

_____)

County of _____)

On _____ before me, _____

(name and title of officer)

personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
