

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
VONCO PRODUCTS, INC.	12/31/2012
RECEIVING PARTY DATA	
Name:	VONCO ACQUISITION, LLC
Street Address:	201 Park Avenue
City:	Lake Villa
State/Country:	ILLINOIS
Postal Code:	60046
PROPERTY NUMBERS Total: 12	
Property Type	Number
Patent Number:	4486975
Patent Number:	3952975
Patent Number:	3980260
Patent Number:	4408643
Patent Number:	5174659
Patent Number:	5336123
Patent Number:	5451179
Patent Number:	5358107
Patent Number:	6913388
Application Number:	10692583
Application Number:	13490105
PCT Number:	US0234186
CORRESPONDENCE DATA	
Fax Number:	4142988097
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.	

CH \$480.00 4486975

Phone: 414-298-1000
Email: ipadmin@reinhardtllaw.com
Correspondent Name: A. Smyczek/Reinhart Boerner Van Deuren
Address Line 1: 1000 N. Water St., Ste. 1700
Address Line 4: Milwaukee, WISCONSIN 53202

ATTORNEY DOCKET NUMBER:

12417

NAME OF SUBMITTER:

Alec D. Smyczek

Total Attachments: 5

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PATENT ASSIGNMENT

This PATENT ASSIGNMENT (this "Assignment") is made as of the 31st day of December, 2012 (the "Effective Date"), from VONCO PRODUCTS, INC., an Illinois corporation ("Assignor"), to VONCO ACQUISITION, LLC, an Illinois limited liability company ("Assignee").

RECITALS

A. Pursuant to an Asset Purchase Agreement dated December 21, 2012 (the "Asset Purchase Agreement") by and among Assignor, Assignee and certain shareholders of Assignor, Assignee has agreed to purchase certain assets of Assignor, including the Assigned Patents (as defined below).

B. Assignor is owner of the Assigned Patents.

C. Assignor and Assignee each desires, by execution of this Assignment, to confirm the assignment of all of Assignor's rights, title, and interest in and to the Assigned Patents to Assignee.

AGREEMENTS

For valuable consideration, including that recited in the Asset Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the covenants and agreements set forth herein, Assignor and Assignee mutually agree as follows:

1. Definition of Assigned Patents. The term "Assigned Patents" shall mean the patents and patent applications listed in Appendix A attached hereto and incorporated herein, any patent that may issue from the patent applications listed in Appendix A, the inventions disclosed in whole or in part in the patents and patent applications listed in Appendix A, any improvements and modifications of the above-identified inventions any other processes, innovations, improvements, discoveries, developments, designs, patents, copyrights, specifications, documents, reports, creations, trade secret, technical know-how and/or other knowledge related to the inventions, as well as: (a) all rights to claim priority in any Assigned Patents and all rights in and to any and all improvements which are disclosed in any Assigned Patents; (b) any and all patents maturing from a continuation, continuation-in-part, division, reissue or reexamination of any Assigned Patents and regardless of whether such patent matures from a convention or non-convention application, or any other substitution, renewal, extension, addition, utility model or other United States and/or foreign patent; (c) all renewals thereof; and (d) all rights of action, powers and benefits accrued thereto, including but not limited to all income, royalties, damages and payments now or hereafter due or payable with respect thereto, and to any and all causes of action, either in law or in equity, and the right to sue for, counterclaim for and recover for any and all past infringement, present infringement and future infringement of any and all rights assigned or to be assigned by this Assignment as related to any one or more of the Assigned Patents in the United States and/or countries foreign thereto, and the right to sue for, counterclaim for and recover for any and all past, present and future infringement thereof.

2. Assignment of the Assigned Patents. For and in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor has sold, assigned, transferred and set over and by these presents does hereby sell, assign, transfer and set over to and unto Assignee, its successors and assigns Assignor's entire rights, title and interest in and to the Assigned Patents including but not limited to all income, royalties, damages and payments now or hereafter due or payable with respect thereto, and to any and all causes of action, either in law or in equity, and the right to sue for, counterclaim for and recover for any and all past infringement, present infringement and future infringement of the Assigned Patents and any and all rights assigned or to be assigned by this Assignment as related to any one or more of the Assigned Patents, and covenants that Assignor has the full right so to do; and the Commissioner of Patents is hereby authorized and requested to issue all United States Letters Patent on the invention of any one or more of the Assigned Patents included herein to Assignee, as assignee of Assignor's entire interest.

3. Further Assurances. (a) Assignor further agrees to take all reasonable and necessary steps to implement the provisions of this Assignment; (b) Assignor agrees to assist Assignee in the prosecution of any assigned patent applications upon Assignee's reasonable request; and (c) Assignor shall provide Assignee, its successors, and assigns, or their legal representatives, cooperation and assistance at Assignee's reasonable request (including the execution and delivery of affidavits, declarations, oaths, exhibits, assignments, or other documentation) as may be reasonably required in the implementation of this Assignment. Assignor grants Assignor's entire rights, title and interest through this Assignment of the Assigned Patents free and clear of any and all security interests, liens, encumbrances, claims or interests of any kind or nature.

4. Incorporation of Representations, Covenants and Warranties. Notwithstanding anything in this Assignment to the contrary, the representations, covenants and warranties, including the limitations set forth therein, of Assignor contained in the Asset Purchase Agreement are incorporated herein by reference. If there is any conflict between the terms of this Assignment and the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall prevail. The parties agree to indemnify and hold harmless one another for violations of this Assignment but only to the extent as provided in the Asset Purchase Agreement.

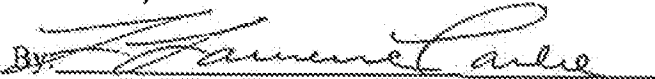
5. Facsimile Signature; Counterparts. This Assignment may be executed by facsimile delivery or other electronic means (*i.e.*, PDF) of original signatures and in counterparts, each of which shall be considered one and the same agreement, and shall become effective when such counterparts have been signed by each party and delivered to the other party.

[Signature page follows.]

IN WITNESS WHEREOF, this Assignment has been duly executed by the parties as of the date first written above.

ASSIGNOR:

VONCO PRODUCTS, INC., an Illinois corporation
201 Park Ave.
Lake Villa, IL 60046

By: 
Name: L. Lawrence Laske
Title: President

ASSIGNEE:

VONCO ACQUISITION, LLC, an Illinois limited
liability company
201 Park Ave.
Lake Villa, IL 60046

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, this Assignment has been duly executed by the parties as of the date first written above.


ASSIGNOR:

VONCO PRODUCTS, INC., an Illinois corporation
201 Park Ave.
Lake Villa, IL 60046

By: _____
Name: _____
Title: _____

ASSIGNEE:

VONCO ACQUISITION, LLC, an Illinois limited
liability company
201 Park Ave.
Lake Villa, IL 60046

By:  _____
Name: KEVIN SMITH
Title: MANAGER

APPENDIX A

ASSIGNED PATENTS/PATENT APPLICATIONS

Patent/Application No.	Filing Date	Issue Date	Title
4,486,975 (US)	09 Sept-83	11 Dec-84	INFLATABLE NOVELTY DEVICE
3,952,975 (US)	13-May-74	27-Apr-76	INFLATABLE KITE
3,980,260 (US)	26-Sep-74	14-Sep-76	INFLATABLE KITE
4,408,643 (US)	06-Feb-81	11-Oct-83	PLASTIC BAGS HAVING A PRESSURE RESISTANT CLOSURE
4,486,975 (US)	12-Sep-83	11-Dec-84	INFLATABLE NOVELTY DEVICE
5,174,659 (US)	21-Jun-91	29-Dec-92	RECLOSABLE FLEXIBLE BAG
5,336,123 (US)	22-Jul-92	09-Aug-94	INFLATABLE FLEXIBLE POUCH
5,451,179 (US)	18-Mar-94	19-Sep-95	INFLATABLE FLEXIBLE POUCH WITH INNER INFLATABLE STRUCTURE
5,358,107 (US)	24-Mar-93	25-Oct-94	PACKAGING COVER FOR A CLEANING APPARATUS HAVING BRISTLES
6,913,388 (US)	07-Jun-02	05-Jul-05	FLEXIBLE CONTAINER
10/692,583 (US)	24-Oct-03		FLEXIBLE CONTAINER
13/490,105 (US)	06-Jun-12		EASY OPEN FLEXIBLE CONTAINER
WO/2003/104096 (PCT)	25-Oct-02		