

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
ACRY FAB, INC.	12/19/2012
RECEIVING PARTY DATA	
Name:	THE VOLLRATH COMPANY, LLC
Street Address:	1236 NORTH 18TH STREET
City:	SHEBOYGAN
State/Country:	WISCONSIN
Postal Code:	53082-0611
PROPERTY NUMBERS Total: 9	
Property Type	Number
Patent Number:	4938513
Patent Number:	4971371
Patent Number:	4971372
Patent Number:	5383571
Patent Number:	5960989
Patent Number:	6027189
Patent Number:	7207462
Application Number:	13714146
Application Number:	13719871
CORRESPONDENCE DATA	
Fax Number:	4142974900
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	414-271-2400
Email:	bparker@foley.com
Correspondent Name:	FOLEY & LARDNER LLP
Address Line 1:	777 E WISCONSIN AVENUE

OP \$360.00 4938513

Address Line 4: MILWAUKEE, WISCONSIN 53202

NAME OF SUBMITTER:

Scott D. Anderson

Total Attachments: 5

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PATENT ASSIGNMENT

THIS ASSIGNMENT is made effective as of December 20, 2012, between THE VOLLRATH COMPANY, LLC, a Wisconsin limited liability company ("Assignee") and ACRY FAB, INC., a Wisconsin corporation ("Assignor").

RECITALS

A. Assignor owns all right and title, has adopted and used, or licensed to affiliates and/or third parties for use, in its business the patent applications and patents identified in and listed on Exhibit A attached hereto and made a part hereof, along with any and all provisionals, nonprovisionals, divisions, continuations, continuations-in-part, and continued prosecution applications, any other related United States and foreign patent applications thereof and inventions disclosed therein, and any and all United States and foreign patents which may be granted thereon, including extensions, reissues and reexamination certificates thereof along with all rights of priority created by said patent applications under the Paris Convention, and any other treaty relating thereto (collectively the "Patents"); and

B. Assignee is acquiring all right, title and interest in and to said Patents (whether same are registered or not) among other intellectual property rights, in exchange for other consideration as set forth and in accordance with a certain Asset Purchase Agreement by and among Assignor, Assignee and JEFF GUNDERSON AND RANDY SCHLUPP dated the date hereof (the "Purchase Agreement").

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignor does hereby assign, transfer and convey unto Assignee its entire right, title and interest in and to the Patents, together with the good will symbolized by and associated with the business in connection with which the Patents are used, all income, royalties, and payments now or hereafter due or payable in respect thereto, and all causes of action either in law or equity, for past, present or future infringement based upon the Patents. Assignor agrees to promptly deliver to Assignee copies of its and its patent attorneys' files relating to applications for registration of any of the Patents with applicable government agencies.

2. Assignor shall duly execute and deliver or cause to be executed and delivered all instruments of sale, conveyance, transfer and assignment, and all notices, releases, acquittances and other documents that may be necessary more fully to grant, convey, transfer, assign and deliver to and vest in Assignee the Patents hereby granted, conveyed, transferred, assigned and delivered or intended so to be (the "Additional Transfer Documents"). Assignee shall cooperate with Assignor and provide information as necessary to Assignor to complete the Additional Transfer Documents. Assignor shall complete the transfer of ownership of the Patents to Assignee and provide written acknowledgment to Assignee confirming completion of the confirmation of transfer of ownership and deliver the Additional Transfer Documents to the Assignee within fifteen

(15) calendar days of the date of this Assignment. To the extent Assignor has not complied with the schedule set forth in this paragraph, Assignor irrevocably appoints the Assignee as its attorney-in-fact with the right, authority and ability to execute and enter into such transfer on behalf of the Assignor. Assignor stipulates and agrees that such appointment is a right coupled with an interest and will survive unavailability or dissolution of the Assignor at any future time.

3. Assignor hereby authorizes and requests the patent office officials in the United States and any applicable foreign countries to record Assignee as the owner of the Patents and issue any letters patent for the Patents to Assignee as the assignee of Assignor's entire right, title and interest in and to the same, for the sole use of Assignee, its successors, legal representatives and assigns, in accordance with the terms of this Assignment. This Assignment includes the right to claim priority based on the filing date of each of the Patents under the International convention for the Protection of Industrial property, the Patent Cooperation Treaty, the European Patent Conventions, and all other treaties of like purposes.

4. Assignor further agrees to execute any further documents and take further actions as may be reasonably required to ensure the Assignee's ownership of the Patents.

5. This Assignment may be executed in one or more original, facsimile or other electronic signature counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, each party has caused this instrument to be signed by a duly authorized representative as of the date first written above.

ASSIGNOR:

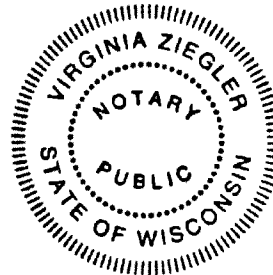
Acry Fab, Inc.

By: *Jeff Gunderson*
Jeff Gunderson, President

STATE OF WISCONSIN }
COUNTY OF Dane } ss

On this 19th day of DECEMBER, 2012, before me personally appeared JEFF GUNDERSON to me personally known, who, being duly sworn, did say that he is the PRESIDENT of Acry Fab, Inc. and that he duly executed the foregoing instrument for and on behalf of Acry Fab, Inc. being duly authorized to do so and that said individual acknowledged said instrument to be the free act and deed of said corporation.

Virginia Ziegler
Notary Public Virginia Ziegler
Dane County, Wisconsin
My Commission Expires 9-1-16



Patent Assignment

4843-3924-4050.1

IN WITNESS WHEREOF, each party has caused this instrument to be signed by a duly authorized representative as of the date first written above.

ASSIGNEE:

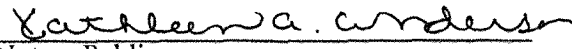
The Vollrath Company, LLC

By: 

Steven Heun, Chief Financial Officer

STATE OF Wisconsin }
COUNTY OF Sheboygan } ss

On this 19th day of December, 2012, before me personally appeared Steven Heun to me personally known, who, being duly sworn, did say that he is the CFO of The Vollrath Company, LLC and that he duly executed the foregoing instrument for and on behalf of The Vollrath Company, LLC being duly authorized to do so and that said individual acknowledged said instrument to be the free act and deed of said company.


Notary Public
Sheboygan County, State of Wisconsin
My Commission Expires April 6, 2014

Patent Assignment

PATENT
REEL: 029765 FRAME: 0782

Exhibit A
Patents

<u>Country</u>	<u>Patent/Application No.</u>	<u>Filing /Issue Date</u>	<u>Title</u>
United States	4,938,513	07/03/1990	Flexible latch
United States	4,971,371	11/20/1990	Deflectable band latch
United States	4,971,372	11/20/1990	Flexible plastic latch
United States	5,383,571	01/24/1995	Lid dispenser
United States	5,960,989	10/05/1999	Lid dispenser with dial adjustment and pivoting access
United States	6,027,189	02/22/2000	Modular cabinet-mounted dispensing system
United States	7,207,462	04/24/2007	Lid dispenser
Canada	2,216,240	04/15/1998	Lid dispenser with dial adjustment and pivoting access
United States	13/714,146	12/13/2012	Compact lid dispenser
United States	13/719,871	12/19/12	Multiple drink lid dispenser

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