### PATENT ASSIGNMENT

## Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:		NEW	ASSIGNMENT			
NATURE OF CONVEYANCE:		ASSIC	ASSIGNMENT			
CONVEYING PARTY DATA						
N				Execution Date		
Jeffery F. Feng				10/01/2012		
Bryce Rutter				09/20/2012		
RECEIVING PARTY DATA						
Name: Anchor Packaging, In						
Street Address:	13515 Barrett	Parkway Driv	e, Suite 100			
City:	Ballwin	Ballwin				
State/Country:	MISSOURI					
Postal Code:	63021					
PROPERTY NUMBERS Total: 1						
Property Type			Number			
					5	
Application Number:		29437517			94375	
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Application Number:						
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Total Attachments: 7				
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# Assignment of Invention Rights Pursuant to Consulting Agreement

This Assignment of Invention Rights Pursuant to Consulting Agreement ("Assignment") is entered into among the following parties (each a "Party" and collectively the "Parties"):

A. Anchor Packaging, Inc., of 13515 Barrett Parkway Drive, Suite 100, St. Louis, Missouri 63021, United States of America (the "Anchor"),

B. Metaphase Design Group, Inc. of 12 S. Hanley, Clayton, MO 63105 ("Metaphase"); and

C. Jeffery F. Feng, residing at 3388 Pecan Point Drive, Sugar Land, TX 77478 ("Metaphase Employee").

#### RECITALS

Prior to execution of this Agreement, Metaphase and Anchor entered into an agreement ("Consulting Agreement") pursuant to which Metaphase would consult and work with Anchor to develop new and useful designs for plastic food containers that would be owned, manufactured and sold by Anchor.

Pursuant to the Consulting Agreement, Metaphase assigned or is under an obligation to assign all right, title and interest in any ideas, concepts, inventions or works of authorship created or developed pursuant to, in furtherance of or during the course and scope of performing its obligations under the Consulting Agreement with Anchor.

Metaphase Employee is and was an employee of Metaphase and in that respect worked on behalf of Metaphase in furtherance of the Consulting Agreement in contributing design concepts and ideas for new container designs for Anchor.

Metaphase Employee claims to have contributed design concepts embodied in an inventive container design (the "Invention"). For purposes of identifying the Invention and the specific container design covered by this Assignment, attached hereto as Exhibit A is a drawing perspective view of the inventive container having the new design. For purposes of further identifying the Invention, Anchor may cause or have caused to be filed an application for design patent for the Invention with the U.S. Patent and Trademark Office ("USPTO") ("the Application"), which Application, if filed, was filed on \_\_\_\_\_\_, 2012 and assigned USPTO Application No.

Anchor is desirous of acquiring the entire right, title and interest in and to the Invention and any improvements thereon, the Application and in and to any and all applications for patent rights thereon in the United States, its territories and possessions ("United States") and all foreign countries.

#### AGREEMENT

NOW, THEREFORE, for and in consideration of the above recitals and the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of all such consideration being hereby acknowledged, the Parties agree as follows.

1. Metaphase and Metaphase Employee represent and warrant that as an employee of Metaphase, Metaphase Employee has assigned or is under an obligation to assign all right, title and interest, including all copyright and patent rights, to any ideas, concepts, inventions or works of authorship created or developed during the course and scope of employment with Metaphase or using Metaphase resources to Metaphase or Metaphase's assigns. Metaphase and Metaphase Employee specifically represent and warrant that the foregoing duty on the part of Metaphase Employee to assign encompasses the obligation to assign all right, title and interest which Metaphase Employee may have in the Invention and Application.

2. Metaphase represents and warrants that there are no other persons, including but not limited to those persons ever within its employ or retained by it as independent contractors, that have contributed to or claim to have contributed any inventive or design concepts embodied in the Invention, other than the person identified as Metaphase Employee in this Assignment.

3. Metaphase and Metaphase Employee hereby assign to Anchor, and confirm any prior assignments or obligations to Anchor, and its successors in interest, all of their right, title and interest in the United States of America and throughout the world, including the right to claim priority under the laws of the United States of America, of the Paris Convention and of any foreign countries to the Invention, any improvements to the Invention and to the Application, together with any continuations, continuations-in-part or divisionals thereof, and any patents issuing thereon and all reissues, reexaminations or extensions thereof, and all foreign applications and patents claiming priority thereto, including the right to sue for and to recover for past infringements of or liabilities for any of the rights relating to any of the applications or patents resulting there from, as fully and entirely as the same would have been held and enjoyed by Metaphase or Metaphase Employee, if this assignment had not been made.

4. Metaphase and Metaphase Employee hereby authorize and request the appropriate governmental officials to issue any and all such United States or foreign patents arising from or related to the Application, Invention, improvements to the Invention or resulting from any of the aforesaid applications to Anchor, as assignee of the entire right, title and interest in and to the same.

5. Metaphase and Metaphase Employee hereby authorize and request Anchor or its representatives to insert the date of filing and application number received from the United States Patent & Trademark Office for the Application in the space reserved above for such date and number (if such information is not already printed above at the time of execution of this document).

6. Metaphase and Metaphase Employee hereby represent, warrant and covenant that they have the full right to convey the entire interest herein assigned, that they have not executed and will not execute any instrument or assignment in conflict herewith, including any assignment or license (excepting only prior assignments to Anchor by Metaphase or prior assignments to Metaphase by Metaphase Employee) and that the rights assigned herein are not otherwise encumbered by any sale, assignments to Metaphase by Metaphase Employee).

7. Metaphase and Metaphase Employee further covenant and agree that they will at any time upon request make, execute and deliver without further compensation, any and all other instruments in writing, including further applications, papers, affidavits, powers of attorney, assignments, and other documents, and do all lawful acts and things, which, in the opinion of Anchor, its counsel, successors or assigns, may in any country be required or necessary to more effectively secure to and vest in the Anchor, its successors or assigns the rights hereby assigned, transferred and conveyed, and that Metaphase and Metaphase Employee will sign any applications for reissue, division, continuation, continuation-in-part, renewal, substitute or extension of patent rights for the Application, Invention or improvements thereon.

8. Metaphase and Metaphase Employee agree to execute all papers and documents and to perform any act that may be necessary in connection with claims or provisions of the International Convention for the Protection of Industrial Property or similar agreements.

9. Metaphase and Metaphase Employee further covenant and agree that Metaphase and Metaphase Employee will at any time upon request, communicate to Anchor, its successors, assigns or legal representatives any facts relating to the Application or Invention known to them, and will testify as to the same in any interference, litigation, mediation, arbitration or other proceeding when requested to do so.

10. Any third-party is hereby authorized to accept and to treat a copy of this instrument as the original.

IN WITNESS WHEREOF, Anchor, Metaphase and Metaphase Employee have hereunto set their hands and seal.

[The remainder of this page is purposefully left blank.]

PATENT REEL: 030299 FRAME: 0945

JEFFERN F FENG Dated. 10/01/12

## STATE OF ) ) SS: COUNTY OF )

Before me personally appeared Jeffery F. Feng, who being first duly swore spread his oath, acknowledged that he executed the foregoing instrument as his free set and deed.

Subscribed and sworn to before me, a Notary Public, on the day and year appearing below his above signature

Notary Public



METAPHASE DESIGN GRO INC. B Bryce Rut President 1. 20,2012 Dated: 4 GINA M MCGIRR Notary Public, Notary Seal State of Missouri St. Louis County Commission # 09766926 My Commission Expires March 31, 2013 STATE OF MISSOURI ) ) SS: **COUNTY OF ST. LOUIS)** 

Before me personally appeared Bryce Rutter, who being first duly sworn upon his oath, acknowledged that he executed the foregoing in his capacities as President of and on behalf of Metaphase Design Group, Inc., as its free act and deed.

Subscribed and sworn to before me, a Notary Public on the day and year appearing below her above signature.

Notary Public

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ANCHOR PACKAGING, INC.,	
By:	
Michael S. Thaler, Vice-President, Marketing	
Dated: 4/16/13	

STATE OF ) ) SS: COUNTY OF )

Before me personally appeared Michael S. Thaler, who being first duly sworn upon his oath, acknowledged that he executed the foregoing in his capacities as Vice-President, Marketing of and on behalf of Anchor Packaging, Inc., the Assignee, as its free act and deed.

Subscribed and sworn to before me, a Notary Public on the day and year appearing below her above signature.

Notary Public

HEATHER LIPUMA Notary Public, Notary Seal State of Missouri St. Charles County Commission # 13455223 My Commission Expires March 03, 2017

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PATENT REEL: 030299 FRAME: 0948



FIGURE 1

EXHIBIT A

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