

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT						
NATURE OF CONVEYANCE:	ASSIGNMENT						
CONVEYING PARTY DATA							
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>Stephen Robert</td> <td>05/28/2013</td> </tr> <tr> <td>Bill Traynor</td> <td>05/28/2013</td> </tr> </tbody> </table>		Name	Execution Date	Stephen Robert	05/28/2013	Bill Traynor	05/28/2013
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Stephen Robert	05/28/2013						
Bill Traynor	05/28/2013						
RECEIVING PARTY DATA							
Name:	Phoenix Packaging Operations, LLC						
Street Address:	4800 Lina Lane						
City:	Dublin						
State/Country:	VIRGINIA						
Postal Code:	24084						
PROPERTY NUMBERS Total: 1							
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Application Number:</td> <td>13903973</td> </tr> </tbody> </table>		Property Type	Number	Application Number:	13903973		
Property Type	Number						
Application Number:	13903973						
CORRESPONDENCE DATA							
Fax Number:							
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>							
Email:	mark@terryfirm.com						
Correspondent Name:	MARK TERRY, ESQ.						
Address Line 1:	801 BRICKELL AVE., SUITE 900						
Address Line 4:	Miami, FLORIDA 33131						
NAME OF SUBMITTER:	Mark Terry						
Signature:	/Mark Terry/						
Date:	05/29/2013						
Total Attachments: 4 source=Executed-Assignment#page1.tif source=Executed-Assignment#page2.tif source=Executed-Assignment#page3.tif source=Executed-Assignment#page4.tif							

OP \$40.00 13903973

ASSIGNMENT AGREEMENT

This Assignment Agreement (the "Agreement") is entered into and made effective as of May 28, 2013 (the "EFFECTIVE DATE"), by and among **PHOENIX PACKAGING OPERATIONS LLC**, having a place of business at 4800 Lina Lane, Dublin, Virginia 24084, (hereinafter called "the Assignee"), **STEPHEN ROBERT**, with a residence at 17 Sunnybrook Road, Toronto, Canada, and **BILL TRAYNOR** with a residence at 1630 Pinetree Crescent, Mississauga, Canada (Messrs. Robert and Traynor are collectively referred as the "Assignors").



WHEREAS, the Assignors have invented certain new and useful improvements in **FOOD CONTAINER TOP WITH INTEGRALLY FORMED UTENSIL** (hereinafter the "Invention");

Recitals

WHEREAS, the Assignors are making the application for LETTERS PATENT OF THE UNITED STATES for the Invention;

WHEREAS, the Assignee desires to acquire the entire right, title and interest in and to said Invention within the United States of America and its territorial possessions and all foreign countries and any United States or foreign LETTERS PATENT that may be granted therefor;

WHEREAS, Assignors desire to assign and transfer the entire right, title and interest in the Invention to the Assignee; and

WHEREAS, the Assignee will pay all fees and expenses, including reasonable attorney's fees, in connection with the application for LETTERS PATENT OF THE UNITED STATES.

NOW, for good and valuable considerations, the receipt of which is hereby acknowledged, Assignors and Assignee agree as follows:

Agreement

1. Recitals. The recitals are incorporated herein and made a part hereof.
2. Assignment. Assignors do hereby irrevocably assign, sell and transfer to Assignee: (i) the entire right, title and interest in and to the said invention, within the United States of America and its territorial possessions and all foreign countries and in and to any LETTERS PATENT of the United States and foreign countries, including utility models, inventor's certificates and like government grants, and all divisions reissues, continuations and extensions thereof that may be granted therefor; (ii) the right to apply for LETTERS PATENT in foreign countries with full benefit of such priorities as may now or hereafter be granted to Assignors by local laws or by treaty including any international convention, for the protection of industrial property; and (iii) the right to extend the protection of said United States LETTERS PATENT to the various territorial possessions now owned or which may be hereafter acquired by the United States of America. All said rights to be held and enjoyed by

the Assignee for its own use and benefit and for the use and benefit of its successors or assigns, to the full end of the term for which said LETTERS PATENT may be granted, as fully and entirely as the same would have been held and enjoyed by Assignors if this assignment and sale had not been made. Furthermore, Assignors do hereby request and authorize the Commissioner of Patents and Trademarks, U.S. and its foreign counterparts to issue said LETTERS PATENT when granted, in accordance with this assignment.

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3. Representations and Warranties. Assignors represent and warrant to Assignee that:
 - (a) Assignors have a full and unencumbered title to the invention hereby assigned;
 - (b) Assignors have a right, power and authority to enter into this Agreement;
 - (c) The Invention is free of any liens, security interest, encumbrances or licenses;
 - (d) To the best of their knowledge, the Invention does not infringe the rights of any person or entity;
 - (e) There are no claims, pending or threatened, with respect to Assignors' rights in the Invention;
 - (f) This Agreement is valid, binding and enforceable in accordance with its terms in all applicable jurisdictions; and
 - (g) Assignors are not subject to any agreement, judgment or order inconsistent with the terms of this Agreement.

4. Agreement to perform Necessary Acts. Assignors further agree that Assignors will, without demanding any further consideration therefor, at the request but at the expense of the Assignee, do all lawful and just acts, including the execution and acknowledgment of instruments, that may be or become necessary for obtaining sustaining, extending, reissuing or reexamining United States and foreign LETTERS PATENT or the like for the said invention, and for maintaining and perfecting the Assignee's right to said invention and LETTERS PATENT particularly in cases of interference conflict, opposition and litigation.

5. Indemnity. Each party agrees to indemnify and hold harmless the other party and its affiliates and their respective officers, directors, employees and agents from and against any and all third-party claims, damages and liabilities, including reasonable attorneys' fees and expenses ("Losses"), arising out of (i) its failure to perform any material obligation under this Agreement, or (ii) any breach by such party of any of its representations or warranties under this Agreement. If any of the parties do not defend any claim related to the Losses, any other party may defend such claim at its or his expense, including reasonable attorneys' fees and other costs of litigation to defend such claim.

6. Entire Agreement; Modification. This Agreement together with the Development and License Agreement set forth the entire agreement and understanding between the parties as to the subject matter hereof, and it supersedes all prior agreements, statements or representations, written or oral, between the parties hereto with respect to the matters covered hereunder. There shall be no amendments or modifications to this Agreement, except by a written document which is signed by both parties.

7. Governing Law and Jurisdiction. This Agreement shall be construed and enforced in accordance with the laws of the State of Florida without regard to the conflict of law principles thereof. All disputes under this Agreement shall be resolved by the courts of the State of Florida including the United States District Court for Broward or Miami-Dade Counties and the parties consent to the jurisdiction of such courts, agree to accept service of process by mail, and hereby waive any jurisdictional or venue defenses otherwise available to it or them.
8. Headings. The headings for each article and section in this Agreement have been inserted for convenience of reference only and are not intended to limit or expand on the meaning of the language contained in the particular article or section.
9. Severability. Should any one or more of the provisions of this Agreement be held invalid or unenforceable by a court or other governmental authority of competent jurisdiction, it shall be considered severed from this Agreement and shall not serve to invalidate the remaining provisions thereof. The parties shall make a good faith effort to replace any invalid or unenforceable provision with a valid and enforceable one such that the objectives contemplated by them when entering this Agreement may be realized.
10. No Waiver. Any delay in enforcing a party's rights under this Agreement or any waiver as to a particular default or other matter shall not constitute a waiver of such party's rights to the future enforcement of its rights under this Agreement, excepting only as to an express written and signed waiver as to a particular matter for a particular period of time.
11. Notices. Any notices required by this Agreement shall be in writing, shall specifically refer to this Agreement and shall be sent by hand delivery, facsimile, registered or certified airmail, postage prepaid, or by overnight courier, postage prepaid and shall be forwarded to the respective addresses set forth above, unless subsequently changed by written notice to the other party. A copy of any notice to Assignee shall also be sent to:

Phoenix Packaging LLC
3900 Pembroke Rod
Hollywood, FL 33021
Attn: General Counsel


Notice shall be deemed delivered when received.

12. Compliance with Laws. Nothing contained in this Agreement shall require or permit Assignors or Assignee to do any act inconsistent with the requirements of any law, regulation or executive order as the same may be in effect from time to time.
13. Independent Counsel. Each Assignor hereby agrees and acknowledges that he has been advised to seek and has sought independent legal counsel to represent him in connection with the negotiation, preparation and execution of this Agreement and in connection with the transactions contemplated hereby.

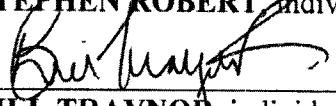
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IN WITNESS WHEREOF, the parties have executed this Assignment Agreement by their duly authorized representatives as of the date set forth below.

ASSIGNORS:

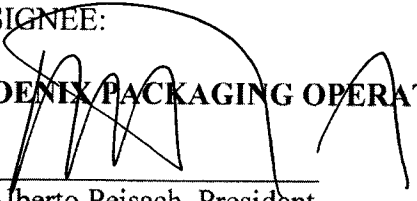


STEPHEN ROBERT, individually



BILL TRAYNOR, individually

ASSIGNEE:



PHOENIX PACKAGING OPERATIONS LLC

By:

Alberto Peisach, President