

PATENT ASSIGNMENT COVER SHEET

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 Stylesheet Version v1.2

EPAS ID: PAT2646153

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>KELLY R. FITZWATER</td> <td>11/21/2013</td> </tr> <tr> <td>SCOTT THOMAS STRAND</td> <td>10/22/2013</td> </tr> <tr> <td>DUANE R. MODE</td> <td>10/18/2013</td> </tr> <tr> <td>SHARON WEAVER</td> <td>11/18/2013</td> </tr> <tr> <td>NORMAN L. JESCH</td> <td>11/25/2013</td> </tr> </tbody> </table>		Name	Execution Date	KELLY R. FITZWATER	11/21/2013	SCOTT THOMAS STRAND	10/22/2013	DUANE R. MODE	10/18/2013	SHARON WEAVER	11/18/2013	NORMAN L. JESCH	11/25/2013
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RECEIVING PARTY DATA													
Name:	GRAPHIC PACKAGING INTERNATIONAL, INC.												
Street Address:	1500 RIVEREDGE PARKWAY, SUITE 100												
City:	ATLANTA												
State/Country:	GEORGIA												
Postal Code:	30328												
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>13948644</td> </tr> </tbody> </table>		Property Type	Number	Application Number:	13948644								
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CORRESPONDENCE DATA													
Fax Number:	(704)331-4955												
Phone:	704-331-4900												
Email:	shrogers@wcsr.com												
<i>Correspondence will be sent via US Mail when the email attempt is unsuccessful.</i>													
Correspondent Name:	WOMBLE CARLYLE SANDRIDGE & RICE, LLP												
Address Line 1:	301 S. COLLEGE ST., STE. 3000												
Address Line 2:	ATTN: JIM WITHERSPOON												
Address Line 4:	CHARLOTTE, NORTH CAROLINA 28202												
ATTORNEY DOCKET NUMBER:	38400.4142.4 (16530US.C1)												
NAME OF SUBMITTER:	JAMES A. WITHERSPOON, REG. NO. 36,723												

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Signature:	/james a. witherspoon/
Date:	12/12/2013
Total Attachments: 6 source=R029 16530US.C1 - Assgn#page1.tif source=R029 16530US.C1 - Assgn#page2.tif source=R029 16530US.C1 - Assgn#page3.tif source=R029 16530US.C1 - Assgn#page4.tif source=R029 16530US.C1 - Assgn#page5.tif source=R029 16530US.C1 - Assgn#page6.tif	

PATENT AND INVENTION ASSIGNMENT

WHEREAS, the undersigned:

Kelly R. Fitzwater, a citizen of the United States of America, residing at
25 Kendall Street, Lakewood, CO 80226;

Scott Thomas Strand, a citizen of the United States of America, residing at
2867 Lisbon Avenue, Lake Elmo, MN 55042;

Duane R. Mode, a citizen of the United States of America, residing at
9400 Old Cedar Avenue South, Bloomington, MN 55425;

Sharon Weaver, a citizen of the United States of America, residing at
3021 S. Bonfield Street, Chicago, IL 60608; and

Norman L. Jesch, a citizen of the United States of America, having a mailing address of
P.O. Box 433, Golden, CO 80402;

(hereinafter referred to as "**Assignors**") have or may have invented certain inventions and improvements disclosed in a non-provisional application for Letters Patent entitled **CARTON WITH RECLOSABLE FITMENT** which application was filed in the United States Patent and Trademark Office on July 23, 2013, and assigned Application Serial No. 13/948,644;

WHEREAS, it is agreed that **GRAPHIC PACKAGING INTERNATIONAL, INC.**, a Corporation of the State of Delaware, having its principal place of business at 1500 Riveredge Parkway, Suite 100, Atlanta, Georgia 30328, is entitled to or is desirous of acquiring all right, title and interest related to the same;

NOW, THEREFORE, for and in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **Assignors**, by these presents, do sell, assign and transfer unto **GRAPHIC PACKAGING INTERNATIONAL, INC.**, the full, exclusive and entire right, title and interest: (i) in and to all inventions and improvements disclosed and described in said application, (ii) in and to said application, (iii) in and to all divisional, continuation, and continuation-in-part applications describing in whole or in part the said inventions and improvements, preparatory to obtaining Patents of the United States therefor, (iv) in and to all patents of the United States which may be granted on the foregoing and all reissues and extensions thereof, (v) in and to any provisional patent applications filed in the United States describing in whole or in part the said inventions and improvements, from which priority may be claimed under Title 35 of the United States Code, and (vi) in and to the right to claim any applicable foreign and domestic priority rights arising from any of the afore-mentioned patent applications; and **Assignors** do hereby request the Commissioner of Patents to issue any and all Patents of the United States resulting from said application, or from a division, continuation, continuation-in-part, or reissue thereof, to **GRAPHIC PACKAGING INTERNATIONAL, INC.** as Assignee, for its interest and for the sole use and behoof of **GRAPHIC PACKAGING INTERNATIONAL, INC.** and its assigns and legal representatives;

For the same consideration, **Assignors**, by these presents do sell, assign and transfer to **GRAPHIC PACKAGING INTERNATIONAL, INC.** the full, exclusive and entire right, title and interest: in and to any and all applications for industrial property protection, including without limitation, all applications for patents, utility models, inventor's certificates and designs, (the "Foreign Applications") filed or which are hereafter filed in countries foreign to the United States and describing in whole or in part the said inventions and improvements, in and to any Patents and similar protective rights granted on said Foreign Applications, and in and to the right to file such applications and the right to claim any applicable priority rights arising from or required for said Foreign Applications under the terms of any applicable conventions, treaties, statutes, or regulations; said Foreign Applications to be filed and issued in the name of **GRAPHIC PACKAGING INTERNATIONAL, INC.** or its respective designees, insofar as permitted by applicable law;

AND, for the same consideration, **Assignors** agree to communicate to the said **GRAPHIC PACKAGING INTERNATIONAL, INC.**, its successors, legal representatives and assigns, any facts known to **Assignors** respecting said invention, sign all lawful papers, execute all divisional, continuation, continuation-in-part, reissue and other applications, make all assignments and rightful oaths, and generally do everything possible to aid **GRAPHIC PACKAGING INTERNATIONAL, INC.**, its successors, assigns, and nominees, to obtain and enforce proper protection for all said inventions and improvements in all countries throughout the world; and

Assignors covenant with Assignee, its successors, assigns and legal representatives that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by the undersigned.

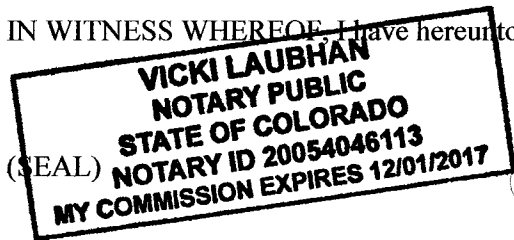
11-21-13
Date

Kelly R. Fitzwater
Kelly R. Fitzwater

STATE OF Colorado
COUNTY OF Jefferson

Before me, a Notary Public in and for the County and State aforesaid, on this 21st day of November, 2013, personally appeared **Kelly R. Fitzwater**, known to me to be the same person whose name is subscribed to the foregoing Patent and Invention Assignment, who being duly sworn acknowledged that he signed, sealed and delivered the said Patent and Invention Assignment as his free and voluntary act for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal.



Vicki Laubhan
NOTARY PUBLIC
My Commission Expires: 12/1/2017

10/22/2013
Date

Scott T Strand
Scott Thomas Strand

STATE OF Minnesota
COUNTY OF Washington

Before me, a Notary Public in and for the County and State aforesaid, on this 22nd day of October, 2013, personally appeared **Scott Thomas Strand**, known to me to be the same person whose name is subscribed to the foregoing Patent and Invention Assignment, who being duly sworn acknowledged that he signed, sealed and delivered the said Patent and Invention Assignment as his free and voluntary act for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal.

Nancy L Strand
NOTARY PUBLIC

(SEAL)



My Commission Expires: _____

Oct 18, 2013
Date

Duane R. Mode
Duane R. Mode

STATE OF Minnesota
COUNTY OF Hennepin

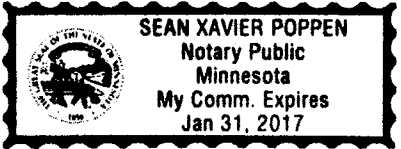
Before me, a Notary Public in and for the County and State aforesaid, on this 18th day of October, 2013, personally appeared **Duane R. Mode**, known to me to be the same person whose name is subscribed to the foregoing Patent and Invention Assignment, who being duly sworn acknowledged that he signed, sealed and delivered the said Patent and Invention Assignment as his free and voluntary act for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal.

[Signature]
NOTARY PUBLIC

(SEAL)

My Commission Expires: Jan 31, 2017



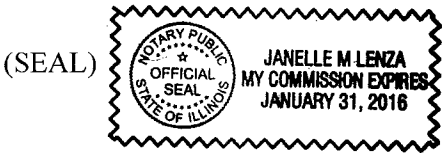
11/18/13
Date

Sharon Weaver
Sharon Weaver

STATE OF ILLINOIS
COUNTY OF COOK

Before me, a Notary Public in and for the County and State aforesaid, on this 18th day of November, 2013, personally appeared **Sharon Weaver**, known to me to be the same person whose name is subscribed to the foregoing Patent and Invention Assignment, who being duly sworn acknowledged that he signed, sealed and delivered the said Patent and Invention Assignment as his free and voluntary act for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal.



Janelle M. Lenza
NOTARY PUBLIC
My Commission Expires: 1/31/16

11-25-13

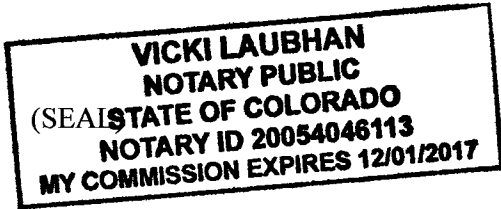
Date

Norman L. Jesch
Norman L. Jesch

STATE OF Colorado
COUNTY OF Jefferson

Before me, a Notary Public in and for the County and State aforesaid, on this 25th day of November, 2013, personally appeared **Norman L. Jesch**, known to me to be the same person whose name is subscribed to the foregoing Patent and Invention Assignment, who being duly sworn acknowledged that he signed, sealed and delivered the said Patent and Invention Assignment as his free and voluntary act for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal.



Vicki Laubhan
NOTARY PUBLIC
My Commission Expires: 12/1/2017