

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2704281

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	CHANGE OF NAME
CONVEYING PARTY DATA	
Name	Execution Date
CROWN CORK & SEAL TECHNOLOGIES CORPORATION	11/03/2003
RECEIVING PARTY DATA	
Name:	CROWN PACKAGING TECHNOLOGY, INC.
Street Address:	11535 SOUTH CENTRAL AVENUE
City:	ALSIP
State/Country:	ILLINOIS
Postal Code:	60803
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	D534802
CORRESPONDENCE DATA	
Fax Number:	(650)813-4848
Phone:	6508134800
Email:	patents@dechert.com
<i>Correspondence will be sent via US Mail when the email attempt is unsuccessful.</i>	
Correspondent Name:	DECHERT LLP
Address Line 1:	2440 W. EL CAMINO REAL
Address Line 2:	SUITE 700
Address Line 4:	MOUNTAIN VIEW, CALIFORNIA 94040-1499
ATTORNEY DOCKET NUMBER:	042390-131527
NAME OF SUBMITTER:	CHARLES LEE
Signature:	/Charles Lee/
Date:	01/29/2014

Total Attachments: 17

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United States of America



DEPARTMENT OF STATE

To all to whom these presents shall come, Greetings:

I Certify That the document hereunto annexed is under the Seal of the Secretary of State of the State(s) of Delaware, and that such Seal(s) is/are entitled to full faith and credit.*

**For the contents of the annexed document, the Department assumes no responsibility*

This certificate is not valid if it is removed or altered in any way whatsoever

(The Royal Thai Embassy assumes no responsibility for the contents of the document)

No. 355 / 1554
 Washington, D.C. **7 FEB 2011**
 Certified genuine signature of
RATACE O - HATCHETT



In testimony whereof, I, Hillary Rodham Clinton, Secretary of State, have hereunto caused the seal of the Department of State to be affixed and my name subscribed by the Assistant Authentication Officer, of the said Department, at the city of Washington, in the District of Columbia, this second day of February, 2011.

Issued pursuant to CHXIV, State of Sept. 15, 1789, 1 Stat. 68-69; 22 USC 2657; 22 USC 2651a; 5 USC 301; 28 USC 1733 et. seq.; 8 USC 1443(f); RULE 44 Federal Rules of Civil Procedure.

By [Signature] Secretary of State
[Signature]
 Assistant Authentication Officer,
 Department of State

PATENT

REEL: 032136 FRAME: 0609

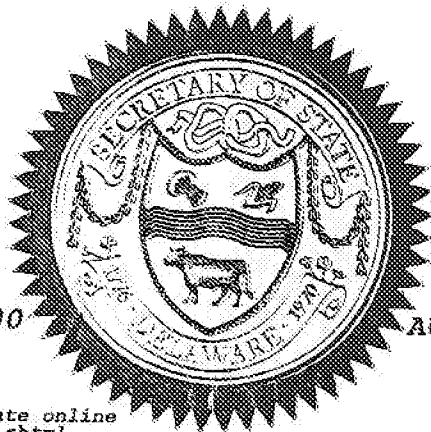
Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "CROWN CORK & SEAL TECHNOLOGIES CORPORATION", CHANGING ITS NAME FROM "CROWN CORK & SEAL TECHNOLOGIES CORPORATION" TO "CROWN PACKAGING TECHNOLOGY, INC.", FILED IN THIS OFFICE ON THE ELEVENTH DAY OF DECEMBER, A.D. 2003, AT 10:37 O'CLOCK A.M.


AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF AMENDMENT IS THE FIRST DAY OF JANUARY, A.D. 2004.



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You may verify this certificate online
at corp.delaware.gov/authver.shtml


Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 8533003

DATE: 02-01-11

PATENT
REEL: 032136 FRAME: 0610

**CERTIFICATE OF AMENDMENT
OF
CERTIFICATE OF INCORPORATION
OF**

CROWN CORK & SEAL TECHNOLOGIES CORPORATION

Crown Cork & Seal Technologies Corporation, a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware (the "Company"), does hereby certify:

FIRST: That a Certificate of Incorporation of the Company was filed with the Secretary of State of Delaware on December 18, 1996.

SECOND: That by written consent of the board of directors dated November 3, 2003, a resolution was duly adopted setting forth a proposed amendment to the Certificate of Incorporation of the Company, declaring said amendment to be advisable and calling for consideration of said proposed amendment by the stockholders of the Company. The resolution setting forth the amendment is as follows:

RESOLVED, that it is hereby proposed that Article FIRST of the Certificate of Incorporation of the Company be amended so that the same as amended would read as follows:

FIRST: The name of the Corporation is "CROWN Packaging Technology, Inc."

THIRD: That thereafter, pursuant to the resolution of the board of directors, the proposed amendment was approved by the stockholders of the Company by written consent dated November 3, 2003.

FOURTH: That this Certificate of Amendment of the Certificate of Incorporation shall be effective on January 1, 2004.

FIFTH: That said amendment was duly adopted in accordance with the provisions of Section 242 and 228 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, the Company has caused this Certificate to be executed by Daniel A. Abramowicz, its President, this 3rd day of November, 2003.

**CROWN CORK & SEAL TECHNOLOGIES
CORPORATION**

By: _____

Daniel A. Abramowicz
President

State of Delaware
Secretary of State
Division of Corporations
Received 12:15 PM 12/11/2003
FILED 10:37 AM 12/11/2003
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PATENT
REEL: 032136 FRAME: 0611

MASTER ASSIGNMENT AND ASSUMPTION
AGREEMENT AND BILL OF SALE

THIS IS A MASTER ASSIGNMENT AND ASSUMPTION AGREEMENT AND BILL OF SALE dated as of December 31, 1996, by and among CROWN CORK & SEAL COMPANY, INC., a Pennsylvania corporation ("Crown"), CROWN CORK & SEAL HOLDINGS, INC., a Delaware corporation and a wholly-owned subsidiary of Crown ("Crown Holdings"), CROWN CORK & SEAL COMPANY (USA), INC., a Delaware corporation and a wholly-owned subsidiary of Crown Holdings ("Crown Opco"), CROWN CORK & SEAL TECHNOLOGIES, INC., a Delaware corporation and a wholly-owned subsidiary of Crown ("Crown Alsip") and CROWN CORK & SEAL (PENNSYLVANIA), INC., a Pennsylvania corporation and a wholly-owned subsidiary of Crown ("Crown PA").

BACKGROUND

WHEREAS, in order to effect a reorganization of its operations and ownership of its intellectual property assets, (i) Crown desires to transfer and contribute to the capital of Crown Holdings all of the stock and other equity interests owned by Crown in the companies listed on Exhibit A (the "Contributed Stock") and Crown's rights under all contracts and agreements related to the ownership of such Contributed Stock; (ii) Crown desires to transfer and contribute to the capital of Crown PA the real property located in Philadelphia, PA described on Exhibit B and Crown's rights under all contracts relating to the construction of improvements thereon (the "Pennsylvania Property"); (iii) Crown desires to transfer and contribute to the capital of Crown Alsip, for the benefit of Crown Holdings, all of Crown's interests in any intellectual property including, without limitation, the patents, trademarks, tradenames, copyrights and applications for the foregoing set forth on Exhibit C (the "IP Assets"), the real property located in Illinois

described on Exhibit D (the "Alsip Properties") and all of the assets, properties and rights used in connection with or related to the conduct of the container manufacturing business and general research and development business presently conducted by Crown at the Alsip Properties (the "Alsip Businesses"); and (iv) Crown desires to transfer and contribute to the capital of Crown Opco, for the benefit of Crown Holdings, all of the assets, properties and rights used in connection with or related to the conduct of its business of manufacturing and selling containers and closures [and manufacture of machinery] (the "Containers Business") including, without limitation, the real property described on Exhibit E (the "Containers Business Properties"), all contracts, permits, personal property and other assets related to the Containers Business, with the exception of the assets transferred pursuant to (i) through (iii) above and the Retained Assets (defined below);

WHEREAS, in consideration of the foregoing transfer and contribution to capital, Crown Holdings desires to assume all of the liabilities of Crown connected with the Contributed Stock;

WHEREAS, in consideration of the foregoing transfer and contribution to capital, Crown PA desires to assume all of the liabilities of Crown connected with the Pennsylvania Property; and

WHEREAS, in consideration of the foregoing transfer and contribution to capital, Crown Alsip desires to assume all liabilities of Crown connected with the IP Assets and the Alsip Businesses;

WHEREAS, in consideration of the foregoing transfer and contribution to capital, Crown Opco desires to assume all liabilities of Crown connected with the Containers Business;

WHEREAS, such transactions shall be effected pursuant to Section 351 of the Internal Revenue Code of 1986, as amended.

NOW, THEREFORE, in consideration of the premises and the covenants and agreements contained herein, and intending to be legally bound hereby, the parties hereto agree as follows:

I. TRANSFER OF ASSETS

(a) Crown Holdings. Subject to the terms and conditions contained herein, Crown hereby transfers and assigns to Crown Holding, its successors and assigns forever, all right, title and interest of Crown in, to and under the Contributed Stock and all contracts and agreements related to the ownership of such Contributed Stock.

(b) Crown PA. Subject to the terms and conditions contained herein, Crown hereby transfers and assigns to Crown PA, its successors and assigns forever, all right, title and interest of Crown in, to and under all of the assets and business of Crown used in connection with or related to the ownership of the Pennsylvania Property, whether real or personal, tangible or intangible, including without limitation all good will, accounts receivable, contracts, licenses, rights-of-way claims, permits, agreements, leases, options, rights, furniture, fixtures, equipment and all other property and rights of every kind and description used in connection with or related to the ownership of the Pennsylvania Property, and all proceeds of any of the foregoing, and including without limitation the following of Crown's assets, franchises, properties, accounts and rights:

(i) all of the real property and interests in real property described on Exhibit B;

(ii) All accounts receivable to the extent related to the Pennsylvania Property;

(iii) All of the right, title and interest of Crown in, to and under all of the contracts, agreements, licenses and rights-of-way exclusively used in or exclusively relating to the Pennsylvania Property, including those described on Exhibit F hereto, and any amendments thereto, or modifications, renewals or extensions thereof;

(c) Crown Alsip. Subject to the terms and conditions contained herein, Crown hereby transfers and assigns to Crown Alsip, its successors and assigns forever, all right, title and interest of Crown in, to and under all of the assets and business of Crown, to the extent used in connection with or related to the Alsip Businesses and in, to and under all of the IP Assets, whether real or personal, tangible or intangible, including without limitation all good will, accounts receivable, contracts, licenses, rights-of-way claims, permits, agreements, leases, options, rights, furniture, fixtures, equipment and all other property and rights of every kind and description to the extent used in connection with or related to the Alsip Businesses and the IP Assets, and all proceeds of any of the foregoing, and including without limitation the following of Crown's assets, franchises, properties, accounts and rights:

(i) Cash in the amount set forth on the pro forma Balance Sheet of Crown Alsip attached hereto as Exhibit G representing cash on hand and cash equivalents and all prepaid expenses of the Alsip Businesses as of the date hereof;

(ii) all of the real property and interests in real property forming part of the Alsip Properties;

(iii) All accounts receivable of the Alsip Businesses or relating to the IP Assets described in the pro forma December 31, 1996 Balance Sheet of Crown Alsip attached

hereto as Exhibit G;

(iv) All items of inventory relating to the Alsip Businesses, if any, which are reflected in the pro forma December 31, 1996 Balance Sheet of Crown Alsip attached hereto as Exhibit G;

(v) The motor vehicles, machinery, equipment, furniture and supplies used in or relating to the Alsip Businesses and located in Alsip, IL;

(vi) All of the right, title and interest of Crown as lessor in, to and under all leases used in or related to the Alsip Businesses, if any, and not also used in connection with the Containers Business, and any amendments thereto, or modifications, renewals, extensions or subleases thereof;

(vii) All of the right, title and interest of Crown as lessee in, to and under all leases used in or related to the Alsip Businesses, if any, and not also used in connection with the Containers Business, and any amendments thereto, or modifications, renewals, extensions or subleases thereof;

(viii) All of the right, title and interest of Crown in, to and under all contracts, agreements, licenses and rights-of-way used in or related to the Alsip Businesses (but only to the extent such contracts, agreements, licenses and rights-of-way relate to the Alsip Businesses) and the IP Assets, and any amendments thereto, or modifications, renewals or extensions thereof; and

(ix) All of the right and interest of Crown as employer in, to and under any and all employment contracts with any employee or former employee providing services to the Alsip Businesses and any amendments thereto, or modifications, renewals or extensions thereof.

(d) Crown Opco. Subject to the terms and conditions contained herein, Crown hereby transfers and assigns to Crown Opco, its successors and assigns forever, all right, title and interest of Crown in, to and under all of the assets and business of Crown used in connection with or related to the Containers Business (other than those transferred pursuant to Sections I.(a) through (c) and the Retained Assets), whether real or personal, tangible or intangible, including without limitation all good will, accounts receivable, contracts, licenses, rights-of-way claims, permits, agreements, leases, options, rights, furniture, fixtures, equipment and all other property and rights of every kind and description used in connection with or related to the Containers Business, and all proceeds of any of the foregoing, and including without limitation the following of Crown's assets, franchises, properties, accounts and rights:

(i) Cash in the amount set forth in the pro forma Balance Sheet of Crown Opco attached hereto as Exhibit H representing cash on hand and cash equivalents, and all prepaid expenses of the Containers Business as of the date hereof;

(ii) all of the real property and interests in real property in the Containers Business Properties;

(iii) All accounts receivable of the Containers Business reflected in the pro forma December 31, 1996 Balance Sheet of Crown Opco attached hereto as Exhibit H;

(iv) All items of inventory relating to the Containers Business, if any, reflected in the pro forma December 31, 1996 Balance Sheet of Crown Opco attached hereto as Exhibit H;

(v) The motor vehicles, machinery, equipment, furniture and supplies used in or relating to the Containers Business;

(vi) All of the right, title and interest of Crown as lessor in, to and under all of the leases used in or related to the Containers Business, and any amendments thereto, or modifications, renewals, extensions or subleases thereof;

(vii) All of the right, title and interest of Crown as lessee in, to and under all leases used in or related to the Containers Business, and any amendments thereto, or modifications, renewals, extensions or subleases thereof;

(viii) All of the right, title and interest of Crown in, to and under all of the contracts, agreements, licenses and rights-of-way used in or related to the Containers Business (but only to the extent such contracts, agreements, licenses and rights-of-way relate to the Containers Business), and any amendments thereto, or modifications, renewals or extensions thereof; and

(ix) All of the right and interest of Crown as employer in, to and under any and all employment contracts with any employee or former employee providing services to the Containers Business and any amendments thereto, or modifications, renewals or extensions thereof.

(e) Exceptions. There is excepted from the foregoing transfers, assignments and conveyances any asset which has been disposed of in the ordinary course of Crown's business and the foregoing transfers, assignments and conveyances are made under and subject to all security interests, liens, encumbrances and rights of others now existing, of record or otherwise. The parties acknowledge and agree that Crown shall retain sole ownership and possession of the stock or other equity interests in the entities listed on Exhibit I and that Crown shall retain the benefit from and liabilities for the employment relationships of the persons listed on Exhibit J. The assets described herein are referred to as the "Retained Assets."

(f) No Warranties. The transfers described in paragraphs (a) through (d) above are made by Crown and accepted by Crown Holdings, Crown PA, Crown Alsip and Crown Opco, respectively, without covenants, representations or warranties of title or otherwise, except as the parties may otherwise agree.

(g) Further Assurances. At the request and expense of Crown Holdings, Crown PA, Crown Alsip or Crown Opco, as the case may be, at any time on or after the date hereof, Crown will execute and deliver such further instruments of conveyance and transfer and take such other action as Crown Holdings, Crown PA, Crown Alsip or Crown Opco, as the case may be, reasonably may request to convey and transfer effectively to it, its successors and assigns, any of the property granted and transferred, or intended so to be, hereby, and will assist it in the collection or reduction to possession of any such property, provided that any such transfer or conveyance, or action to effect any such transfer or conveyance, unless otherwise agreed, shall be without warranty of any kind by Crown; and Crown hereby irrevocably constitutes and appoints Crown Holdings, Crown PA, Crown Alsip and Crown Opco, as the case may be, and each of its officers, their respective successors and assigns, as its attorneys-in-fact for such purposes, with full power of substitution, together with full power and authority, in the name of Crown, to execute, acknowledge and deliver any such deed or other document of conveyance, and to do, enforce, collect, receive and receipt for any and all of the foregoing, including without limitation to give and receive any notice, consent, waiver, demand or approval, to grant or exercise any election or option, to endorse any draft or other instrument, to make claims and to institute, defend and maintain administrative and judicial proceedings, at law and in equity, and to negotiate, compromise, release, settle or submit to arbitration any such claim.

(h) Consent of Third Parties. Nothing in this instrument shall be construed as an attempt by Crown to transfer or assign to any party pursuant to this instrument any contract, agreement, permit, franchise, claim or asset which is by its terms or by law nonassignable without the consent of any other party or parties, unless such consent or approval shall have been given, or as to which all the remedies for the enforcement thereof available to Crown would not by law pass to such other party as an incident of the assignments provided for by this instrument (a "Non-Assignable Contract"). To the extent that any such consent or approval in respect of, or a novation of, a Non-Assignable Contract shall not have been obtained, the parties shall use reasonable efforts and shall cooperate in any reasonable arrangement to assure the intended transferee/assignee/grantee the benefits of such Non-Assignable Contract to the extent permitted by law. To the extent lawful, practicable and reasonable in the circumstances, including the obtaining of any such necessary consent or approval after the date hereof, Crown shall take all reasonable actions to assure that Crown's rights under the Non-Assignable Contracts shall be preserved for the benefit of the intended transferee/assignee/grantee. The intended transferee/assignee/grantee shall indemnify and hold harmless Crown for performing such obligations and reimburse Crown for its expenses related thereto.

II. ASSUMPTION OF LIABILITIES

(a) Crown Holdings hereby assumes and agrees to pay, perform and discharge, when due, all of the debts, liabilities and obligations of Crown pertaining to, arising out of or connected with the Contributed Stock and all contracts and agreements related to the ownership of such Contributed Stock, whether accrued, absolute, contingent or otherwise, which may exist at the date hereof or which may hereafter accrue, arise or be assessed, if such subsequent debts,

liabilities or obligations shall be based upon or arise out of any event, circumstance, act, omission, covenant, undertaking or other thing existing or occurring at or before the date hereof, whether or not such debts, liabilities and obligations are reflected or reserved against at the date hereof in Crown's balance sheet, books of account or records.

Crown Holdings hereby agrees to indemnify, defend and save and hold Crown harmless from and against any and all liability, claims, damages, costs and expenses of whatever character, that may be claimed or asserted against Crown, its successors or assigns, relating to or arising out of any of the foregoing.

(b) Crown PA hereby assumes and agrees, to pay, perform discharge, when due, all of the debts, liabilities and obligations of Crown pertaining to, arising out of or connected with the Pennsylvania Property, whether accrued, absolute, contingent or otherwise, which may exist at the date hereof or which may hereafter accrue, arise or be assessed, if such subsequent debts, liabilities or obligations shall be based upon or arise out of any event, circumstance, act, omission, covenant, undertaking or other thing existing or occurring at or before the date hereof, whether or not such debts, liabilities and obligations are reflected or reserved against at the date hereof in Crown's balance sheet, books of account or records.

Crown PA hereby agrees to indemnify, defend and save and hold Crown and Crown Holdings harmless from and against any and all liability claims, damages, costs and expenses of whatever character, that may be claimed or asserted against Crown or Crown Holdings, their successors or assigns, relating to or arising out of any of the foregoing.

(c) Crown Alsip hereby assumes and agrees to pay, perform and discharge, when due, all of the debts, liabilities and obligations of Crown pertaining to, arising out of or connected with the IP Assets or the Alsip Businesses, whether accrued, absolute, contingent or

otherwise, which may exist at the date hereof or which may hereafter accrue, arise or be assessed, if such subsequent debts, liabilities or obligations shall be based upon or arise out of any event, circumstance, act, omission, covenant, undertaking or other thing existing or occurring at or before the date hereof, whether or not such debts, liabilities and obligations are reflected or reserved against at the date hereof in Crown's balance sheet, books of account or records.

Crown Alsip hereby agrees to indemnify, defend and save and hold Crown and Crown Holdings harmless from and against any and all liability, claims, damages, costs and expenses of whatever character, that may be claimed or asserted against Crown or Crown Holdings, their successors or assigns, relating to or arising out of any of the foregoing.

(d) Crown Opco hereby assumes and agrees, to pay, perform discharge, when due, all of the debts, liabilities and obligations of Crown pertaining to, arising out of or connected with the Containers Business, whether accrued, absolute, contingent or otherwise, which may exist at the date hereof or which may hereafter accrue, arise or be assessed, if such subsequent debts, liabilities or obligations shall be based upon or arise out of any event, circumstance, act, omission, covenant, undertaking or other thing exiting or occurring at or before the date hereof, whether or not such debts, liabilities and obligations are reflected or reserved against at the date hereof in Crown's balance sheet, books of account or records.

Crown Opco hereby agrees to indemnify, defend and save and hold Crown and Crown Holdings harmless from and against any and all liability claims, damages, costs and expenses of whatever character, that may be claimed or asserted against Crown or Crown Holdings, their successors or assigns, relating to or arising out of any of the foregoing.

III. ASSUMPTION OF LEASES, CONTRACTS AND AGREEMENTS

(a) Crown Holdings hereby assumes and agrees to perform all of the obligations and duties of Crown under the contracts and other agreements assigned to Crown Holdings pursuant to Section I.(a) hereof and agrees to be bound by the respective terms of such contracts and other agreements.

(b) Crown PA hereby assumes and agrees to perform all of the obligations and duties of Crown under the leases, contracts and other agreements assigned to Crown PA pursuant to Section I.(b) hereof and agrees to be bound by the respective terms of such leases, contracts and other agreements.

(c) Crown Alsip hereby assumes and agrees to perform all of the obligations and duties of Crown under the leases, contracts and other agreements assigned to Crown Alsip pursuant to Section I.(c) hereof and agrees to be bound by the respective terms of such leases, contracts and other agreements.

(d) Crown Opco hereby assumes and agrees to perform all of the obligations and duties of Crown under the leases, contracts and other agreements assigned to Crown Opco pursuant to Section I.(d) hereof and agrees to be bound by the respective terms of such leases, contracts and other agreements.

IV. GOVERNING LAW.

This instrument shall be governed by the laws of the Commonwealth of Pennsylvania, without giving effect to the principles of conflicts of laws applicable therein.

IN WITNESS WHEREOF, and intending to be legally bound hereby, Crown, Crown Holdings, Crown PA, Crown Alsip and Crown Opco have each caused this instrument to be duly executed on its behalf as of the day and year first above written.

ATTEST:

By: Amanda D. Foster
 Name: Amanda D. Foster
 Title: Assistant Secretary

CROWN CORK & SEAL HOLDINGS, INC.

By: William T. Gallagher
 Name: WILLIAM T. GALLAGHER
 Title: Vice President

ATTEST

By: Michael J. Rowley
 Name: MICHAEL J. ROWLEY
 Title: Attorney

CROWN CORK & SEAL
COMPANY, INC.

By: Richard L. Kozlowski
 Name: RICHARD L. KOZLOWSKI
 Title: Executive Vice President

ATTEST:

By: Michael J. Rowley
 Name: MICHAEL J. ROWLEY
 Title: Attorney

CROWN CORK & SEAL
(PENNSYLVANIA), INC.

By: Richard L. Kozlowski
 Name: RICHARD L. KOZLOWSKI
 Title: Secretary

ATTEST:

By: Janine M. Hoffman
 Name: JANINE M. HOFFMAN
 Title: Attorney

CROWN CORK & SEAL TECHNOLOGIES, INC.

By: William T. Gallagher
 Name: WILLIAM T. GALLAGHER
 Title: VICE-PRESIDENT

ATTEST:

CROWN CORK & SEAL COMPANY
(USA), INC.

By: MICHAEL J. Rowing
Name: Michael J. Rowing
Title: ATTORNEY

By: Richard L. Staszewski
Name: RICHARD L. STASZEWSKI
Title: Vice President