

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT3491268

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
AMCOR GROUP GMBH	09/14/2012
RECEIVING PARTY DATA	
Name:	DISCMA AG
Street Address:	C/O SIDEL INTERNATIONAL AG
Internal Address:	BOSCH 67
City:	HUNENBERG
State/Country:	SWITZERLAND
Postal Code:	6331
PROPERTY NUMBERS Total: 4	
Property Type	Number
Application Number:	13489943
Application Number:	13661213
Application Number:	13661262
Application Number:	13721361
CORRESPONDENCE DATA	
Fax Number:	(734)418-4201
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	734-418-4252
Email:	arhoades@honigman.com
Correspondent Name:	HONIGMAN MILLER SCHWARTZ AND COHN LLP
Address Line 1:	350 EAST MICHIGAN AVENUE
Address Line 2:	SUITE 300
Address Line 4:	KALAMAZOO, MICHIGAN 49007
ATTORNEY DOCKET NUMBER:	239729-371936
NAME OF SUBMITTER:	ERIC J. SOSENKO
SIGNATURE:	/Eric Sosenko/
DATE SIGNED:	08/20/2015
Total Attachments: 18	

source=Intellectual Property Assignment Agreement 9-14-2012#page1.tif
source=Intellectual Property Assignment Agreement 9-14-2012#page2.tif
source=Intellectual Property Assignment Agreement 9-14-2012#page3.tif
source=Intellectual Property Assignment Agreement 9-14-2012#page4.tif
source=Intellectual Property Assignment Agreement 9-14-2012#page5.tif
source=Intellectual Property Assignment Agreement 9-14-2012#page6.tif
source=Intellectual Property Assignment Agreement 9-14-2012#page7.tif
source=Intellectual Property Assignment Agreement 9-14-2012#page8.tif
source=Intellectual Property Assignment Agreement 9-14-2012#page9.tif
source=Intellectual Property Assignment Agreement 9-14-2012#page10.tif
source=Intellectual Property Assignment Agreement 9-14-2012#page11.tif
source=Intellectual Property Assignment Agreement 9-14-2012#page12.tif
source=Intellectual Property Assignment Agreement 9-14-2012#page13.tif
source=Intellectual Property Assignment Agreement 9-14-2012#page14.tif
source=Intellectual Property Assignment Agreement 9-14-2012#page15.tif
source=Intellectual Property Assignment Agreement 9-14-2012#page16.tif
source=Intellectual Property Assignment Agreement 9-14-2012#page17.tif
source=Intellectual Property Assignment Agreement 9-14-2012#page18.tif

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Agreement") dated as of September 14, 2012, ("Effective Date"), is made by and between Amcor Group GmbH, a company organized and existing under the laws of Switzerland ("AGG"), and DISCMA AG, a company organized and existing under the laws of Switzerland (the "Company"). AGG and the Company shall collectively be referred to herein as the "Parties", and individually as a "Party". Terms used but not defined herein have the meaning ascribed to them in the Framework Agreement.

WITNESSETH

WHEREAS, the Company, AGG and Sidel Participations SAS have entered into that certain Framework Agreement, dated as of the date hereof (the "Framework Agreement");

WHEREAS, AGG has agreed to assign to the Company the Base Hydrapak IP pursuant to Section 2.02(c) of the Framework Agreement as an informal contribution to be booked into the Company's legal reserves from capital contribution and in accordance with the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the promises and the mutual agreements and covenants in the Framework Agreement and hereinafter set forth, the Parties hereby agree as follows:

ARTICLE 1.

DEFINITIONS

Section 1.01. Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

(a) "Base Hydrapak IP" has the meaning set forth in the Framework Agreement.

(b) "Base Hydrapak Patents" means all patents included in the Base Hydrapak IP, including those set forth on Schedule 1 hereof.

(c) "Base Hydrapak Trademarks" means all trademarks included in the Base Hydrapak IP, including those set forth on Schedule 2 hereof.

(d) "Registered" means issued by, registered, recorded or filed with, renewed by or the subject of a pending application before any Government Authority.

(e) "List of Prosecution Counsel" means the names and addresses of counsel who prosecuted the Base Hydrapak Patents and the Base Hydrapak Trademarks and who are handling patent office matters for the Base Hydrapak Patents and the Base Hydrapak Trademarks.

(f) "Prosecution History Files" means all files, documents and other materials that are in the possession of AGG's prosecution counsel, and relating to the prosecution, maintenance, filing, and/of issuance of the Base Hydrapak Patents and of the Base Hydrapak Trademarks.

ARTICLE 2.

INTELLECTUAL PROPERTY ASSIGNMENT

Section 2.01. Assignment of Base Hydrapak IP. AGG hereby sells, assigns, transfers, and conveys, to the Company, and the Company hereby accepts, all of AGG's right, title, and interest in and to the Base Hydrapak IP, including all causes of action and enforcement rights, whether currently pending, filed, or otherwise, for the Base Hydrapak IP and all rights to pursue damages, injunctive relief, and other remedies for past, current and future infringement, and all rights to collect royalties, including royalties for past infringement, under such Base Hydrapak IP.

Section 2.02. Delivery. As soon as reasonably practical following the Effective Date, AGG shall deliver to the Company or its designee in a mutually agreed format, (a) the list of prosecution counsel of the Base Hydrapak Patents and the Base Hydrapak Trademarks; (b) a copy of the prosecution history files of the Base Hydrapak Patents; (c) a copy of any original documents and information in AGG's or AGG's representatives' or Affiliates' possession relating to the conception and reduction to practice of the Base Hydrapak Patents such as inventor notebook pages and invention disclosure forms; and (d) a copy of AGG's or prosecution counsel's list or other means of tracking information to the extent relating to the prosecution or maintenance of the Base Hydrapak IP throughout the world, including information in AGG's or AGG's representatives' or Affiliates' possession relating to deadlines, payments, and filings, which list or other means of tracking information is AGG current version as of the Effective Date.

Section 2.03. Further Assurances. At the reasonable request and expense of the Company, AGG agrees to execute and deliver any relevant documents or instruments, and do and perform any other acts and things as may be reasonably necessary for effecting completely the consummation of the transactions contemplated hereby, including, without limitation execution, acknowledgment, and recordation of any relevant papers, and AGG agrees to use reasonable efforts to obtain the same from the respective inventors, as necessary for fully perfecting and conveying unto the Company the benefit of the transactions contemplated hereby.

ARTICLE 3.

MISCELLANEOUS PROVISIONS

Section 3.01. Fees and Expenses. Except as otherwise expressly provided in this Agreement or the other Transaction Documents, all costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the Party incurring such costs and expenses.

Section 3.02. Public Announcements. Except to the extent required by Law (after consulting with the other Parties) or otherwise agreed among the Parties, no such Party or its Affiliates shall make any press release, or public announcement or other disclosure of the subject matter of this Agreement or the terms thereof.

Section 3.03. Notices. All notices, requests and other communications to any Party shall be in writing (including facsimile or similar writing) and shall be given to the applicable addresses set forth in the Framework Agreement, or to such other address or facsimile number as such Party may hereafter specify for the purpose by notice to the other Party. Each such notice, request or other communication shall be effective (i) if given by facsimile, when such facsimile is transmitted to the facsimile number specified in this Section 3.03 and transmission of the appropriate number of pages is confirmed or (ii) if given by any other means, when delivered at the address specified in the Framework Agreement. Copies of notices may be sent by e-mail for informational purposes but shall not constitute notice for the purposes hereof.

Section 3.04. Amendments; Modification. This Agreement may not be amended or modified except by an instrument or instruments in writing signed and delivered on behalf of each of the Parties.

Section 3.05. Waivers. By an instrument in writing, the Parties may waive compliance by the other Party with any provision of this Agreement; provided, however, that such waiver shall not operate as a waiver of, or estoppel with respect to, any future instance. No failure to exercise and no delay in exercising any right, remedy, or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, or power hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, or power provided herein or by law or at equity.

Section 3.06. Assignment; Binding Agreement. The provisions of this Agreement shall be binding upon and inure to the benefit of the Parties and, to the extent provided herein, their respective permitted successors and assigns. This Agreement is for the sole benefit of the Parties and nothing herein expressed or implied shall give or be construed to give any Person, other than the Parties, any legal or equitable rights hereunder.

Section 3.07. Descriptive Headings. The descriptive article and section headings herein are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement.

Section 3.08. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

Section 3.09. Dispute Resolution. Any and all disputes arising hereunder shall be resolved in accordance with Section 16.09 of the Framework Agreement.

Section 3.10. Counterparts. This Agreement may be executed via facsimile or electronic mail in one or more counterparts, any one of which need not contain the signatures of more than one Party, but all such counterparts taken together shall constitute one and the same instrument.

Section 3.11. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable Law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable Law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement; provided that in doing so the intent of the Parties as reflected in this Agreement can still be realized.

Section 3.12. Further Assurances. The Parties agree that they shall take all appropriate action and execute any documents, instruments or conveyances of any kind that may be reasonably necessary or advisable to carry out any of the provisions hereof.

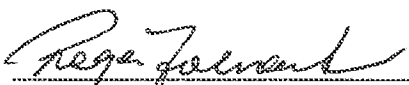
Section 3.13. Entire Agreement. This Agreement along with the Transaction Documents and any other agreement referred to herein or therein or contemplated hereby or thereby embody the entire agreement of the Parties with respect to the subject matter hereof and thereof and supersede all prior agreements (including the HOA as defined in the Framework Agreement) with respect hereto and thereto, except for Section 16 of the HOA, which is terminated and not superseded.

Section 3.14. Relationship of the Parties. Notwithstanding any provision hereof, for all purposes of this Agreement each Party shall be and act as an independent contractor and not as partner, joint venturer or agent of the others and shall not bind nor attempt to bind the others to any contract.

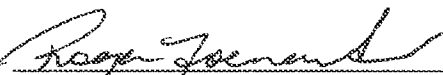
[Remainder of Page Intentionally Left Blank]

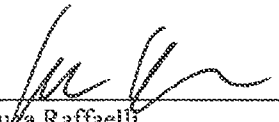
IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the date first written above.

AMCOR GROUP GMBH

By: 
Roger Foengender
Representative

DISCMA AG

By: 
Roger Foengender
Representative

By: 
Luca Raffaelli
Representative

a

PATENT
REEL: 036380 FRAME: 0778

SCHEDULE 1
Base Hydrapak Patents

See attached.

MtW: 1965098.6

Handwritten initials
PATENT
REEL: 036380 FRAME: 0779

E
f

AppNumber	PatNumber	AppTitle	Country	Description	ApplicationStatus
11/786736	7914726	Liquid Or Hydraulic Blow Molding	US		Granted
12/906275		Liquid Or Hydraulic Blow Molding	US	Continuation In Part	Published
12/701925		Liquid Or Hydraulic Blow Molding	US	Divisional	Published
60/791954		Liquid Or Hydraulic Blow Molding	US	Provisional	Expired
PCT/US2007/009097		Liquid Or Hydraulic Blow Molding	WO		Nationalized
PCT/US2011/054584		Liquid Or Hydraulic Blow Molding	WO		Published
20110103821		Liquid Or Hydraulic Blow Molding	AR		Pending
PI07107439		Liquid Or Hydraulic Blow Molding	BR		Published
077553840		Liquid Or Hydraulic Blow Molding	EP		Published
2009505492		Liquid Or Hydraulic Blow Molding	JP		Published
MXa2008013150	291731	Liquid Or Hydraulic Blow Molding	MX		Granted
12/328578	8017064	Liquid Or Hydraulic Blow Molding	US		Granted
13/212413		Liquid Or Hydraulic Blow Molding	US	Continuation	Published
12/779440		Liquid Or Hydraulic Blow Molding	US	Divisional	Published
61/005655		Liquid Or Hydraulic Blow Molding	US	Provisional	Expired
PCT/US2008/013429		Liquid Or Hydraulic Blow Molding	WO		Nationalized
P080105324		Liquid Or Hydraulic Blow Molding	AR		Published
PI08210659		Liquid Or Hydraulic Blow Molding	BR		Pending
088588769		Liquid Or Hydraulic Blow Molding	EP		Published
2010536939		Liquid Or Hydraulic Blow Molding	JP		Pending
MXa2010006256		Liquid Or Hydraulic Blow Molding	MX		Pending
2008002519		Liquid Or Hydraulic Blow Molding	VE		Published
13/230164		Method Of Handling Liquid To Prevent Machine Contamination During Filling	US		Published
61/382138		Method Of Handling Liquid To Prevent Machine Contamination During Filling	US	Provisional	Expired
PCT/US2011/051284		Method Of Handling Liquid To Prevent Machine Contamination During Filling	WO		Published
20110103324		Method Handling Liquid To Prevent Machine Contamination During Filling	AR		Pending
13/267974		Blow Nozzle To Control Liquid Flow With Pre-Stretch Rod Assembly	US		Published
61/393408		Blow Nozzle To Control Liquid Flow With Pre-Stretch Rod Assembly	US	Provisional	Expired
PCT/US2011/056057		Blow Nozzle To Control Liquid Flow With Pre-Stretch Rod Assembly	WO		Published
20110103822		Blow Nozzle To Control Liquid Flow With Pre-Stretch Rod Assembly	AR		Pending
13/230246		Mold Delay For Increased Pressure For Forming Container	US		Published
61/382123		Base Mold Delay For Increased Pressure For Forming Container	US	Provisional	Expired
PCT/US2011/051289		Mold Delay For Increased Pressure For Forming Container	WO		Published
20110103325		Mold Delay For Increased Pressure For Forming Container	AR		Pending
13/230296		Hydroblow Preform Design	US		Published
61/382113		Hydroblow Preform Design	US	Provisional	Expired
PCT/US2011/051293		Hydroblow Preform Design	WO		Published
20110103326		Hydroblow Preform Design	AR		Pending
13/267979		Stretch Rod System For Liquid Or Hydraulic Blow Molding	US		Published
61/393411		Stretch Rod System For Liquid Or Hydraulic Blow Molding	US	Provisional	Expired
PCT/US2011/056053		Stretch Rod System For Liquid Or Hydraulic Blow Molding	WO		Published

20110103823	Stretch Rod System For Liquid Or Hydraulic Blow Molding	AR		Pending
61/578453	Fill Process Sterilization Of Product	US	Provisional	Pending
13/372572	Reverse Stretch Rod For Machine Hygiene And Processing	US		Pending
61/442906	Reverse Stretch Rod For Machine Hygiene And Processing	US	Provisional	Expired
PCT/US2012/024950	Reverse Stretch Rod For Machine Hygiene And Processing	WO		Pending
20120100505	Reverse Stretch Rod For Machine Hygiene And Processing	AR		Pending
2012000181	Reverse Stretch Rod For Machine Hygiene And Processing	VE		Pending
13/372575	Blow Nozzle To Control Liquid Flow With Pre-Stretch Rod Assembly And Metal Seat Seal Pin	US		Pending
61/443282	Blow Nozzle To Control Liquid Flow With Pre-Stretch Rod Assembly And Metal Seat Seal Pin	US	Provisional	Expired
PCT/US2012/024954	Blow Nozzle To Control Liquid Flow With Pre-Stretch Rod Assembly And Metal Seat Seal Pin	WO		Pending
20120100531	Hydrapak Directional Blow Nozzle With Metal Seat Seal Pin	AR		Pending
2012000183	Hydrapak Directional Blow Nozzle With Metal Seat Seal Pin	VE		Pending
13/478546	Method Of Forming A Container	US		Pending
61/490672	Method Of Forming A Container	US	Provisional	Expired
PCT/US2012/039420	Method Of Forming A Container	WO		Pending
20120101855	Method Of Forming A Container	AR		Pending
2012000684	Method Of Forming A Container	VE		Pending
13/490499	Method For Forming A Preform For A Container	US		Pending
61/495098	Method For Forming A Preform For A Container	US	Provisional	Expired
PCT/US2012/041241	Method For Forming A Preform For A Container	WO		Pending
20120102059	Method For Forming A Preform For A Container	AR		Pending
2012000732	Method For Forming A Preform For A Container	VE		Pending
13/489943	Compensation For Hydrapak Machine Using Isolator Cylinder	US		Pending
61/495072	Compensation For Hydrapak Machine Using Isolator Cylinder	US	Provisional	Expired
PCT/US2012/041084	Compensation For Hydrapak Machine Using Isolator Cylinder	WO		Pending
20120102057	Compensation For Hydrapak Machine Using Isolator Cylinder	AR		Pending
2012000734	Compensation For Hydrapak Machine Using Isolator Cylinder	VE		Pending
13/489909	CSD Cooling And Pressurization To Keep CO2 In Solution During Forming	US		Pending
61/495056	CSD Cooling And Pressurization To Keep CO2 In Solution During Forming	US	Provisional	Expired
PCT/US2012/041076	CSD Cooling And Pressurization To Keep CO2 In Solution During Forming	WO		Pending
20120102058	CSD Cooling And Pressurization To Keep CO2 In Solution During Forming	AR		Pending

2012000733	CSD Cooling And Pressurization To Keep CO2 In Solution During Forming	VE		Pending
61/537767	Method and Apparatus For Forming And Filling A Container	US	Provisional	Pending
61/552067	Method And Apparatus For Forming And Filling A Container	US	Provisional	Pending
61/551592	High Speed Rotary Machine For Forming And Filling A Two-Step PET Container In A Single Process	US	Provisional	Pending
61/551992	Blow And Fill Head Design	US	Provisional	Pending
61/551981	Venting Apparatus And Method Of Using Same For Blow And Fill Molding	US	Provisional	Pending
61/552075	Counter Stretch Connecting Rod And Positive Fill Level Control Rod	US	Provisional	Pending
61/552212	Device For Directing Flow Of Cleaning Fluid For Blow Molding Apparatus	US	Provisional	Pending
61/578588	Liquid Commodity And Molding Fluid Recirculation System	US	Provisional	Pending
61/578564	Sealing System For Molding Machine	US	Provisional	Pending
61/552072	System For Forming, Filling, And Capping Container	US	Provisional	Pending
61/578532	Nozzle Air Blow Off System	US	Provisional	Pending
61/578484	Counter Stretch Rod Performance Improvements	US	Provisional	Pending
61/579010	Preform Pre-Stretching For Optimized Material Distribution	US	Provisional	Pending
61/579150	Apparatus And Method For Controlling Temperature Gradient Through Wall Thickness Of Container	US	Provisional	Pending

2

PATENT *1*

REEL: 036380 FRAME: 0784

SCHEDULE 2
Base Hydrapak Trademarks

See attached.

Mti#: 1965098.6


PATENT
REEL: 036380 FRAME: 0785

AppNumber	RegNumber	TrademarkName	OwnerName	Country	Class	TrademarkStatus
1481461		HYDRAPAK	Amcor Limited	AU	07, 20, 40, 42	Pending
840063423		HYDRAPAK	Amcor Limited	BR	07	Pending
840063415		HYDRAPAK	Amcor Limited	BR	20	Pending
840063407		HYDRAPAK	Amcor Limited	BR	40	Pending
840063393		HYDRAPAK	Amcor Limited	BR	42	Pending
010745917		HYDRAPAK	Amcor Limited	EM	07, 20, 40, 42	Pending
2012021397		HYDRAPAK	Amcor Limited	JP	07, 20, 40, 42	Pending
1259604		HYDRAPAK	Amcor Limited	MX	07	Pending
1259600		HYDRAPAK	Amcor Limited	MX	20	Pending
1259598		HYDRAPAK	Amcor Limited	MX	40	Pending
1259596		HYDRAPAK	Amcor Limited	MX	42	Pending
85/428205		HYDRAPAK	Amcor Limited	US	07, 20, 40, 42	Allowed

SCHEDULE 3

Copyrights

Registered: None

Unregistered: AGG's right, title, and interest in and to software, including source code and object code, for controlling and/or operating a machine practicing the Hydrapak Technology and all associated user manuals and documentation including specifications and all associated structure, sequence, organization and templates designed or developed for controlling and/or operating a machine practicing the Hydrapak Technology.

Md#: 1965098.6

PATENT
REEL: 036380 FRAME: 0789

RECORDED: 08/20/2015

PATENT 
REEL: 036380 FRAME: 0790