## 503758414 03/29/2016

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3805060

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
JERRY RYAN FROST	03/08/2016

### **RECEIVING PARTY DATA**

Name:	VANGUARD PACKAGING, INC.
Street Address:	8800 NE UNDERGROUND DRIVE
City:	KANSAS CITY
State/Country:	MISSOURI
Postal Code:	64161

### **PROPERTY NUMBERS Total: 1**

Property Type	Number
Application Number:	14960747

#### **CORRESPONDENCE DATA**

**Fax Number:** (816)960-0090

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.

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Correspondent Name: KUTAK ROCK LLP

Address Line 1: 2300 MAIN STREET, SUITE 800

Address Line 2: BRYAN P. STANLEY

Address Line 4: KANSAS CITY, MISSOURI 64108

ATTORNEY DOCKET NUMBER:	133811-32.2
NAME OF SUBMITTER:	BRYAN P. STANLEY
SIGNATURE:	/Bryan P. Stanley/
DATE SIGNED:	03/29/2016

## **Total Attachments: 4**

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PATENT 503758414 REEL: 038124 FRAME: 0812

#### **INVENTION ASSIGNMENT**

WHEREAS, Jerry Ryan Frost, residing in Kansas City, MO, (hereinafter referred to as Assignor), conceived of (alone or with others) and is an inventor of the conceptions, ideas, designs, drawings, discoveries, processes, methods, formulae, compositions of matter, apparatus, and/or inventions shown on the attached SCHEDULE A ("the "Inventions") and is under a duty to assign the Inventions to Vanguard Packaging, Inc., a corporation organized and existing under and pursuant to the laws of the State of Missouri, having a principal place of business at 8800 NE Underground Drive, Kansas City, MO 64161, (hereinafter referred to as "Assignee");

WHEREAS, Assignee desires to acquire the entire right, title and interest in and to the Inventions and to secure, as Assignee deems appropriate, patent and/or other protection therefor.

NOW, THEREFORE, for good and sufficient consideration, the receipt of which is hereby acknowledged, Assignor makes assignments, agreements, representations, warranties, and grants as follows:

- 1. Assignment of Inventions. Assignor hereby sells, assigns, transfers, conveys, and sets over unto Assignee, its successors, legal representatives, and assigns:
  - (a) The entire right, title, and interest of Assignor in and to the Inventions; any and all letters patent that may be issued with respect thereto in the United States and elsewhere in the world; any and all direct and indirect divisions, continuations, and continuations-in-part of said letters patent; any and all reissues, reexaminations, and extensions of said letters patent; and any and all rights under the International Convention for the Protection of Industrial Property (collectively herein, the "Patent Rights").
  - (b) any and all rights to recover damages or other equitable relief for any and all past, present, and future infringement or infringements of any of the Patent Rights.

All of the foregoing are to be held and enjoyed by Assignee, for its own use and benefit and the use and benefit of its affiliates, successors, legal representatives, and assigns, to the full end of the term for which each of the letters patent and applications for letters patent may be granted and/or extended, as fully and entirely as the same would have been held and enjoyed by Assignor, had this sale and assignment not been made to Assignee.

2. Representations and Warranties. Assignor hereby represents and warrants to Assignee, its affiliates, successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, Assignor, as against all persons anywhere other than Assignee, is the lawful owner of a right, title and interest in and to said Inventions and the Patent Rights, and that the same are unencumbered. Assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth.

4836-6119-9404.1

- 3. Further Assurance. Assignor Agrees to sign all papers and documents, take all lawful oaths and do all acts (now and in the future) necessary or required to be done for the procurement, maintenance, enforcement and defense of the Patent Rights, whenever counsel of Assignee, or counsel of its successors, legal representatives, and assigns, shall advise: that any proceeding in connection with said Patent Rights in any country of the world, including but not limited to interference proceedings, is lawful and desirable; or, that any division, continuation, or continuation-in-part of any of said Patents or any reissue, reexamination or extension of any of said Patent Rights, to be obtained thereon, is lawful and desirable. For this limited purpose, Assignor hereby appoints Assignee as its attorney in fact to execute and deliver to Assignee, on behalf of Assignor, any and all such documents or instruments. This appointment shall be deemed to be a power coupled with an interest and shall be irrevocable.
- 4. Grant of Additional Rights. Assignor Grants the following individuals the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document:

KUTAK ROCK LLP

All practitioners at Customer Number 97242

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PATENT REEL: 038124 FRAME: 0814 IN WITNESS WHEREOF, the Assignor has executed this Assignment as of the respective date shown below.

STATE OF Missouri

On this State day of Male, 2016, before me personally appeared Jerry Ryan Frost to me known to be the person described in, and who executed the foregoing instrument, and who duly acknowledged to me that he executed the same for the uses and purposes therein set forth.

Sul Agnithment
Notary Public

Seal

June 4, 2016 Jackson County Commission #12350038

# SCHEDULE A

U.S. PATENT APPLICATION NO.	TITLE	FILED
14/960,747	RETAIL READY PACKAGING	December 7, 2015

4836-6119-9404.1

**RECORDED: 03/29/2016** 

PATENT REEL: 038124 FRAME: 0816