

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

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SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	BALL EUROPE GMBH	04/15/2016
RECEIVING PARTY DATA		
Name:	DR. BERND ULLMANN	
Street Address:	HEBELSTRASSE 22	
City:	PFINZTAL	
State/Country:	GERMANY	
Postal Code:	76327	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	11632008
CORRESPONDENCE DATA		
Fax Number:		
<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>		
Email:	spansini@sheridanross.com	
Correspondent Name:	SHERIDAN ROSS P.C.	
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ATTORNEY DOCKET NUMBER:	1604BPE-16-PUS	
NAME OF SUBMITTER:	BRYAN A. HALL	
SIGNATURE:	/Bryan A. Hall/	
DATE SIGNED:	06/08/2016	
Total Attachments: 7		
source=Agreement dated 15.04.2016#page1.tif		
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source=Agreement dated 15.04.2016#page4.tif		
source=Agreement dated 15.04.2016#page5.tif		
source=Agreement dated 15.04.2016#page6.tif		

DATED

15 April 2016

AGREEMENT TO ABANDON AND ASSIGNMENT OF PATENTS

between

BALL PACKAGING EUROPE HOLDING GMBH & CO. KG/

BALL EUROPE GMBH

and

DR. BERND ULLMANN

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THIS AGREEMENT is dated 15 April 2016

PARTIES

- (1) Ball Packaging Europe Holding GmbH & Co. KG incorporated and registered in Germany whose registered office is at Georg-von-Boeselager-Straße 25, 53117 Bonn, Germany (BPE), and
- (2) Ball Europe GmbH incorporated and registered in Switzerland with company number CHE-155.512.801 whose registered office is at Leutschenbachstrasse 52, 8050 Zürich, Switzerland (BE) (BPE and BE each or jointly also referred to as Assignor), and
- (3) Dr. Bernd Ullmann, Hebelstraße 22, 76327 Pfinztal, Germany (Assignee).

BACKGROUND

- (A) BPE has been the employer of the Assignee. BE owns all rights and title in respect of the Patents.
- (B) The Assignor has decided to abandon the Patents and assign the Patents to the Assignee in accordance with sec. 16 of the German Act on Employees Inventions (ArbErfG) on the terms set out in this assignment.

AGREED TERMS

1. INTERPRETATION

The following definitions and rules of interpretation apply in this agreement.

1.1 Definition:

Patents: the patents short particulars of which are set out in Schedule.

1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this agreement.

1.3 The Schedule forms part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedules.

1.4 References to clauses and Schedules are to the clauses and Schedules of this agreement.

1.5 A reference to **writing** or **written** includes fax but not e-mail.

1.6 Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. **ASSIGNMENT**

In consideration of the sum of € 1 (receipt of which the Assignor expressly acknowledges), the Assignor hereby assigns to the Assignee absolutely all its right, title and interest in and to the Patents, and in and to all and any inventions disclosed in the Patents, including the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action arising from ownership, of any of the Patents or any patents granted on any of the applications comprised in the Patents or filed as aforesaid, whether occurring before, on or after the date of this assignment.

3. **GRANT-BACK LICENSE**

- 3.1 With immediate effect of the Assignment pursuant to clause 2 and in accordance with sec. 16 para 3 of the German Act on Employees Inventions Assignee grants to Assignor an option to enter into and shall, if the Assignor so requests, enter into good faith negotiations for an irrevocable, royalty-bearing (the royalty being fair and reasonable, § 317 BGB shall be applicable), non-transferable, worldwide licence under Assignee's rights in the Patents to exploit commercially the Patents in connection with the production, manufacture, distribution, marketing, selling, advertising and promotion of technology (both products and methods) that is the subject of any of the Patents, and to sub-license any third party to do the same.

4. **FURTHER ASSURANCE**

- 4.1 At the Assignee's expense the Assignor shall, and shall use all reasonable endeavours to procure (including but not limited with respect to contacting Ball Packaging Europe GmbH, the registered owner of the Patents while an application to record a change of ownership is pending) that any necessary third party shall, promptly execute such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this agreement, including the registration of the Assignee as applicant for, or proprietor of, the Patents.

5. **ENTIRE AGREEMENT**

- 5.1 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 5.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this agreement.

6. VARIATION

No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

7. SEVERANCE

7.1 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.

7.2 If one party gives notice to the other of the possibility that any provision or part-provision of this agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

8. COUNTERPARTS

8.1 This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

8.2 No counterpart shall be effective until each party has executed and delivered at least one counterpart.

9. GOVERNING LAW

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of Germany.

10. JURISDICTION

Each party irrevocably agrees that the courts of Mannheim shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

This agreement has been entered into on the date stated at the beginning of it.


Schedule Patents

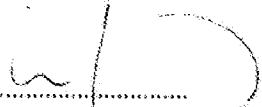
Country	Publication no. / Patent no.	Application no	Date filed	Date granted	Title
DE	502005002241.6-08	05763327.3- 2308	28.06.2005	12.12.2007	Schwimmfähiger, mehrkammeriger Einsatz für Flüssigkeitsbehälter
GB	1765686	05763327.3- 2308	28.06.2005	12.12.2007	Floating multichamber insert for liquid container
US	8,469,221	11/632,008	28.06.2005	25.06.2013	Floating multichamber insert for liquid container

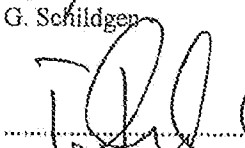
Signed by Managing Directors for and
on behalf of Ball Packaging Europe
GmbH & Co. KG/General Partner Ball
Packaging Europe Managing GmbH

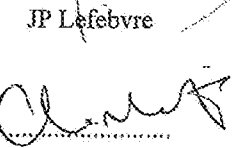
Signed per proxy for and on behalf of
Ball Europe GmbH

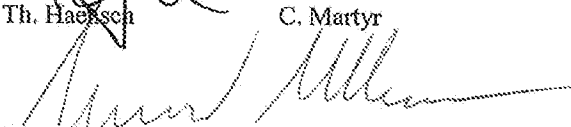
Signed by Dr. Bernd Ullmann


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G. Schildgen


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JP Lefebvre


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Th. Haefsch


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C. Martyr


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Dr. B. Ullmann