### 503871752 06/15/2016

## PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
TIM CIMMERER	06/01/2016
KEVIN R. KRUEGER	06/08/2016
MICHAEL A. POHLMAN	06/08/2016

#### **RECEIVING PARTY DATA**

Name:	ANCHOR PACKAGING, INC.
Street Address:	13515 BARRETT PARKWAY DRIVE, SUITE 100
City:	ST. LOUIS
State/Country:	MISSOURI
Postal Code:	63021

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

Property Type	Number
Application Number:	29536250

#### **CORRESPONDENCE DATA**

**Fax Number:** (314)884-4472

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.

**Phone:** (314) 552-4072

Email: ip@evans-dixon.com
Correspondent Name: EVANS & DIXON, L.L.C.

Address Line 1: 211 N. BROADWAY, SUITE 2500

Address Line 2:METROPOLITAN SQUAREAddress Line 4:ST. LOUIS, MISSOURI 63102

ATTORNEY DOCKET NUMBER:	10472-104
NAME OF SUBMITTER:	DON V. KELLY
SIGNATURE:	/Don V. Kelly/
DATE SIGNED:	06/15/2016

**Total Attachments: 6** 

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# Invention and Patent Rights Assignment Agreement

This Invention and Patent Rights Assignment Agreement ("Agreement") is entered into by and among the following parties:

- A. <u>Anchor Packaging, Inc.</u>, a Missouri corporation of 11350 Barrett Parkway Drive, Suite 100, St. Louis, Missouri 63021 (USA) (referred to herein as "Assignee"); and
- B. the following persons (who are referred to herein individually as an "Assignor" and collectively as "Assignors"):
  - 1. <u>Tim Cimmerer</u>, a United States citizen residing in Paragould, Arkansas (USA);
  - 2. <u>Kevin R. Krueger</u>, a United States citizen residing in Fenton, Missouri (USA); and,
  - 3. <u>Mike Pohlman</u>, a United States citizen residing in Valley Park, Missouri (USA).

WHEREAS, Assignors claim to be the inventors of the invention ("Invention") described in the following design patent application (the "Application"), titled TAMPER EVIDENT PLASTIC FOOD CONTAINER that was filed in the United States Patent and Trademark Office ("USPTO") on August 14, 2015 and issued USPTO Application No. 29/536,250.

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of all such consideration being hereby acknowledged, each Assignor hereby assigns to Assignee, and confirms any prior assignments or obligations to assign to Assignee, and its successors in interest, his or her full and exclusive right, title and interest in and to the Invention and Application. The foregoing assignment and confirmation of assignment effects or confirms the assignment of all right, title and interest in and to the Invention and Application in the United States of America and throughout the world, including the right to claim priority under the laws of the United States of America, of the Paris Convention and of any foreign countries to the Invention, any improvements to the Invention and to the Application, together with any continuations, continuations-in-part or divisionals thereof, and any patents issuing thereon and all reissues, reexaminations or extensions thereof, and all foreign applications and patents claiming priority thereto, including the right to sue for and to recover for past infringements of or liabilities for any of the rights relating to any of the applications or patents resulting there from, as fully

PATENT REEL: 038915 FRAME: 0732 and entirely as the same would have been held and enjoyed by each Assignor, if this assignment had not been made.

Each Assignor hereby authorizes and requests the appropriate governmental officials to issue any and all such United States or foreign Letters Patent arising from or related to the Application, Invention, improvements to the Invention or resulting from any of the aforesaid Application to Assignee, as assignee of the entire right, title and interest in and to the same.

For purposes of more specifically identifying the Application, each Assignor hereby authorizes and requests Assignee or its representatives to insert the date of filing and application number received from the United States Patent & Trademark Office for the Application in the space reserved above for such number (if such information is not already printed above at the time of his or her execution of this document).

Each Assignor hereby represents, warrants and covenants that he or she has the full right to convey the entire interest herein assigned, that he or she has not executed and will not execute any instrument or assignment in conflict herewith, including any assignment or license (excepting only prior assignments to Assignee) and that the rights assigned herein are not otherwise encumbered by any sale, assignment, grant or conveyance (excepting only prior assignments to Assignee).

Each Assignor further covenants and agrees that he or she will at any time upon request make, execute and deliver without further compensation, any and all other instruments in writing, including further applications, papers, affidavits, powers of attorney, assignments, and other documents, and do all lawful acts and things, which, in the opinion of Assignee, its counsel, successors or assigns, may in any country be required or necessary to more effectively secure to and vest in the Assignee, its successors or assigns the Patent Rights hereby assigned, transferred and conveyed, and that he or she will sign any applications for reissue, division, continuation, continuation-in-part, renewal, substitute or extension of Letters Patent for the Application, Invention or improvements thereon.

Each Assignor agrees to execute all papers and documents and to perform any act that may be necessary in connection with claims or provisions of the International Convention for the Protection of Industrial Property or similar agreements.

Each Assignor further covenants and agrees that he or she will at any time upon request, communicate to the Assignee, its successors, assigns or legal representatives any facts relating to the Application or Invention known to them, and will testify as to the same in any interference, litigation, mediation, arbitration or other proceeding when requested to do so.

Any third-party is hereby authorized to accept and to treat a copy of this instrument as the original.

IN WITNESS WHEREOF, the below party has executed this Invention and Patent Rights Assignment Agreement on the dates below indicated.

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7 77 77	TO REFERENCE WALLS	C 30 20 CO 1 CO

By: Dated: Vol-16

STATE OF Arkansas )
(COUNTY OF GILLAR)

Before me personally appeared Tim Cimmerer, **Assignor**, who being first duly sworn upon his oath, acknowledged that he executed the foregoing instrument as his free act and deed.

Subscribed and sworn to before me, a Notary Public, on the day and year appearing below his above signature.

Notary Public



IN WITNESS WHEREOF, the below party has executed this Invention and Patent Rights Assignment Agreement on the dates below indicated.

Kevin R. Krueger, Assignor

STATE OF MISCOM

Before me personally appeared Kevin R. Krueger, Assignor, who being first duly sworn upon his oath, acknowledged that he executed the foregoing instrument as his free act and deed.

) SS:

Subscribed and sworn to before me, a Notary Public, on the day and year appearing below his above signature.

LINDA ROSSO Notary Public - Notary Seal
STATE OF MISSOURI
St. Louis County
My Commission Expires: Sept. 4, 2017
Commission # 13482681 IN WITNESS WHEREOF, the below party has executed this Invention and Patent Rights Assignment Agreement on the dates below indicated.

Mike Pohlman, Assignor

By: Michael A Politman

Dated: 6/8/2016

STATE OF MISSOURY ) SS:

Before me personally appeared Mike Pohlman, Assignor, who being first duly sworn upon his oath, acknowledged that he executed the foregoing instrument as his free act and deed.

Subscribed and sworn to before me, a Notary Public, on the day and year appearing below his above signature.

Notary Public

LINDA ROSSO
Notary Public - Notary Seal
STATE OF MISSOURI
St. Louis County
My Commission Expires: Sept. 4, 2017
Commission # 13462681

IN WITNESS WHEREOF, the below party has executed this Invention and Patent Rights Assignment Agreement on the dates below indicated.

Anchor	Packa	ging.	Inc	Assignee
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Name: Michael S. Thaler

Name: Michael S. Thaler
Title: Executive Vice President, Marketing and Custom

Dated: 12-16-15

STATE OF MO COUNTY OF Stom) SS:

Before me personally appeared Michael S. Thaler, who being first duly sworn upon his or her oath, acknowledged that he or she executed the foregoing in his capacities as Executive Vice President, Marketing and Custom of and on behalf of Anchor Packaging, Inc., the Assignee, as its free act and deed.

Subscribed and sworn to before me, a Notary Public on the day and year appearing below her above signature.