

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
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EPAS ID: PAT4153092

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
BALL CORPORATION	10/03/2016
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	INDEPENDENT CAN COMPANY
<b>Street Address:</b>	1300 BRASS MILL ROAD
<b>City:</b>	BELCAMP
<b>State/Country:</b>	MARYLAND
<b>Postal Code:</b>	21017
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	D562684
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(410)828-7859
<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>	
<b>Phone:</b>	(410) 823-1800
<b>Email:</b>	ascharff@rmmr.com
<b>Correspondent Name:</b>	ROYSTON, MUELLER, MCLEAN & REID, LLP
<b>Address Line 1:</b>	102 W. PENNSYLVANIA AVE., SUITE 600
<b>Address Line 4:</b>	TOWSON, MARYLAND 21204
<b>NAME OF SUBMITTER:</b>	ROBERT S. HANDZO
<b>SIGNATURE:</b>	/Robert S. Handzo/
<b>DATE SIGNED:</b>	11/22/2016
<b>Total Attachments: 8</b>	
source=Patent Recordation Docs#page1.tif	
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**RECORDATION FORM COVER SHEET  
PATENTS ONLY**

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies)**

Ball Corporation

Additional name(s) of conveying party(ies) attached?  Yes  No

**2. Name and address of receiving party(ies)**

Name: Independent Can Company

Internal Address: \_\_\_\_\_

Street Address: 1300 Brass Mill Road

City: Belcamp

State: Maryland

Country: USA Zip: 21017

Additional name(s) & address(es) attached?  Yes  No

**3. Nature of conveyance/Execution Date(s):**

Execution Date(s) October 3, 2016

- Assignment  Merger
- Security Agreement  Change of Name
- Joint Research Agreement
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other \_\_\_\_\_

**4. Application or patent number(s):**

This document serves as an Oath/Declaration (37 CFR 1.63).

A. Patent Application No.(s)

B. Patent No.(s)

D/279,525 (Application filed on May 2, 2007)

D562,684

Additional numbers attached?  Yes  No

**5. Name and address to whom correspondence concerning document should be mailed:**

Name: Robert S. Handzo

Internal Address: \_\_\_\_\_

Street Address: Royston, Mueller, McLean & Reid LLP  
102 W. Pennsylvania Avenue, Suite 600

City: Towson

State: Maryland Zip: 21204

Phone Number: (410) 823-1800

Docket Number: \_\_\_\_\_

Email Address: rhandzo@mmr.com

**6. Total number of applications and patents involved: 1**

**7. Total fee (37 CFR 1.21(h) & 3.41) \$ \_\_\_\_\_**

- Authorized to be charged to deposit account
- Enclosed
- None required (government interest not affecting title)

**8. Payment Information**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**

Robert S. Handzo  
Signature

11/22/16  
Date

Robert S. Handzo, Esq.

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: **8**

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

## PATENT ASSIGNMENT

This PATENT ASSIGNMENT (this "Assignment"), dated as of October 3, 2016, is by and between Ball Corporation, an Indiana corporation ("Assignor"), and Independent Can Company, a Maryland corporation ("Assignee").

### RECITALS

WHEREAS, Ball Aerosol and Specialty Container, Inc., a Delaware corporation, Assignee and Quaker at Todds Lane, LLC, a Maryland limited liability company, have entered into an Asset Purchase Agreement, dated as of September 16, 2016 (the "Purchase Agreement"), pursuant to which, on the terms and subject to the conditions set forth in the Purchase Agreement and herein, the parties thereto have agreed that the Assigned Patent will be owned by the Assignee and assigned to the Assignee hereunder; and

WHEREAS, this Assignment is being executed to effect and record the assignment and sale from Assignor to Assignee of the Assigned Patent.

NOW, THEREFORE, in consideration of the premises and the mutual agreements and covenants set forth herein, including the consideration set forth in the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, and such other good and valuable consideration as agreed between Assignor (including its affiliates) and Assignee under separate agreements, Assignor and Assignee hereby agree as follows:

1. Assignment of Assigned Patent.

- (i) Assignor hereby sells, assigns transfers, conveys and delivers to Assignee, and Assignee hereby purchases, acquires and accepts, all of Assignor's right, title and interest in and to the Patent set forth on Schedule 1 hereto (the "Assigned Patent"), together with any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect thereto and all rights and remedies against past, present, and future infringement or other violation thereof, and all goodwill symbolized by the foregoing.
- (ii) Assignor acknowledges and agrees that Assignee shall have the right to record this Assignment with the United States Patent and Trademark Office or other applicable foreign governmental authority or registrar.
- (iii) This Assignment shall not confer any rights or remedies upon any person or entity other than the parties hereto and their respective successors and permitted assigns. This Assignment may not be amended except by an agreement in writing signed by each of the parties hereto.

2. Further Assurances.

Subject to the Purchase Agreement, in the event that at any time after the date hereof any further action is reasonably necessary to carry out the purposes of this Assignment, each of the parties hereto shall take such further action (including the execution and delivery of such further

instruments and documents) as the other party may reasonably request, at the sole cost and expense of the requesting party.

3. Subject to Purchase Agreement.

The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. Miscellaneous.

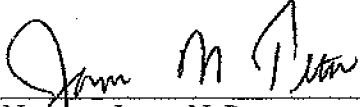
This Agreement is executed by the Assignor and Assignee and shall be binding upon such parties effective immediately upon the Closing Date. This Agreement shall be subject to all applicable provisions of Article XII (Miscellaneous) of the Purchase Agreement.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF, each party hereto has caused this Assignment to be duly executed on its behalf as of the day and year first above written.

Assignor:

Ball Corporation, an Indiana corporation

By:   
Name: James N. Peterson  
Title: Senior Vice President

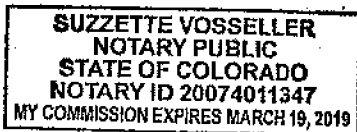
STATE/PROVINCE OF Colorado )  
COUNTY OF Broomfield ) ss.

On this 3 October, 2016, before me, Suzette Vosseller, Notary  
Date Month Name and Title of the Notary


personally appeared James N. Peterson  
Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence to the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of Colorado that the foregoing paragraph is true and correct.



WITNESS my hand and official seal.

  
Signature of Notary Public

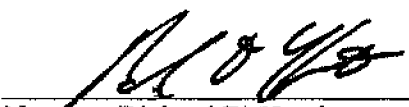
[Assignment of Patent]

Acknowledged and agreed by:

Assignee:

Independent Can Company, a Maryland  
corporation

By:

  
Name: Richard D. Huether  
Title: President and Chief  
Executive Officer

[Assignment of Patent]

**PATENT**  
**REEL: 040397 FRAME: 0953**

**Schedule 1 to Patent Assignment**

**Assigned Patent**

Owner	Country	Title	Patent No.	Application No	Filing Date
Ball Corporation	U.S.A	Vented Lid for a Container	D562,684	29/279,525	May 2, 2007



**USPTO PATENT FULL-TEXT AND IMAGE DATABASE**

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( 1 of 1 )

**United States Patent**  
**Brashear**

**D562,684**  
**February 26, 2008**

Vented lid for a container

**Claims**

CLAIM The ornamental design for a vented lid for a container, as shown and described.

**Inventors:** Brashear; Robert (Perkasie, PA)  
**Assignee:** Ball Corporation (Broomfield, CO)  
**Appl. No.:** D/279,525  
**Filed:** May 2, 2007

**Current U.S. Class:** D9/454

**Current International Class:** 0907

**Field of Search:** ;D9/746,529,504,454,444,443,435,434,428 ;D21/444,443,387 ;446/46-48 ;220/212.5,210,377,780,784,799 ;215/303,262,253 ;206/508 ;D34/11 ;D7/677,392.1

**References Cited [Referenced By]**

**U.S. Patent Documents**

<a href="#">4098421</a>	July 1978	Foster
<a href="#">D280076</a>	August 1985	Haag
<a href="#">4646933</a>	March 1987	Jurczenia et al.
<a href="#">6293423</a>	September 2001	Masuda et al.
<a href="#">D466562</a>	December 2002	Peterson
<a href="#">6726521</a>	April 2004	Peterson
<a href="#">D494474</a>	August 2004	Houk et al.

<u>D499025</u>	November 2004	Houk et al.
<u>D510524</u>	October 2005	Houk et al.
<u>D513386</u>	January 2006	Pace et al.
<u>D515429</u>	February 2006	Pace
<u>D515928</u>	February 2006	Pace

*Primary Examiner:* Watson; Gary D.  
*Assistant Examiner:* Bennett Hattan; Susan  
*Attorney, Agent or Firm:* Sheridan Ross P.C.

**Description**

FIG. 1 is a front perspective view of a vented lid for a container;

FIG. 2 is a front elevation view of the invention illustrated in FIG. 1;

FIG. 3 is a top plan view of the invention illustrated in FIG. 1;

FIG. 4 is a bottom plan view of the invention illustrated in FIG. 1;

FIG. 5 is a left elevation view of the invention illustrated in FIG. 1; and,

FIG. 6 is a front perspective view of the invention shown in FIG. 1, the broken lines representing environment for illustrative purposes only and forming no part of the claimed design.

\* \* \* \* \*

