

PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT4273793

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	12/16/2015

CONVEYING PARTY DATA

Name	Execution Date
YORK CONTAINER COMPANY	02/09/2017

RECEIVING PARTY DATA

Name:	GYRE INNOVATIONS, LLC
Street Address:	138 MOUNT ZION ROAD
City:	YORK
State/Country:	PENNSYLVANIA
Postal Code:	17402

PROPERTY NUMBERS Total: 18

Property Type	Number
Patent Number:	9440764
Patent Number:	9434501
Patent Number:	9290294
Patent Number:	9022276
Patent Number:	8939290
Patent Number:	8925795
Patent Number:	8887985
Patent Number:	8297490
Patent Number:	8177117
Patent Number:	7981017
Patent Number:	7861916
Patent Number:	7819305
Patent Number:	7810707
Patent Number:	7677433
Application Number:	12834136
Application Number:	12352196
Application Number:	12247473
PCT Number:	US2012065805

CORRESPONDENCE DATA**Fax Number:** (215)253-6792

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: 2156652158**Email:** NLOLLI@COZEN.COM**Correspondent Name:** NATALIE LOLLI**Address Line 1:** 1650 MARKET STREET**Address Line 2:** COZEN O'CONNOR**Address Line 4:** PHILADELPHIA, PENNSYLVANIA 19103

NAME OF SUBMITTER:	KYLE VOS STRACHE
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SIGNATURE:	/Kyle Vos Strache/
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DATE SIGNED:	02/14/2017
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Total Attachments: 5

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NUNC PRO TUNC PATENT ASSIGNMENT

This Nunc Pro Tunc Patent Assignment (the “**Assignment**”) is entered into effective as of the Effective Date (as defined below) between York Container Company, a Pennsylvania corporation having a place of business at 138 Mt. Zion Road, York, Pennsylvania 17402 (“**ASSIGNOR**”), and Gyre Innovations, LLC, a Pennsylvania limited liability company having a place of business at 138 Mt. Zion Road, York, Pennsylvania 17402 (“**ASSIGNEE**”).

BACKGROUND

WHEREAS, ASSIGNOR was the owner of all rights in the Assigned Patents (as defined in *Exhibit A*); and

WHEREAS, ASSIGNOR intended to assign to ASSIGNEE and for ASSIGNEE to own, effective as of December 16, 2015 (the “**Effective Date**”), all of ASSIGNOR’s rights, title and interest in and to the Assigned Patents, and the Parties have treated such Assigned Patents as having been owned by ASSIGNEE, including on their books and records, as of the Effective Date; and

WHEREAS, ASSIGNOR and ASSIGNEE wish to memorialize in writing the assignment, transfer and conveyance of the Assigned Patents from ASSIGNOR to ASSIGNEE effective as of the Effective Date, on the terms and conditions set forth in this Assignment.

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, and intending to be legally bound, ASSIGNOR and ASSIGNEE agree as follows:

1. Assignment. Effective as of the Effective Date, ASSIGNOR does hereby sell, assign, transfer, convey and set over to said ASSIGNEE, its successors, legal representatives and assigns all of ASSIGNOR’s rights, title and interests in, to and under the Assigned Patents including, but not limited to, the right for ASSIGNEE to file applications for Letters Patent in all countries for such Assigned Patents, and to secure and maintain any Letters Patent in ASSIGNEE’s own name, and the right for ASSIGNEE to sue for the past, present, or future infringement or misappropriation of the Assigned Patents and obtain all claims for and awards of damages, profits, and costs, both in equity and law, for any infringement or misappropriation of the Assigned Patents occurring on, before or after the Effective Date, such Assigned Patents to be held and enjoyed by said ASSIGNEE, its successors, assigns, nominees or legal representatives, to the full end of the term or terms for which said Letters Patent respectively may be granted, reissued or extended, as fully and entirely as the same would have been held and enjoyed by ASSIGNOR had this assignment, sale and transfer not been made.
2. Representation of ASSIGNOR. ASSIGNOR hereby represents, warrants, covenants and agrees that it has full right to convey its entire interest herein assigned.
3. Further Assurances. ASSIGNOR further covenants and agrees that it will, each time request is made and without undue delay, execute and deliver to ASSIGNEE, its successors,

assigns and/or legal representatives all such papers as may be necessary or desirable to perfect the title to said Assigned Patents including the inventions or improvements, applications and Letters Patents comprising same, and agrees to communicate to said ASSIGNEE or to its nominees all known facts respecting said inventions or improvements, said applications and said Letters Patents, to testify in any legal proceedings, to sign all lawful papers, to execute all disclaimers and divisional, continuing, reissue and foreign applications, to make all rightful oaths, and generally to do everything possible to aid said ASSIGNEE, its successors, assigns, nominees and legal representatives to obtain and enforce for its or their own benefit proper patent protection for said inventions or improvements in any and all countries.

4. Authorization. ASSIGNOR hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and any official of any country or countries foreign to the United States whose duty it is to issue patents on applications as aforesaid, to issue to said ASSIGNEE, as ASSIGNEE of the entire right, title and interest, any and all Letters Patents for said inventions or improvements, including any and all Letters Patents of the United States which may be issued and granted on or as a result of the applications aforesaid, in accordance with the terms of this Assignment.

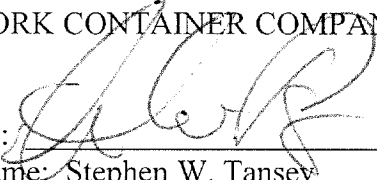
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have executed this Assignment effective as of the Effective Date.

ASSIGNOR:

YORK CONTAINER COMPANY

Date: Feb 9, 2017

By: 
Name: Stephen W. Tansey
Title: President

ASSIGNEE:

GYRE INNOVATIONS, LLC

Date: Feb 9, 2017

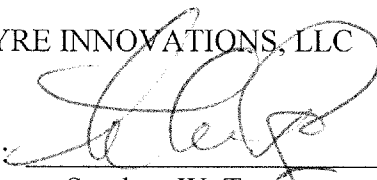
By: 
Name: Stephen W. Tansey
Title: President

EXHIBIT A

“Assigned Patents” shall mean:

- The U.S. and foreign patents and patent applications listed below, and all inventions or improvements claimed therein or embodied thereby, and all patent applications or issued patents claiming priority to any of the foregoing or issued therefrom including, but not limited to, any and all continuations, continuations-in-part, divisionals, substitutes, reissues, extensions, reexaminations and renewals thereof anywhere in the world:
 - U.S. Patent Appl. No. 13/316,023, titled “Method of Deploying a Retail Ready Container,” filed December 9, 2011 (which issued subsequent to the Effective Date as Patent No. 9,440,764 on September 13, 2016);
 - U.S. Patent Appl. No. 14/038,188, titled “Materials and Method for Making a Container with a Locking Closure,” filed September 26, 2013 (which issued subsequent to the Effective Date as Patent No. 9,434,501 on September 6, 2016);
 - U.S. Patent Appl. No. 14/539,524, titled “Method for Manufacturing a Dual-Purpose Container and a Container Pre-Assembly Having a Tear-Out Section, and the Pre-Assembly and the Container,” filed November 12, 2014 (which issued subsequent to the Effective Date as Patent No. 9,290,294 on March 22, 2016);
 - U.S. Patent No. 9,022,276, titled “Dual-use Display Tray/Container,” issued May 5, 2015;
 - U.S. Patent No. 8,939,290, titled “Retail Ready Container,” issued January 27, 2015;
 - U.S. Patent No. 8,925,795 titled “Materials and Method for Making a Container with a Locking Closure,” issued January 6, 2015;
 - U.S. Patent No. 8,887,985, titled “Method for Manufacturing a Dual-Purpose Container and a Container Pre-Assembly Having a Tear-Out Section, and the Pre-Assembly and the Container,” issued November 18, 2014;
 - U.S. Patent No. 8,297,490, titled “Materials for and Method for Manufacturing a Container with Corner Supports and the Resulting Container,” issued October 30, 2012;
 - U.S. Patent No. 8,177,117, titled “Materials for and Method for Manufacturing Container with Corner Supports and Resulting Container,” issued May 15, 2012;
 - U.S. Patent No. 7,981,017, titled “Materials for and Method for Manufacturing Retail Container and Resulting Retail Container,” issued July 19, 2011;
 - U.S. Patent No. 7,861,916, titled “Materials for and Method for Manufacturing Container with Integrated Divider and Resulting Container,” issued January 4, 2011;
 - U.S. Patent No. 7,819,305, titled “Materials for and Method for Manufacturing Packaging and Resulting Packaging,” issued October 26, 2010;
 - U.S. Patent No. 7,810,707, titled “Materials for and Method for Manufacturing Container with End Supports and Resulting Container,” issued October 12, 2010;
 - U.S. Patent No. 7,677,433, titled “Materials for and Method for Manufacturing Container and Resulting Container,” issued March 16, 2010;

- U.S. Patent Appl. No. 12/834,136, titled “Materials for an Method for Manufacturing a Divided Container and Resulting Divided Container,” filed July 12, 2010;
- U.S. Patent Appl. No. 12/352,196, titled “Materials for and Method for Manufacturing Container with End Supports and Resulting Container,” filed January 12, 2009;
- U.S. Patent Appl. No. 12/247,473, titled “Materials for and Method for Manufacturing Container with Stacking Shoulders and Resulting Container,” filed October 8, 2008;
- Canadian Patent Appl. No. 2,819,747, titled “A Dual Use Display Tray/Container,” filed on June 28, 2013 (which issued subsequent to the Effective Date as Canadian Patent No. 2,819,747 on October 25, 2016);
- Canadian Patent Appl. No. 2,791,208, titled “A Method for Manufacturing a Dual-Purpose Container and a Container Pre-Assembly Having a Tear-Out Section, and the Pre-Assembly and the Container,” filed on September 28, 2012 (which issued subsequent to the Effective Date as Canadian Patent No. 2,791,208 on October 25, 2016);
- Canadian Patent No. 2,698,844, titled “Materials for and Method for Manufacturing a Container with Corner Supports and the Resulting Container,” issued September 9, 2014;
- Canadian Patent No. 2,697,660, titled “Materials for and Method for Manufacturing Retail Container and Resulting Retail Container,” issued May 12, 2015;
- Canadian Patent No. 2,680,707, titled “Materials for and Method for Manufacturing Container with Corner Supports and Resulting Container,” issued December 31, 2013;
- Canadian Patent No. 2,667,162, titled “Materials for and Method for Manufacturing Container and Resulting Container,” issued July 16, 2013;
- Canadian Patent No. 2,665,989, titled “Materials for and Method for Manufacturing Packaging and Resulting Packaging,” issued July 9, 2013;
- Canadian Patent Application No. 2,884,031, titled “Retail Ready Container and Method of Deploying the Same,” filed March 4, 2015
- Canadian Patent Application No. 2,738,142, titled “Materials and Method for Making a Container with a Locking Closure,” filed April 21, 2011;
- Canadian Patent Application No. 2,709,591, titled “Materials for and Method for Manufacturing a Divided Container and Resulting Divided Container,” filed July 13, 2010;
- Canadian Patent Application No. 2,686,818, titled “Materials for and Method for Manufacturing Container with End Supports and Resulting Container,” filed December 2, 2009;
- Canadian Patent Application No. 2,680,705, titled “Materials for and Method for Manufacturing Container with Stacking Shoulders and Resulting Container,” filed September 25, 2009; and
- International Application No. PCT/US2012/065805, titled “Retail Ready Container and Method of Deploying Same, with an international filing date of November 19, 2012.