

## PATENT ASSIGNMENT COVER SHEET

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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
FRANO LUBURIC	01/09/2019
CHRISTOPHER JAMES LUNG	01/09/2019
<b>RECEIVING PARTY DATA</b>	
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<b>City:</b>	ATLANTA
<b>State/Country:</b>	GEORGIA
<b>Postal Code:</b>	30350
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	29676429
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<b>ATTORNEY DOCKET NUMBER:</b>	11426-116405
<b>NAME OF SUBMITTER:</b>	DANIEL E. SINEWAY
<b>SIGNATURE:</b>	/Daniel E. Sineway/
<b>DATE SIGNED:</b>	01/10/2019
<b>Total Attachments: 6</b>	
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## ASSIGNMENT

**THIS ASSIGNMENT** is made by Frano Luburic, residing at 1024 Palmetto Way, Costa Mesa, CA 92626; and Christopher James Lung, residing at 1201 South Arapaho Drive, Santa Ana, CA 92704 (hereinafter referred to as "Assignors").

**WHEREAS**, Assignors have invented certain new and useful inventions and improvements in "**CONTAINER AND CONTAINER LID WITH BUILT-IN BRINE DISC**", set forth in a Non-Provisional application for Letters Patent of the United States, filed on \_\_\_\_\_, as U.S. Application No. \_\_\_\_\_ (hereinafter referred to as the "Applications"); and

**WHEREAS**, Assignors have invented certain new and useful inventions and improvements in "**CONTAINER**", set forth in a Design application for Letters Patent of the United States, filed on \_\_\_\_\_, as U.S. Application No. \_\_\_\_\_ (hereinafter referred to as the "Applications"); and

**WHEREAS**, Assignors have invented certain new and useful inventions and improvements in "**CONTAINER LID**", set forth in a Design application for Letters Patent of the United States, filed on January 10, 2019, as U.S. Application No. 29/676,429 (hereinafter referred to as the "Applications"); and

**WHEREAS**, BWAY Corporation, a corporation organized under and pursuant to the laws of the State of Delaware, having its principal place of business at 8607 Roberts Drive, Atlanta, GA 30350 (hereinafter referred to as "Assignee"), is desirous of acquiring the entire right, title and interest in and to said inventions and said Applications for Letters Patent of the United States, and in and to any Letters Patent of the United States to be obtained therefore and thereon.

**NOW, THEREFORE**, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, Assignors have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions and Applications, and in and to any and all direct and indirect divisions, non-provisional applications, continuations and continuations-in-part of said Application, and any and all Letters Patent in the United States and all foreign countries which may be granted therefor and thereon, and reissues, reexaminations and extensions of said Letters Patent, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by Assignee, for its own use and benefit and the use and benefit of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent may be granted and/or extended, as fully and entirely as the same would have been held and enjoyed by Assignors, had this sale and assignment not been made.

**AND** for the same consideration, Assignors hereby represent and warrant to Assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, except for any rights, titles and/or interests that have arisen to Assignee under law or that have already been transferred to Assignee, Assignors are the sole and lawful owners of the entire right, title and interest in and to the said inventions and Application, and that the same are unencumbered and that Assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth.

**AND** for the same consideration, Assignors hereby covenant and agree to and with Assignee, its successors, legal representatives and assigns, that Assignors will sign all papers and documents, take all lawful oaths and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of the Applications and any Letters Patent issuing therefrom for said inventions, without charge to Assignee, its successors, legal representatives and assigns, whenever counsel of Assignee, or counsel of its successors, legal representatives and assigns, shall advise: that any proceeding in connection with said inventions, or said Application, or any proceeding in connection with any Letters Patent or

applications for Letters Patent for said inventions in any country, including but not limited to interference proceedings, is lawful and desirable; or, that any division, continuation or continuation-in-part of the Applications, or any reissue, reexamination or extension of any Letters Patent, to be obtained thereon, is lawful and desirable.

**AND** Assignors warrant and represent that the Assignors individually are not aware of any information that is material to patentability of the above-mentioned inventions, namely, any information that, alone or in combination with other information, establishes on its face the unpatentability of the inventions or is inconsistent with arguments of patentability made to the U.S. Patent & Trademark Office. Material information may include devices, products, publications, and so forth, that are similar to the present inventions, and/or any public disclosure, commercial use, or offer for sale more than one year prior to the filing date of the Application.

**AND** Assignors hereby request the Commissioner of Patent and Trademarks to issue said Letters Patent of the United States to Assignee, as Assignee of said inventions and the Letters Patent to be issued thereon, for the sole use and benefit of Assignee, its successors, legal representatives and assigns.

**AND** Assignors hereby grant 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:

MORRIS, MANNING & MARTIN, LLP

All practitioners at Customer Number 24728

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*[Signatures are on following pages.]*

IN TESTIMONY WHEREOF, I have hereunto set my hand this 9<sup>TH</sup> day of JANUARY, 2019.

FRANO LUBURIC

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF ORANGE )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2019, before me personally appeared **FRANO LUBURIC** known to me to be the person described in and who executed the foregoing instrument, and he duly acknowledged to me that he executed the same for the uses and purposes therein set forth.

[SEAL]

Notary Public

IN TESTIMONY WHEREOF, I have hereunto set my hand this nine day of

January, 2019.

Chris J. Lung  
CHRISTOPHER JAMES LUNG

STATE OF California )  
 ) ss.  
COUNTY OF Orange )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2019, before me  
personally appeared **CHRISTOPHER JAMES LUNG** known to me to be the person described  
in and who executed the foregoing instrument, and he duly acknowledged to me that he executed  
the same for the uses and purposes therein set forth.

[SEAL]

\_\_\_\_\_  
Notary Public

ASSIGNEE:

\_\_\_\_\_ day of \_\_\_\_\_, 2019

Name:

Title:

# BWAY CORPORATION

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2019, the foregoing instrument was acknowledged before me by \_\_\_\_\_ of **BWAY CORPORATION**, on behalf of the corporation. He/she is personally known to me or has produced identification.

[SEAL]

Notary Public