PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
MATTHEW R. KEARNS	01/28/2019
AARON LEE BATES	02/19/2019

RECEIVING PARTY DATA

Name:	GRAPHIC PACKAGING INTERNATIONAL, LLC	
Street Address:	1500 RIVEREDGE PARKWAY, SUITE 100	
Internal Address:	9TH FLOOR	
City:	ATLANTA	
State/Country:	GEORGIA	
Postal Code:	30328	

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	16701564

CORRESPONDENCE DATA

Fax Number: (404)870-8178

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: 404-879-2453

Email: cheryl.west@wbd-us.com ANDREW N. CLAERBOUT **Correspondent Name:**

Address Line 1: P.O. BOX 7037

Address Line 2: WOMBLE BOND DICKINSON (US) LLP Address Line 4: ATLANTA, GEORGIA 30357-0037

ATTORNEY DOCKET NUMBER:	R029 19020US.CP1	
NAME OF SUBMITTER:	ANDREW N. CLAERBOUT	
SIGNATURE:	/Andrew N. Claerbout/	
DATE SIGNED:	02/06/2020	

Total Attachments: 3

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> **PATENT** REEL: 051737 FRAME: 0514 505902551

PATENT AND INVENTION ASSIGNMENT

WHEREAS, the undersigned:

Matthew R. Kearns, a citizen of the United States of America, residing at 1528 Towne Harbor Lane, Woodstock, Georgia 30189, and

Aaron Lee Bates, a citizen of the United States of America, residing at 3757 Whithorn Way, Kennesaw, Georgia 30152,

(hereinafter collectively referred to as "Assignors") have invented certain inventions and improvements disclosed in a non-provisional application for Letters Patent entitled CARTON WITH IMPACT-RESISTANT FEATURES, which application was filed in the United States Patent and Trademark Office on March 28, 2018, as application no. 15/938,011;

WHEREAS, it is agreed that GRAPHIC PACKAGING INTERNATIONAL, LLC, a Limited Liability Company of the State of Delaware, having its principal place of business at 1500 Riveredge Parkway, Suite 100, 9th Floor, Atlanta, Georgia 30328, is entitled to or is desirous of acquiring all right, title and interest related to the same;

NOW, THEREFORE, for and in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignors, by these presents, do sell, assign and transfer unto GRAPHIC PACKAGING INTERNATIONAL, LLC, the full, exclusive and entire right, title and interest: (i) in and to all inventions and improvements disclosed and described in said application, (ii) in and to said application, (iii) in and to all divisional, continuation, and continuation-inpart applications describing in whole or in part the said inventions and improvements, preparatory to obtaining Patents of the United States therefor, (iv) in and to all patents of the United States which may be granted on the foregoing and all reissues and extensions thereof, (v) in and to any provisional patent applications filed in the United States describing in whole or in part the said inventions and improvements, from which priority has been or may be claimed under Title 35 of the United States Code, and (vi) in and to the right to claim any applicable foreign and domestic priority rights arising from any of the afore-mentioned patent applications; and Assignors do hereby request the Commissioner of Patents to issue any and all Patents of the United States resulting from said application, or from a division, continuation, continuation-in-part, or reissue thereof, to GRAPHIC INTERNATIONAL, LLC as Assignee, for its interest and for the sole use and behoof of GRAPHIC PACKAGING INTERNATIONAL, LLC and its assigns and legal representatives;

For the same consideration, Assignors, by these presents do sell, assign and transfer to GRAPHIC PACKAGING INTERNATIONAL, LLC the full, exclusive and entire right, title and interest: in and to any and all applications for industrial property protection, including without limitation, all applications for patents, utility models, inventors' certificates and designs, (the "Foreign Applications") filed or which are hereafter filed in countries foreign to the United States and describing in

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R029 19020US.1 8539-US-0 WBD (US) 42457354v1 whole or in part the said inventions and improvements, in and to any Patents and similar protective rights granted on said Foreign Applications, and in and to the right to file such applications and the right to claim any applicable priority rights arising from or required for said Foreign Applications under the terms of any applicable conventions, treaties, statutes, or regulations; said Foreign Applications to be filed and issued in the name of GRAPHIC PACKAGING INTERNATIONAL, LLC or its respective designees, insofar as permitted by applicable law;

AND, for the same consideration, Assignors agree to communicate to the said GRAPHIC PACKAGING INTERNATIONAL, LLC, its successors, legal representatives and assigns, any facts known to Assignors respecting said invention, sign all lawful papers, execute all divisional, continuation, continuation-in-part, reissue and other applications, make all assignments and rightful oaths, and generally do everything possible to aid GRAPHIC PACKAGING INTERNATIONAL, LLC, its successors, assigns, and nominees, to obtain and enforce proper protection for all said inventions and improvements in all countries throughout the world; and

Assignors covenant with Assignee, its successors, assigns and legal representatives that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by the undersigned.

/ Date

Matthew R. Kearns

STATE OF GEORGIA

COUNTY OF FILTON

Before me, a Notary Public in and for the County and State aforesaid, on this ______ day of _______, 20 ______, personally appeared <u>Matthew R. Kearns</u>, known to me to be the same person whose name is subscribed to the foregoing Patent and Invention Assignment, who being duly sworn acknowledged that he signed, sealed and delivered the said Patent and Invention Assignment as his free and voluntary act for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial-S

(SEAL)

MOTAR AUBLIC COMMISSION 26 202 COMMISSION 26 202

My Commission Expires:

NOTARY

wry commission expires.

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$\frac{Z-19-19}{Date}$		aron Lee Bates
STATE OF GEORGIA	4 '	
COUNTY OF Cold	<u>ģ</u>	
whose name is subscacknowledged that he and voluntary act for t	olf, personally appeared <u>Aar</u> ribed to the foregoing Patent	
(SEAL)	EXPIRES GEORGIA June 20, 2021	NOTARY PUBLIC My Commission Expires: 06/20/2021