### 505981677 03/24/2020

## PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
THOMAS FREDRIK AVERIN	03/19/2020

#### **RECEIVING PARTY DATA**

Name:	CALLAHAN CREEK, INC., DBA CALLAHAN	
Street Address:	805 NEW HAMPSHIRE	
City:	LAWRENCE	
State/Country:	KANSAS	
Postal Code:	<b>Stal Code:</b> 66044	

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

Property Type	Number
Application Number:	29728746

#### **CORRESPONDENCE DATA**

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Correspondent Name: PATENT GROUP, STINSON LLP
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ATTORNEY DOCKET NUMBER:	3505888.0038 - 2	
NAME OF SUBMITTER: LORA GURLEY		
SIGNATURE:	/loragurley/	
DATE SIGNED:	03/24/2020	

#### **Total Attachments: 5**

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PATENT 505981677 REEL: 052209 FRAME: 0012

First Named Inventor: Joseph C. Roetheli Attorney Docket No.: 3505888.0038

### **ASSIGNMENT AGREEMENT**

This Assignment Agreement (the "Agreement") is entered into by and between Thomas Fredrik Averin, an individual having an address of 3603 SE 10<sup>th</sup> Avenue, Portland, OR 97202, (the "Assignor") and Callahan Creek, Inc., DBA Callahan, a Kansas corporation having a principal place of business at 805 New Hampshire, Lawrence, KS 66044 (the "Assignee").

Assignor, along with co-inventors Joseph C. Roetheli, Judy E. Roetheli and Douglas Delbert Pendley, are the inventors named on United States Non-Provisional Patent Application Serial No. 29/728,746 filed on March 20, 2020 and titled CONTAINER FOR PACKAGING PRODUCT (II) (the "Patent Application"). Assignor is willing to assign all of his rights in the Patent Application (and other rights as more fully set forth below) to Assignee.

Accordingly, in consideration of the promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

## 1. <u>Insertion of Filing Information</u>

Assignor authorizes Assignee or its legal representative to insert into this Agreement the application serial number and filing date of the Patent Application when known.

## 2. <u>Assignment</u>

Assignor hereby assigns, transfers, and conveys to Assignee, the Assignor's entire right, title and interest in and to:

- (a) the invention disclosed or claimed, in whole or in part, in the Patent Application (the "Invention");
- (b) all patents and patent applications that have been or may later be filed that are based on the Invention in any country, including the Patent Application and any provisional, non-provisional, divisional, continuation, continuation-in-part, extension, renewal, re-examination, reissue, substitute, supplementary protection certificate, utility model, or similar legal protection based on the Invention (collectively, the "Patents");
- (c) the right to claim priority to any of the Patents under the patent laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or laws of the country in which the Patents are filed, as may be applicable; and
- (d) all rights of action, powers, and benefits arising from ownership of the Patents, including the right to sue for past, present, and future infringement of the Patents, the right to collect royalties, fees, damages, and payments now or later due or payable with respect to the Patents, the right to seek injunctive relief based on the Patents, and the right to pursue all causes of action and all enforcement rights relating to the Patents, whether known or unknown, currently pending or otherwise.

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First Named Inventor: Joseph C. Roetheli Attorney Docket No.: 3505888.0038

The rights assigned in (a)-(d) above are referred to collectively in this Agreement as the "Assigned Rights." The assignment of the Assigned Rights is effective as of the earliest claimed priority date of any patent or patent application included in the Patents.

Assignor hereby authorizes and requests the Director of the United States Patent and Trademark Office, and any corresponding entity, agency, or official of any other country whose duty it is to issue patents or similar legal protection, to issue the Patents to Assignee such that the Patents will be held by Assignee for its own use and benefit, for the full term for which the Patents are or may be granted.

#### 3. Further Assurances

Upon the reasonable request of Assignee, Assignor will execute such documents and perform such acts as may be necessary to give full effect to the terms of this Agreement. Without limiting the generality of the foregoing, Assignor will execute any and all assignments and other documents that may be needed to record, vest, or perfect Assignee's right, title, and interest in and to the Assigned Rights as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made. Assignor will also execute any and all declarations, oaths, specifications and other documents requested by Assignee in connection with prosecution of the Patents.

## 4. Binding Agreement

The provisions of this Agreement are binding upon, and will inure to the benefit of, the parties hereto and their respective heirs, personal representatives, successors and permitted assigns.

# 5. <u>Counterparts</u>

This Agreement may be executed in counterparts, each of which will be deemed an original and all of which taken together will constitute one and the same document.

[signature pages follow]

First Named Inventor: Joseph C. Roetheli Attorney Docket No.: 3505888.0038

THOMAS TREPRISING AFFILM	
By:	
Date:	
ACKNOW	LEDGMENT
STATE OF	
COUNTY OF)	
State and County aforesaid, personally appeared	, 2020, before me, a Notary Public in and for the d Thomas Fredrik Averin, known to me to be the foregoing instrument, and he acknowledged the
	Notary Public
(SEAL)	
My Commission Expires:	

First Named Inventor: Joseph C. Roetheli Attorney Docket No.: 3505888.0038

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	<u> </u>
CEO/President	
03/18/2020	<u></u>
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nd County aforesaid, personally	, 2020, before me, a Notary Public in and for the appeared, known to me to be the led the foregoing instrument, and he acknowledged the
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	CEO/President  03/18/2020  ACKI  E OF

# Signature Certificate

Document Ref.: EYAN4-SQPIX-MJTDI-9RAVR

Document signed by:



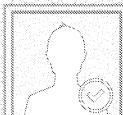
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Document completed by all parties on: 19 Mar 2020 18:36:03 UTC Page 1 of 1



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