

11-26-2002

11-26-02



CORDATION FORM COVER SHEET
TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

102293035

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

JPMorgan Chase Bank
(f/k/a The Chase Manhattan Bank)

- Individual(s)
- General Partnership
- Corporation-State
- Other _____ Delaware
- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Partial Release
- Merger
- Change of Name

Execution Date: 11/20/2002

2. Name and address of receiving party(ies)

Name: Constar International Inc.

Internal
Address: Attention: James Cook

Street Address: One Crown Way

City: Philadelphia State: PA Zip: 19154

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State Delaware
- Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) _____
See Attached Exhibit A

B. Trademark Registration No.(s) _____
See Attached Exhibit A

Additional number(s) attached Yes No

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

Return TO:
LexisNexis Document Solution:
125 Park Avenue
New York, NY 10017
Phone: (212) 355-3479



4031478 - 4

Debtor: JPMorgan Chase Bank, Conveying Party
Juris: Federal Agency, DC

City: New York State: NY Zip: 10005

6. Total number of applications and registrations involved: _____

11

7. Total fee (37 CFR 3.41).....\$ 290⁰⁰

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature

670111 0000061 74427235

11/27/2002
01 FC:8521
02 FC:8522

40.00 OP
250.00 OP
Maureen P. Murphy

Name of Person Signing

Maureen P. Murphy

Signature

11/22/2002

Date

Total number of pages including cover sheet, attachments, and document:

11

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 002623 FRAME: 0041

Exhibit A: Trademarks and Trademark Applications

| Ref. | Country | Mark | App. No. | App. Date | Reg. No. | Reg. Date |
|-------------|----------------|-------------------------|-----------------|------------------|-----------------|------------------|
| A6225 | US | CONSTAR | 74/427235 | 8/23/1993 | 1840582 | 6/21/1994 |
| A6224 | US | CONSTAR and Design | 76/114291 | 8/22/2000 | | |
| A6234 | US | NITROSTAR | 76/395924 | 4/15/2002 | | |
| 6216 | US | OXBAR | 75/769688 | 8/6/1999 | | |
| 6212 | US | STARFLASK | 75/860983 | 11/30/1999 | 2440523 | 11/30/1999 |
| A6217 | US | STARFLEX | 76/423365 | 6/20/2002 | | |
| A6721 | US | STARSHIELD | 75/418545 | 1/15/1998 | 2339116 | 4/4/2000 |
| A6721 | US | STARSHIELD | 75/898673 | 1/19/2000 | 2446117 | 4/24/2001 |
| A6242 | US | STARSHIELD SOLUTIONS | 75/898932 | 1/2/2001 | | |
| A6720 | US | SUPERSTAR | 75/404005 | 12/11/1997 | 2455405 | 5/29/2001 |
| A6720 | US | SUPERSTAR | 75/404006 | 12/11/1997 | 2400496 | 10/31/2000 |

**PARTIAL RELEASE OF
SECURITY INTEREST IN INTELLECTUAL PROPERTY**

WHEREAS, CROWN CORK & SEAL COMPANY, Inc. a Pennsylvania corporation ("CCSC"), CONSTAR INTERNATIONAL, Inc., a Delaware corporation ("Constar"), CROWN CORK & SEAL TECHNOLOGIES CORPORATION, a Delaware corporation ("CCST"), and certain of CCSC's other domestic subsidiaries (CCSC and each such subsidiary are referred to collectively herein as "Grantors"), entered into a U.S. Security Agreement, dated as of March 2, 2001 (the "Security Agreement"), with JPMORGAN CHASE BANK (formerly known as THE CHASE MANHATTAN BANK) ("JPMorgan Chase"), as collateral agent (in such capacity, the "Collateral Agent"), for the secured parties identified in the Credit Agreement (as defined below) (the "Secured Parties");

WHEREAS, the Security Agreement was recorded in the United States Patent and Trademark Office on April 11, 2001, at reel/frame 2270/0769 and reel/frame 11667/0001;

WHEREAS, Grantors granted to the Collateral Agent, under the terms of the Security Agreement, a continuing security interest (the "Security Interest") in favor of the Collateral Agent in and to the intellectual property described in the Security Agreement, including without limitation the Pledged Intellectual Property (as defined below) owned by CCST;

WHEREAS, Grantors and the Collateral Agent entered into the Security Agreement in connection with a Credit Agreement dated as of February 4, 1997, as amended and restated as of March 2, 2001, as further amended and restated as of February 4, 2002, and as further amended and restated as of August 5, 2002 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among CCSC, certain subsidiaries of CCSC, the lenders party thereto (the "Lenders"), and JPMorgan Chase, as administrative agent;

WHEREAS, CCST intends to transfer, through intermediary assignments to Crown Cork & Seal Holdings, Inc. and CCSC, certain Intellectual Property (as defined in the Security Agreement) to Constar, and CCSC intends to sell all of the capital stock of Constar owned by it pursuant to an initial public offering of the shares of common stock of Constar owned by CCSC (the "Constar Spinoff");

WHEREAS, the Collateral Agent, on behalf of itself and the other Secured Parties, has agreed to release any and all right, title, and interest of the Collateral Agent, and each other Secured Party, in and to (i) the trademark registrations and applications set forth on Schedule A hereto, and the goodwill associated therewith, (ii) the patents and patent applications set forth on Schedule B hereto, and (iii) all other Intellectual Property subject to the Security Interest that is transferred to Constar under the Master Assignment and Assumption Agreement, executed in connection with the Constar Spinoff, among Crown, Crown Cork & Seal Holdings, Inc., Crown Cork & Seal Technologies, Inc., and Constar (collectively, the "Pledged Intellectual Property").

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, and intending to be legally bound, the Collateral Agent hereby releases the Security Interest in the Pledged Intellectual Property, hereby waives and relinquishes all its rights, powers, privileges and remedies with respect to Grantors and their respective successors and assigns under the Security Agreement with respect to the Pledged Intellectual Property and hereby releases Grantors and their respective successors and assigns from all covenants, obligations, liabilities and warranties under the Security Agreement with respect to the Pledged Intellectual Property.

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JPMORGAN CHASE BANK, as Collateral
Agent and on behalf of the other Secured Parties

By: 

Name: Charles O. Freese

Title: Managing Director

Date: November 20, 2002.

Exhibit B: Patents and Patent Applications

| REF | TITLE | COUNTRY | STATUS | APP. NO. | APP. DATE | GRANT NO. | GRANT DATE |
|------|---|---------|--------|----------|-----------|-----------|------------|
| 5334 | STARFLASK (375 ml) - DESIGN | U.S.A. | LG | 109034 | 08-Oct-99 | 437229 | 02-Jun-01 |
| 5335 | STARFLASK (330 ml) - DESIGN | U.S.A. | LG | 109035 | 08-Oct-99 | 432424 | 24/10/2000 |
| 5340 | STARFLASK - 1 PINT TULIP (DRWG W-013-P) | U.S.A. | LG | 109038 | 08-Oct-99 | 437230 | 02-Jun-01 |

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|------|---|--------------|----|--------|------------|---------|------------|
| 4001 | SUPERBARRIER (BASIC) | U.S.A. | LP | 13985 | 30/10/2001 | | |
| 4001 | SUPERBARRIER (BASIC) | U.S.A. | LP | 244463 | 02-Apr-99 | | |
| 4001 | SUPERBARRIER (BASIC) | U.S.A. | LG | 844515 | 18/04/1997 | 5955527 | 21/09/1999 |
| 4001 | SUPERBARRIER (BASIC) | U.S.A. | LG | 472841 | 06-Jul-95 | 5639815 | 17/06/1997 |
| 4001 | SUPERBARRIER (BASIC) | U.S.A. [PCT] | LG | 340416 | 07-Jun-88 | 5021515 | 06-Apr-91 |
| 4049 | SUPERBARRIER - PREFORM STORAGE FOR INCREASED LIFETIME | U.S.A. [PCT] | LG | 438441 | 26/01/1989 | 5239016 | 24/08/1993 |
| 4050 | SUPERBARRIER - HEADSPACE-SCAVENGING WALLS | U.S.A. [PCT] | LG | 435404 | 03-Oct-89 | 5049624 | 17/09/1991 |

| Ref | Title | Country | Status | Appln No | Appln Date | Grant No | Grant Date |
|--------|--|---------|--------|-----------|------------|----------|------------|
| A0184 | Liquor Bottle With Hand Grip | U.S.A. | LG | 87042 | 08/19/87 | 4804097 | 02/14/1989 |
| A0196 | Contoured Pad for Application of Liquid Coating to a Container | U.S.A. | LG | 281403 | 12/08/88 | 4962721 | 10/16/1990 |
| A0212 | Preform for 16 oz. Free-Standing Beverage Bottle | U.S.A. | LG | 250101 | 05/26/94 | 5455088 | 10/03/1995 |
| A0228 | Outie Flute - Global Swirl | U.S.A. | LG | 08/599109 | 02/09/96 | 5735421 | 04/07/1998 |
| A0228 | Outie Flute - Global Swirl | U.S.A. | LG | 09/018777 | 02/04/98 | 6149024 | 11/21/2000 |
| A0229 | Heating Lamp Assembly | U.S.A. | LG | 325881 | 10/19/94 | 5549468 | 08/27/1996 |
| A0235 | Dual Injection Preform | U.S.A. | LG | 08/540874 | 10/11/95 | 5894041 | 04/13/1999 |
| A0235A | Multi-Layer Laminated Preform and Method of its Manufacture | U.S.A. | LP | 09/861408 | 05/18/01 | | |

852099.2.01

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|--------|--|--------|-----|-----------|----------|---------|------------|
| A0235A | Multi-Layer Laminated Preform and Method of its Manufacture | U.S.A. | LG | 09/233731 | 01/14/99 | 6254820 | 07/03/2001 |
| A0247 | Process for Making Dual-Chambered Bottle | U.S.A. | LG | 09/313390 | 05/18/99 | 6390324 | 05/21/2002 |
| A0247 | Process for Making Dual-Chambered Bottle | U.S.A. | LP | 10/105534 | 03/25/02 | | |
| A0247 | Process for Making Dual-Chambered Bottle | U.S.A. | LG | 08/835263 | 04/08/97 | 5928681 | 07/27/1999 |
| A0252 | Fluted Cavities | U.S.A. | LG | 543130 | 10/13/95 | 5688570 | 11/18/1997 |
| A0253A | Z-2 Base | U.S.A. | LP | 10/120736 | 04/11/02 | | |
| A0253A | Z-2 Base | U.S.A. | LP | 09/730869 | 12/06/00 | | |
| A0263 | Dual-Chambered Bottle | U.S.A. | LG | 08/808184 | 02/28/97 | 5971197 | 10/26/1999 |
| A0273 | Oxygen Scavenging Shelf Life Indicating Structures | U.S.A. | LG | 09/205430 | 12/04/98 | 6254969 | 07/03/2001 |
| A0275 | PET Base Hole-Detection System | U.S.A. | LG | 09/066517 | 04/24/98 | 5939620 | 08/17/1999 |
| A0275 | PET Base Hole-Detection System | U.S.A. | LPA | 09/257489 | 02/25/99 | 6050134 | 04/18/2000 |
| A0278 | 'Eyebrow'- Shaped Design in Label Panel of Hot-Fill PET Bottle | U.S.A. | LG | 09/572490 | 05/15/00 | 6347717 | 02/19/2002 |
| A0278 | 'Eyebrow'- Shaped Design in Label Panel of Hot-Fill PET Bottle | U.S.A. | LG | 09/071752 | 05/01/98 | 6062409 | 05/16/2000 |
| A0282 | Water Bottle With Web Design in Label Panel | U.S.A. | LG | 08/967130 | 11/12/97 | 5988417 | 11/23/1999 |
| A0306 | Hot-Fill Water Bottle with Drainage "Ramps" Under Label Panel | U.S.A. | LG | 09/073889 | 05/06/98 | 6092688 | 07/25/2000 |
| A0314 | SUPERSTAR Base | U.S.A. | LG | 09/113586 | 07/10/98 | 5988416 | 11/23/1999 |
| A0314A | Footed Container and Base Therefor | U.S.A. | LP | 09/790072 | 02/21/01 | | |
| A0314A | Footed Container and Base Therefor | U.S.A. | LG | 09/444982 | 11/22/99 | 6213325 | 04/10/2001 |
| A0316 | SUPERSTAR Base (Process & Mold) | U.S.A. | LG | 09/139539 | 08/26/98 | 6296471 | 10/01/2001 |
| A0319 | PET Preform Thickness Monitor | U.S.A. | LG | 09/115033 | 07/14/98 | 6130536 | 10/10/2000 |
| A0323 | WIDE MOUTH HOT FILL BOTTLE | U.S.A. | LG | 09/694941 | 10/24/00 | 6398052 | 06/04/2002 |
| A0323 | WIDE MOUTH HOT FILL BOTTLE | U.S.A. | LG | 09/196719 | 11/20/98 | 6164474 | 12/26/2000 |
| A0327 | Preform Gate Cutter | U.S.A. | LG | 09/204100 | 12/01/98 | 6071048 | 06/06/2000 |

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| A0328 | VERTICAL-RIB REINFORCED BOTTLE | U.S.A. | LG | 09/176606 | 10/21/98 | 6095360 | 08/01/2000 |
| A0336 | Blow Pin Seal | U.S.A. | LG | 09/396684 | 09/14/99 | 6273705 | 08/14/2001 |
| A0348 | Asymmetric Volume Absorption (AVA) Technology for Hot Fillable Plastic | U.S.A. | LP | 09/501734 | 02/11/00 | | |
| A0357 | LEAK DETECTION SYSTEM | U.S.A. | LG | 09/498690 | 02/07/00 | 6416308 | 07/09/2002 |
| A0357A | IDENTIFYING AND REJECTING DEFECTIVE BLOW-MOLDED PRODUCTS | U.S.A. | LP | 10/143374 | 05/10/02 | | |
| A0366 | SECONDARY SEAL - PREVENTS LEAKAGE FROM GETTING INTO SYSTEMS | U.S.A. | LPK | 09/492481 | 01/27/00 | | |

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|--------|--|--------|-----|-----------|----------|---------|------------|
| A0366A | IMPROVED MANIFOLD STRUCTURE FOR PRESSURE MOLDING | U.S.A. | LP | awaited | | | |
| A0366A | IMPROVED MANIFOLD STRUCTURE FOR PRESSURE MOLDING | U.S.A. | LP | awaited | | | |
| A0366A | IMPROVED MANIFOLD STRUCTURE FOR PRESSURE MOLDING | U.S.A. | LP | 09/977825 | 10/15/01 | | |
| A0371 | Servo Infeed Starwheel | U.S.A. | LG | 09/518336 | 03/03/00 | 6264457 | 07/24/2001 |
| A0372 | High Pressure Water Trimming Process | U.S.A. | LPK | 09/641170 | 08/17/00 | | |
| A0391 | ONE-PIECE SECONDARY HANDLE FOR PLASTIC BOTTLE | U.S.A. | LPK | 09/713274 | 11/15/00 | | |
| A0394 | HOT-FILLABLE CONTAINER WITH GRIP FOR 64 OZ BOTTLE | U.S.A. | LP | 60/318283 | 09/10/01 | | |
| A0396 | BOTTLE W/INTEGRATED GRIP PORTION-EDIBLE OIL BOTTLE STOCK | U.S.A. | LG | 09/206651 | 12/07/98 | 6161713 | 12/19/2000 |
| A0399 | 16 oz Plastic Bottle Oxbar Beer Non-Vented | U.S.A. | LP | 10/ | 06/25/02 | | |
| A0403 | MULTI-LAYER PREFORM SECTION CUTTER DUAL-BLADE SCROLL SAW | U.S.A. | LP | 10/022141 | 10/30/01 | | |
| A0404 | Hot-Fill Grip Design for Pressure Fillers - Arizona Iced Tea | U.S.A. | LP | awaited | 06/04/02 | | |
| A0409 | BASE FOR PLASTIC | U.S.A. | LP | 09/953772 | 09/17/01 | | |

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|-------|--|--------|----|-----------|----------|--|
| A0412 | CONTAINER Method of Designing a Champagne-Type Base for a Plastic Container | U.S.A. | LP | 09/953737 | 09/17/01 | |
| A0416 | A METHOD TO PREVENT THE DELAMINATION OF MULTILAYER BOTTLES | U.S.A. | LP | 10/ | 07/01/02 | |
| A0427 | A METHOD FOR PRODUCING A HOT-FILL NITROGEN DOSED BASE (NO FEET) | U.S.A. | LP | 10/ | 07/01/02 | |

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|-------|--|--------|-----|-----------|----------|-----------------------|
| A0430 | METHOD FOR EXTENDING EFFECTIVE LIFE OF AN OXYGEN SCAVENGER | U.S.A. | LP | 10/ | 07/01/02 | |
| A0433 | 20OZ SOBE HOT FILL BOTTLE | U.S.A. | LP | AWAITED | | |
| A5719 | Thermofomed PET Base Cup | U.S.A. | LGK | 35155 | 04/06/87 | D310028 04/21/1990 |
| A5720 | Liquor Bottle with Hand Grip | U.S.A. | LG | 87243 | 08/19/87 | 306969 04/03/1990 |
| A5721 | 1-Litre PET Beverage Bottle With Swirl Design | U.S.A. | LG | 105334 | 10/07/87 | 305984 02/13/1990 |
| A5722 | Ornamental Bottle | U.S.A. | LG | 07/249086 | 09/26/88 | D320154 09/24/1991 |
| A5729 | Z-1 Base (Design) | U.S.A. | LG | 29/046822 | 11/01/95 | D419444 01/25/2000 |
| A5734 | Z-2 Base (Design) | U.S.A. | LG | 067517/29 | 02/28/97 | D417392 12/07/1999 |
| A5744 | 1 Litre (PET) Water Bottle - Neck/Finish Portion | U.S.A. | LG | 29/079317 | 11/12/97 | D425424 05/23/2000 |
| A5745 | 1 Litre (PET) Water Bottle - Mid-Portion | U.S.A. | LG | 29/079350 | 11/12/97 | D412441 08/03/1999 |

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|-------|--|--------|----|-----------|----------|-----------------------|
| A5746 | 1 Litre (PET) Water Bottle - Base Portion | U.S.A. | LG | 29/079318 | 11/12/97 | D429151 08/08/2000 |
| A5747 | 1 Litre (PET) Water Bottle | U.S.A. | LG | 29/079342 | 11/12/97 | D414693 10/05/1999 |

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|--------|---|--------|-----|-----------|----------|--------------------------|
| A5748A | 'Eyebrow'-Shaped Design in Label Panel of Hot-Fill PET Bottle | U.S.A. | LG | 29/087421 | 05/01/98 | 427905 07/11/2000 |
| A5750 | SUPERSTAR (Design) | U.S.A. | LG | 29/089120 | 06/08/98 | D418414 01/04/2000 |
| A5752 | 20 oz. Hot-Fill Bottle - Top of Bottle - Double Lines | U.S.A. | LPK | 29/087366 | 05/01/98 | |
| A5755 | 20 oz. Hot-Fill Bottle w/Eyebrow | U.S.A. | LG | 29/087359 | 05/01/98 | D423365 04/25/2000 |
| A5757 | 64 oz. Hot-Fill Bottle | U.S.A. | LG | 29/087365 | 05/01/98 | Des 413519 09/07/1999 |

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|-------|--|--------|-----|-----------|----------|---------|------------|
| A5758 | 1 Gal. Hot-Fill Bottle - Top of Bottle/Double Lines | U.S.A. | LG | 29/087361 | 05/01/98 | D421720 | 03/21/2000 |
| A5760 | Low Profile Base for Plastic Container | U.S.A. | LPK | 29/092764 | 08/26/98 | | |
| A5761 | 64oz Grip Hot Fill Juice Bottle | U.S.A. | LG | 29/118632 | 02/11/00 | D448303 | 09/25/2001 |
| A5762 | Bottle with Integrated Grip Portion | U.S.A. | LG | 29/096834 | 11/20/98 | D431465 | 10/03/2000 |
| A5764 | Bottle With Integrated Grip Portion | U.S.A. | LG | 29/096832 | 11/20/98 | D420587 | 02/15/2000 |
| A5765 | Bottle With Integrated Grip Portion | U.S.A. | LG | 29/097418 | 12/07/98 | D441295 | 05/01/2001 |
| A5766 | Bottle With Integrated Grip Portion | U.S.A. | LG | 29/097417 | 12/07/98 | D456712 | 05/07/2002 |
| A5769 | Diamond Water Bottle | U.S.A. | LG | 29/117349 | 01/24/00 | D448677 | 10/02/2001 |
| A5771 | Rectangular Hot Fill Bottle | U.S.A. | LPK | 29/130048 | 09/27/00 | | |
| A5774 | Container | U.S.A. | LG | 29/118640 | 02/11/00 | D448672 | 10/02/2001 |
| A5775 | 24 OZ SYRUP BOTTLE DESIGN | U.S.A. | LG | 29/123641 | 05/23/00 | D449539 | 10/23/2001 |
| A5777 | Swirl Hot-Fill 64 oz Grip Bottle | U.S.A. | LG | 29/126682 | 07/21/00 | D448304 | 09/25/2001 |
| A5778 | CONTAINER - XVA - EXTRA VACUUM ABSORPTION | U.S.A. | LG | 29/127973 | 08/16/00 | D454790 | 03/26/2002 |
| A5779 | CONTAINER - XVA - EXTRA VACUUM ABSORPTION | U.S.A. | LG | 29/128038 | 08/18/00 | D454073 | 03/05/2002 |
| A5780 | Container -Swirl Hot Fill 64 oz Bottle - Grip Only | U.S.A. | LG | 29/126683 | 07/21/00 | D448302 | 09/25/2001 |
| A5781 | Plastic Bottle with Attached Handle | U.S.A. | LPK | 29/137744 | 02/27/01 | | |
| A5783 | ONE-PIECE SECONDARY HANDLE FOR PLASTIC BOTTLE | U.S.A. | LG | 29/133739 | 12/01/00 | D449993 | 11/06/2001 |
| A5784 | GRIPS FOR PANEL ON 64OZ - GRIP HOT FILL BOTTLE | U.S.A. | LP | 29/148714 | 09/25/01 | | |
| A5786 | 16 oz. Plastic Bottle Oxbar Beer Non-Vented | U.S.A. | LG | 29/144391 | 07/02/01 | D459228 | 06/25/2002 |
| A5792 | HOT-FILL GRIP DESIGN FOR PRESSURE FILLERS "Arizona Iced Tea" | U.S.A. | LP | 29/144367 | 07/02/01 | | |
| A5803 | 44 OZ A1 MARINADE BOTTLE | U.S.A. | LP | 29/153315 | 01/04/02 | | |
| A5805 | CONTAINER BASE | U.S.A. | LP | 29/148228 | 09/17/01 | | |
| A5833 | 20 OZ SOBE SPORTS HOT FILL BOTTLE DESIGN | U.S.A. | LP | AWAITED | | | |
| A5834 | HOT-FILLABLE BOTTLE WITH HAND GRIP | U.S.A. | LP | 29/160460 | 05/10/02 | | |

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|-------|---------------------------------------|--------|----|-----------|----------|
| A5835 | HOT-FILLABLE BOTTLE WITH HAND GRIP | U.S.A. | LP | 29/160461 | 05/10/02 |
|-------|---------------------------------------|--------|----|-----------|----------|

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