

Clarke, Modet & C^o

COLOMBIA

P-3214

SUPERINTENDENCIA DE INDUSTRIA
DIVISION DE NUEVAS CREACIONES

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SUPERINTENDENCIA DE INDUSTRIA Y COMERCIO



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Act. 444 RESPUESTAREQUE Folios: 9

Ref.: Expediente No. 12.013.760

Solicitud de Patente a nombre de
AMCOR LIMITED

Yo, DILIA MARÍA RODRÍGUEZ D'ALEMAN, identificada como aparece al pie de mi firma, domiciliada en la Carrera 11 No. 86-53, piso 6, obrando como apoderada de la sociedad **AMCOR LIMITED**, solicitante de la patente de la referencia, en respuesta al oficio No. 04017 notificado por fijación en lista el día 13 de Marzo de 2012, atentamente me permito presentar:

1. Documentos donde consta la cesión del derecho a la patente otorgada por los inventores a favor de mi mandante.

Sobre los apartes en inglés, es importante resaltar que de conformidad con las normas legales vigentes, artículo 1 de la Resolución 210 de 2001, expedida por el Superintendente de Industria y Comercio y artículo 2 de la Convención de la Haya, el documento en inglés que se pretenda aportar como parte de los trámites de propiedad industrial ante la Superintendencia de Industria y Comercio no requieren traducción. Por otro lado, la legalización consular y/o diplomática de los documentos expedidos en el extranjero no es necesaria. Por lo tanto, los documentos anexos a este memorial son válidamente presentados en idioma inglés y con la correspondiente apostilla.

Espero con esto haber dado cabal cumplimiento a lo solicitado por ese despacho y de conformidad con lo indicado en los artículos 3º, inciso 3, 35 inciso 2 y 59 inciso 2 del CCA, al analizar este memorial, atentamente ruego se traten todas las cuestiones planteadas con motivo del mismo.

Señor Superintendente,

DILIA MARÍA RODRÍGUEZ D'ALEMAN
C.C. 41.654.882 de Bogotá.
T.P. 20824 CSJ

APOSTILLE

(Convention de La Haye du 5 octobre 1961)

1. Country: United States of America

This public document

2. has been signed by P. R. Grant

3. acting in the capacity of Certifying Officer

4. bears the seal/stamp of U.S. Patent and Trademark Office

Certified

5. at Washington, D.C.

6. the first of March, 2012

7. by Assistant Authentication Officer, United States Department of State

8. No. 12019998-1

9. Seal/Stamp:

10. Signature:



William F. Finlan

A 7341530



THE UNITED STATES OF AMERICA

TO ALL TO WHOM THESE PRESENTS SHALL COME:

UNITED STATES DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

February 23, 2012

THIS IS TO CERTIFY THAT ANNEXED IS A TRUE COPY FROM THE
RECORDS OF THIS OFFICE OF A DOCUMENT RECORDED ON
AUGUST 24, 2010.

By Authority of the
Under Secretary of Commerce for Intellectual Property
and Director of the United States Patent and Trademark Office



P. R. GRANT
Certifying Officer

PATENT ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT														
NATURE OF CONVEYANCE:	ASSIGNMENT														
CONVEYING PARTY DATA															
<table border="1"><thead><tr><th>Name</th><th>Execution Date</th></tr></thead><tbody><tr><td>Terry D. Patcheak</td><td>08/05/2010</td></tr><tr><td>David Downing</td><td>08/05/2010</td></tr><tr><td>Frederick C. Beuerle</td><td>08/05/2010</td></tr><tr><td>Walter J. Strasser</td><td>08/05/2010</td></tr><tr><td>Christopher Howe</td><td>08/16/2010</td></tr><tr><td>Luke A. Mast</td><td>08/05/2010</td></tr></tbody></table>	Name	Execution Date	Terry D. Patcheak	08/05/2010	David Downing	08/05/2010	Frederick C. Beuerle	08/05/2010	Walter J. Strasser	08/05/2010	Christopher Howe	08/16/2010	Luke A. Mast	08/05/2010	
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Christopher Howe	08/16/2010														
Luke A. Mast	08/05/2010														
RECEIVING PARTY DATA															
Name:	Amcor Limited														
Street Address:	109 Burwood Road														
City:	Hawthorn, Victoria														
State/Country:	AUSTRALIA														
Postal Code:	3122														
PROPERTY NUMBERS Total: 1															
<table border="1"><thead><tr><th>Property Type</th><th>Number</th></tr></thead><tbody><tr><td>Application Number:</td><td>12847050</td></tr></tbody></table>	Property Type	Number	Application Number:	12847050											
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CORRESPONDENCE DATA															
Fax Number:	(248)641-0270														
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>															
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ATTORNEY DOCKET NUMBER:	8330-000247/US/CPG														
NAME OF SUBMITTER:	Stanley M. Erjavac														

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PATENT
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Total Attachments: 4

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PATENT
REEL: 024877 FRAME: 0146

ASSIGNMENT

WHEREAS, the undersigned, hereinafter referred to collectively as Assignor, has Invented:

HOT-FILL CONTAINER

for which Assignor is about to make or has made United States or International application for patent

- (a) ☐ executed on even date preparatory to filing (each inventor should sign this Assignment on the same day as he/she signs the Declaration);
- (b) ☐ executed on _____, _____, _____; or
- (c) ☒ filed on July 30, 2010, and assigned Serial No. 12/847,050 or PCT International Application No. _____; and

WHEREAS, AMCOR LIMITED (an Australian corporation) having a place of business at 109 Burwood Road, Hawthorn, Victoria 3122, Australia, hereinafter referred to as Assignee, is desirous of acquiring all right, title, and interest therein:

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy whereof is hereby acknowledged, Assignor hereby confirms any prior assignment to Assignee, and to the extent that Assignor has not already done so, agrees to assign, and hereby does, sell, assign and transfer unto Assignee and its successors in interest, the full and exclusive right, title and interest in the United States of America and throughout the world, including the right to claim priority under the laws of the United States, the Paris Convention, and any foreign countries, to the inventions as described in the aforesaid application, to the aforesaid application itself, and all divisions, continuations, continuations-in-part, or other applications claiming priority directly or indirectly from the aforesaid application, and any United States or foreign Letters Patent, utility model, or other similar rights which may be granted thereon, including reissues, reexaminations and extensions thereof, and all copyright rights throughout the world in the aforesaid application and the subject matter disclosed therein, these rights, title and interest to be held and enjoyed by Assignee to the full end of the term for which the Letters Patent, utility model, or other similar rights, are granted and any extensions thereof as fully and entirely as the same would have been held by Assignor had this assignment and sale not been made, and the right to sue for, and recover for past infringements of, or liabilities for, any of the rights relating to any of the applications, patents, utility models, or other similar rights, resulting therefrom, and the copyright rights;

Assignor hereby covenants and agrees to execute all instruments or documents required or requested for the making and prosecution of any applications of any type for patent, utility model, or other similar rights, and for copyright, in the United States and in all foreign countries including, but not limited to, any provisional, continuation, continuation-in-part, divisional, renewal or substitute thereof, and as to letters patent any reissue, re-examination, or extension thereof, and for litigation regarding, or for the purpose of protecting title and to the said invention, the United States application for patent, or Letters Patent therefor, and to testify in support thereof, for the benefit of Assignee without further or other compensation than that above set forth;

Assignor hereby covenants that no assignment, sale, license, agreement or encumbrance has been or will be entered into which would conflict with this Assignment; and

Assignor hereby requests the United States Patent and Trademark Office to issue the Letters Patent of the United States of America to Assignee, and requests that any official of any country or countries foreign to the United States, whose duty it is to issue or grant patents and applications as aforesaid, to issue the Letters Patent, Utility Model Registration or other similar right to Assignee.

The undersigned hereby grant(s) the law firm of Harness, Dickey & Pierce, P.L.C. 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 U.S. Patent and Trademark Office for recordation of this document.

ASSIGNMENT

Terry D. Patcheak
TERRY D. PATCHEAK

State of Michigan)
County of Jackson) ss.

On this 5th day of August, 2010, before me personally appeared the foregoing individual, who executed the foregoing instrument and who acknowledged to me that he/she executed the same of his/her own free will for the purposes therein set forth.

Notary Public, Laurel A. Ray
Acting in the County Of Washtenaw
State Of Michigan
My Commission Expires January 11, 2015

David Downing
DAVID DOWNING

State of Michigan)
County of Jackson) ss.

On this 5th day of August, 2010, before me personally appeared the foregoing individual, who executed the foregoing instrument and who acknowledged to me that he/she executed the same of his/her own free will for the purposes therein set forth.

Notary Public, Laurel A. Ray
Acting in the County Of Washtenaw
State Of Michigan
My Commission Expires January 11, 2015


FREDERICK C. BEUERLE

ASSIGNMENT

State of Michigan)
County of Jackson) ss.

On this 5th day of August, 2010, before me personally appeared the foregoing individual, who executed the foregoing instrument and who acknowledged to me that he/she executed the same of his/her own free will for the purposes therein set forth.

Notary Public, Gail A. Ray
Acting in the County Of Washtenaw
State Of Michigan
My Commission Expires January 15, 2010


WALTER J. STRASSER

State of Michigan)
County of Jackson) ss.

On this 5th day of August, 2010, before me personally appeared the foregoing individual, who executed the foregoing instrument and who acknowledged to me that he/she executed the same of his/her own free will for the purposes therein set forth.

Notary Public, Gail A. Ray
Acting in the County Of Washtenaw
State Of Michigan
My Commission Expires January 11, 2015

ASSIGNMENT

Christopher Howe
CHRISTOPHER HOWE

State of Michigan)
County of Jackson) ss.

On this 16 day of August, 2010, before me personally appeared the foregoing individual, who executed the foregoing instrument and who acknowledged to me that he/she executed the same of his/her own free will for the purposes therein set forth.

Notary Public, Gail A. Ray

Acting in the County Of Washtenaw

State Of Michigan

My Commission Expires January 11, 2015

Luke A. Mast
LUKE A. MAST

State of Michigan)
County of Jackson) ss.

On this 5th day of August, 2010, before me personally appeared the foregoing individual, who executed the foregoing instrument and who acknowledged to me that he/she executed the same of his/her own free will for the purposes therein set forth.

Notary Public, Gail A. Ray

Acting in the County Of Washtenaw

State Of Michigan

My Commission Expires January 11, 2015

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RECORDED: 08/24/2010

PATENT
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