

VIII-4-1	Declaration: inventorship (only for the purposes of the designation of the United States of America) Declaration of Inventorship (Rules 4.17(iv) and 51bis.1(a)(iv)) for the purposes of the designation of the United States of America:	I hereby declare that I believe I am the original inventor or an original joint inventor of a claimed invention in the application. This declaration is directed to international application No. PCT/US2017/064877. I hereby declare that the above-identified international application was made or authorized to be made by me. I hereby acknowledge that any willful false statement made in this declaration is punishable under 18 U.S.C. 1001 by fine or imprisonment of not more than five (5) years, or both.
VIII-4-1-1-1	Name (LAST, First)	BRACE, John
VIII-4-1-1-2	Residence: (city and either US state, if applicable, or country)	Saline, Michigan
VIII-4-1-1-3	Mailing Address:	2950 Robal Court Saline, MI 48176 United States of America
VIII-4-1-1-4	Inventor's Signature: (The signature must be that of the inventor, not that of the agent)	<i>John Brace</i>
VIII-4-1-1-5	Date:	1-9-2018
VIII-4-1-2-1	Name (LAST, First)	AHMAD, Farhan
VIII-4-1-2-2	Residence: (city and either US state, if applicable, or country)	Canton, Michigan
VIII-4-1-2-3	Mailing Address:	2227 Pinacroft Drive Canton, MI 48188 United States of America
VIII-4-1-2-4	Inventor's Signature: (The signature must be that of the inventor, not that of the agent)	<i>Farhan Ahmad</i>
VIII-4-1-2-5	Date:	01/09/2018
VIII-4-1-3-1	Name (LAST, First)	SOHN, Seungman
VIII-4-1-3-2	Residence: (city and either US state, if applicable, or country)	Glenview, Illinois
VIII-4-1-3-3	Mailing Address:	2121 Sunset Ridge Rd. Glenview, IL 60025 United States of America
VIII-4-1-3-4	Inventor's Signature: (The signature must be that of the inventor, not that of the agent)	<i>Seungman Sohn</i>
VIII-4-1-3-5	Date:	Jan 5th 2018



UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

MAY 17, 2019

PTAS

HARNESS, DICKEY & PIERCE, P.L.C.
P.O. BOX 828
BLOOMFIELD HILLS, MI 48303

505478986

UNITED STATES PATENT AND TRADEMARK OFFICE NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT RECORDATION BRANCH OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE ASSIGNMENT RECORDATION BRANCH AT 571-272-3350. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, MAIL STOP: ASSIGNMENT RECORDATION BRANCH, P.O. BOX 1450, ALEXANDRIA, VA 22313.

RECORDATION DATE: 05/16/2019

REEL/FRAME: 049195/0358
NUMBER OF PAGES: 2

BRIEF: NUNC PRO TUNC ASSIGNMENT (SEE DOCUMENT FOR DETAILS).

DOCKET NUMBER: 8330-000667-US-PS1

ASSIGNOR:
AMCOR LIMITED

DOC DATE: 05/15/2019

ASSIGNEE:
AMCOR GROUP GMBH
THURGAUERSTRASSE 34
ZURICH, SWITZERLAND 8050

APPLICATION NUMBER: 62430659

FILING DATE: 12/06/2016

PATENT NUMBER:

ISSUE DATE:

TITLE: CO2 GENERATOR SYSTEM FOR CARBONATED SODA CONTAINERS

ASSIGNMENT RECORDATION BRANCH
PUBLIC RECORDS DIVISION

NUNC PRO TUNC PATENT ASSIGNMENT

WHEREAS, Amcor Limited, an Australian Corporation, with a place of business at 109 Burwood Road, Hawthorn, Victoria 3122, Australia (hereinafter "ASSIGNOR"), is the owner of U.S. Patent Application No. 62/430,659, for "CO2 GENERATOR SYSTEM FOR CARBONATED SODA CONTAINERS;"

WHEREAS, ASSIGNOR desires to assign all right, title and interest in and to U.S. Patent Application No. 62/430,659 to Amcor Group GmbH, a Swiss Corporation, with a place of business at Thurgauerstrasse 34, Zurich 8050, Switzerland (hereinafter "ASSIGNEE"); and

WHEREAS, Assignee is desirous of acquiring the entire right, title and interest in and to U.S. Patent Application No. 62/430,659;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of all of which are hereby acknowledged, ASSIGNOR agrees to assign, and hereby does assign, effective June 30, 2017, all right, title, and interest in and to U.S. Patent Application No. 62/430,659, together with any reissues, reexaminations, and extensions thereof, including the right to sue for and to recover for past infringements thereof, unto said ASSIGNEE, its successors and assigns.

ASSIGNOR represents that at the time of execution of this Patent Assignment, ASSIGNOR is the owner of all right, title, and interest in and to U.S. Patent Application No. 62/430,659, and that ASSIGNOR has not assigned, transferred, licensed or encumbered ASSIGNOR'S rights therein, and that ASSIGNOR will not hereafter assign or attempt to assign any rights therein, or take any other action inconsistent with this Patent Assignment.

ASSIGNOR agrees to execute such further documents and take such acts as reasonably required by ASSIGNEE or ASSIGNEE'S successor(s) to secure and enforce ASSIGNEE'S rights in U.S. Patent Application No. 62/430,659, including but not limited to further assignments.

IN WITNESS WHEREOF, the parties have caused this ASSIGNMENT *NUNC PRO TUNC* to be effective as of June 30, 2017.

AMCOR LIMITED

By: 

Title: Attorney In Fact

Date: 15 May 2019

Witness 1

Signature:



Witness 1

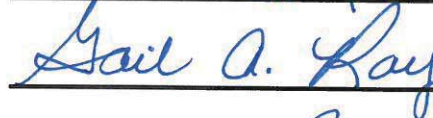
Printed

Name:

Jamie m. Claffey-Tulpa

Witness 2

Signature:



Witness 2

Printed

Name:

Gail A. Ray

Intellectual Property Assignment Agreement

THIS AGREEMENT is made between

- (a) **AMCOR GROUP GMBH**, with its principal place of business at Thurgauerstrasse 34, 8050 Zurich, Switzerland (the "Assignor")
 - and
 - (b) **AMCOR RIGID PLASTICS USA, LLC**, with its registered office at The Corporation Trust Company, 1209 Orange Street, Wilmington DE 19801, United States (the "Assignee"),
- (together, the Assignor and the Assignee are referred to herein as the "Parties").

WHEREAS:

- (i) The Assignor is the owner of certain IP Rights (as further defined below). The Assignee is the current licensee of those IP Rights (pursuant to the 2017 License Agreement, as further defined in clause 5 below).
- (ii) The Assignor wishes to sell, and the Assignee wishes to purchase, the IP Rights.
- (iii) On 21 June 2018, the Parties entered into a certain loan agreement, a copy of which is attached at Annex A, ("**Loan Agreement**") whereby the Assignee loaned to the Assignor ("**Loan**") on the terms set out therein. The Parties wish to use the waiver of the loan as the consideration for the assignment of the IP Rights pursuant to the terms of this Agreement.
- (iv) The Parties have now agreed the following terms relating to the assignment of the IP Rights by the Assignor to the Assignee.

1. ASSIGNMENT OF IP RIGHTS

- 1.1 The Assignor herewith assigns all IP Rights as defined in Annex B, including but not limited to all IP Rights listed in Annex C (as well as any application for IP Rights claiming the benefit of or priority to any of the IP Rights listed in such Annex C, including any continuations, continuations-in-part, divisionals, reissues, re-examination certificates, and the like), with all rights, title, interest, and obligations pertaining thereto and free of any lien, to the Assignee, and the Assignee herewith accepts the assignment.
- 1.2 The parties undertake to execute all documents and do all things that may be necessary to perfect the transfer of ownership in the IP Rights, including making all necessary filings with the relevant authorities in order to record the transfer of ownership on all relevant registers in a timely manner.

2. VALUE OF IP RIGHTS AND CONSIDERATION FOR THE ASSIGNMENT

- 2.1 The purchase consideration to be paid by the Assignee to the Assignor in return for the assignment of the IP Rights (being the full market value of the IP Rights) shall be ("**Consideration**").
- 2.2 The Consideration shall be satisfied in full by the waiver of the Loan which the Parties hereby irrevocably agree to waive with effect from 30 June 2018.

3. REPRESENTATIONS AND WARRANTIES

- 3.1 The Assignor hereby represents and warrants that the information contained in this Agreement is correct and that the Assignor is the sole legal and beneficial owner of the IP Rights, free and clear of any lien or other encumbrance (except as already set out in this Agreement or as otherwise already disclosed to the Assignee).
- 3.2 To the extent permitted by applicable law, there shall be no additional warranty whatsoever with respect to the IP Rights assigned by the Assignor.

4. BENEFITS AND RISKS

The benefit and risk of the assigned IP Rights shall pass to Assignee as of 30 June 2018.

5. OTHER MATTERS

- 5.1 The Parties also previously entered into the following agreements relating to the IP Rights (copies of which are provided at Annexes D and E):
- (a) Intellectual property license agreement dated 30 June 2017 ("**2017 License Agreement**"); and
 - (b) a research and development agreement dated 30 June 2017 ("**2017 R&D Agreement**").
- 5.2 In light of the fact that all of the IP Rights are being transferred by the Assignor to the Assignee pursuant to the terms set out in this Agreement, the Parties agree that with effect from 30 June 2018 each of the 2017 License Agreement and the 2017 R&D Agreement shall be mutually terminated.
- 5.3 The Assignee also acknowledges that certain of the IP Rights are subject to the terms of a license agreement (the "**Plastipak IP License Agreement**") dated 22 October 2007 (a copy of which is provided at Annex F) entered into between La Seda de Barcelona SA (which was subsequently assigned to Plastipak BAWT S.a.r.L.) and Amcor Limited (which was subsequently assigned to the Assignor). With effect from 30 June 2018, the Assignee agrees to be bound by the terms of the Plastipak IP License Agreement as if it were an original party to that agreement in the place of the Assignor.

6. MISCELLANEOUS

- 6.1 No amendment or modifications of this Agreement shall be binding unless in writing and duly executed by authorized representative(s) of both Parties.
- 6.2 No failure to exercise or enforce, or delay in exercising or enforcing, any right or remedy provided by this Agreement or by law will constitute a waiver of that or any other right or remedy, nor will any such failure or delay preclude or restrict any further exercise of that or any other right or remedy.
- 6.3 This Agreement may be executed by the parties in counterparts, each of which is an original and all of which together have the same effect as if each party had signed the same document.

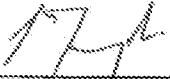
7. APPLICABLE LAW AND COMPETENT COURT

- 7.1 This Agreement is governed by and is to be construed in accordance with the laws of Switzerland.
- 7.2 Each party irrevocably and unconditionally submits to and accepts jurisdiction of the Courts of Switzerland and any Courts which have jurisdiction to hear appeals from any of those Courts and agrees that it will not object to the venue or claim that the relevant proceeding has been brought in an inconvenient forum.

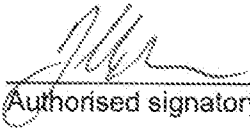
IN WITNESS of which this Agreement has
been duly executed by the Parties.

SIGNED for and on behalf of
AMCOR GROUP GMBH

Executed by Amcor Group GmbH:



Authorised signatory



Authorised signatory *Daniel Clancy*

SIGNED for and on behalf of
AMCOR RIGID PLASTICS USA, LLC

Director

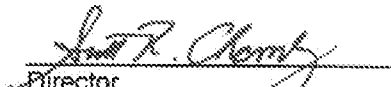
IN WITNESS of which this Agreement has
been duly executed by the Parties.

SIGNED for and on behalf of
AMCOR GROUP GMBH
Executed by Amcor Group GmbH:

Authorised signatory

Authorised signatory

SIGNED for and on behalf of
AMCOR RIGID PLASTICS USA, LLC



Director
SCOTT R. COLANINNO
CFO

PCT

(PCT Rule 92*bis*.1 and
Administrative Instructions, Section 422)

ERJAVAC, Stanley, M.
Harness, Dickey & Pierce, P.L.C.
P.O. Box 828
Bloomfield Hills, Michigan 48303
ÉTATS-UNIS D'AMÉRIQUE

Date of mailing (<i>day/month/year</i>) 19 March 2019 (19.03.2019)	
Applicant's or agent's file reference 8330-667-POA	IMPORTANT NOTIFICATION
International application No. PCT/US2017/064877	International filing date (<i>day/month/year</i>) 06 December 2017 (06.12.2017)

1. The following indications appeared on record concerning:		
☒ the applicant	☐ the inventor	☐ the agent
		☐ the common representative
Name and Address AMCOR GROUP GMBH Thurgauerstrasse 34 8050 Zurich Switzerland	State of Nationality	State of Residence
	CH	CH
	Telephone No.	
	Facsimile No.	
E-mail address		

2. The International Bureau hereby notifies the applicant that the following change has been recorded concerning:			
☒ the person	☐ the name	☐ the address	☐ the nationality ☐ the residence
Name and Address AMCOR RIGID PLASTICS USA, LLC The Corporation Trust Company 1209 Orange Street Wilmington, DE 19801 United States of America		State of Nationality US	State of Residence US
		Telephone No.	
		Facsimile No.	
		E-mail address ☐ Notifications by e-mail authorized	

3. Further observations, if necessary:
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4. A copy of this notification has been sent to:		☐	the International Preliminary Examining Authority
☒	the receiving Office	☒	the designated Offices concerned
☐	the International Searching Authority	☐	the elected Offices concerned
☐	the Authority(ies) specified for supplementary search	☒	other: AMCOR GROUP GMBH

The International Bureau of WIPO 34, chemin des Colombettes 1211 Geneva 20, Switzerland Facsimile No. +41 22 338 89 95	Authorized officer Brosse Monique e-mail pct.team4@wipo.int Telephone No. +41 22 338 74 04
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P-2019/20489

SUPERINTENDENCIA DE INDUSTRIA Y COMERCIO
DIRECCIÓN DE NUEVAS CREACIONES

E. S. D.

Ref.: Expediente No. **NC2019/0005929**

Solicitud de registro de patente de invención a nombre de **AMCOR RIGID PLASTICS USA, LLC**

Yo, CAROLINA DAZA MONTALVO, identificada como aparece al pie de mi firma, domiciliada en la Carrera 11 No. 86-53, piso 3, obrando como apoderada de la solicitante de la patente de invención de la referencia, **AMCOR RIGID PLASTICS USA, LLC**, en respuesta al Oficio No. **4858** del 18 de junio de 2019, atentamente me permito manifestar lo siguiente:

- 1.1. El examinador solicita el documento de cesión de derechos.
- 1.2. Dicho documento fue allegado a esta Superintendencia el 6 de junio de 2019, dentro de la misma documentación de la solicitud de la patente, tal y como consta en los registros del SIPI.
- 1.3. Solicito a este Despacho tener en cuenta que la Solicitud Internacional PCT fue presentada a nombre de la sociedad AMCOR GROUP GMBH, sin embargo, durante el trámite de dicha solicitud se efectuó el cambio a AMCOR RIGIS PLASTIC USA, LLC. Lo anterior se encuentra así mismo debidamente informado desde la presentación de la solicitud a través de la forma IB/306.
- 1.4. De acuerdo a lo anterior, también se allego la cesión de derechos entre estas dos cesiones.
- 1.5. De la misma manera, junto con la solicitud se presentó la Declaración relativa al derecho que tiene la solicitante para pedir y que se le conceda una patente. Lo anterior de acuerdo al numeral II de la regla 4.17 del PCT.
- 1.6. El anterior derecho se deriva de la relación laboral de la solicitante con los inventores.
- 1.7. Teniendo en cuenta el artículo 23 de la Decisión 486: *"Sin perjuicio de lo establecido en la legislación nacional de cada País Miembro, en las invenciones ocurridas bajo relación laboral, el empleador, cualquiera que sea su forma y naturaleza, podrá ceder parte de los beneficios económicos de las invenciones en beneficio de los empleados inventores para estimular la actividad de investigación (...)".*

Adicionalmente, el artículo 539 del Código de Comercio establece lo siguiente: *"Creaciones de trabajadores o mandatarios. Salvo estipulación en contrario, la invención realizada por el trabajador o mandatario contratado para investigar pertenece al patrono o mandante (...)".*

Dicho lo anterior, la documentación necesaria se encuentra dentro del expediente de la referencia desde el momento en el que se radicó la solicitud. Sin embargo, se adjunta nuevamente copia de los documentos mencionados para su pronta referencia.

Habiendo dado cumplimiento al requerimiento de este Despacho, solicito respetuosamente se continúe con el trámite de la referencia.

Atentamente,



CAROLINA DAZA MONTALVO

C.C. 66.783.790 de Palmira Valle

TP-141563 CSJ

notificaciones@clarkemodet.com.co