

11-54827

08-31-1998

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MRD 8.25-98

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

RE!

1. Name(s) of conveying party(ies):

**Ary Alonso FANTINELLI** 

2. Name(s) and Address(es) of receiving party(ies):

A.W. Faber-Castell S.A. (a corporation of Brazil) Rua 1st de Maio, 61 13560-911-São Carlos, SP, Brazil

3. Nature of conveyance: Assignment Execution Date: August 12, 1998

**4A. Patent Application No.(s):** 29/088,099

Application execution date:

4B. Patent No.(s):

5. Name and Address of Party to whom correspondence regarding this document should be mailed:

Beveridge, DeGrandi, Weilacher & Young 1850 M Street N.W. (Suite 800)

Washington, DC 20036

202 659-2811

6. Total number of applications and patents involved : one

7. Total fee: \$40.00.

(Enclosed. Please charge any deficiency or refund any excess to counsel's deposit account.)

8. Deposit account no.: 02-4300

## DO NOT USE THIS SPACE

9. <u>Statement and Signature:</u> To the best of my knowledge and belief, the foregoing information is true and correct, and any attached copy is a true copy of the original document.

Name of Person Signing: Richard G. Young

Signature:

Date: August 25, 1998

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Attorney Docket No. 11-54827

## **ASSIGNMENT**

This assignment agreement is applicable to an invention entitled: A KIT FOR PENCILS OR SIMILAR OBJECTS.

The PATENT RIGHTS referred to in this agreement are:

- a patent application for this invention, executed by the ASSIGNOR(S) concurrently with this agreement.
- U.S. Patent Application Serial No. 29/088,099, filed May 15, 1998.
- □ a U.S. patent application based on PCT International Application No. filed on (U.S. Patent Application Serial No. ).

The PATENT RIGHTS also include all divisions, reissues, continuations and extensions of the patents and patent applications identified above.

The PATENT RIGHTS assigned under this agreement are:

- U.S. patent rights only.
- Worldwide patent rights. In this case, the assignee shall have the right to claim the benefit of the filing date of any U.S. or foreign patent application for this invention.

The ASSIGNOR(S) referred to in this agreement is the inventor whose signature appears on page 3 of this Assignment.

The ASSIGNEE referenced to in this agreement is:

Address:		A.W. Faber-Castell S.A.			
		Rua 1st de Maio, 61			
		13560-911-São Carlos, SP, Brazil			
The ASSIGNEE is:					
□ a	ın individual.				
_					
□ a	partnership.				
⊠ a	a corporation of Brazil (state or country).				
w a	corporation o	of brazil (state of country).			
п (с	other)				

The ASSIGNOR(S), in consideration of \$10.00 paid by the ASSIGNEE, and other good and valuable consideration, receipt of which is acknowledged, hereby assigns the following rights to the ASSIGNEE, its successors and assigns:

the full and exclusive right to the invention;
the entire right, title and interest in and to the PATENT RIGHTS;
the right to sue and recover for any past infringement; and,
the right to claim priority under 35 U.S.C. §119, 35 U.S.C. §120, or any

other applicable provisions, based on any earlier patent applications for this invention.

As to all U.S. patent applications assigned under this agreement, the ASSIGNOR(S) hereby authorizes and requests the Commissioner of Patents and Trademarks to issue all Letters Patent to the ASSIGNEE as the assignee of the entire right, title and interest, for the sole use and enjoyment of said ASSIGNEE, its successors and assigns.

Further, the ASSIGNOR(S) agrees to communicate to said ASSIGNEE, or its representatives, any facts know to the ASSIGNOR(S) respecting said invention, and testify in any legal proceedings, sign all lawful papers, execute all divisional, continuation, substitute, renewal, reexamination and reissue applications, execute all necessary assignment papers to cause any and all Letters Patent to be issued to said ASSIGNEE, make all rightful oaths and generally do everything necessary or desirable to aid said ASSIGNEE, its successors and assigns, to obtain and enforce proper protection for said invention.

The ASSIGNOR(S) authorizes any attorneys and agents who have a power of attorney in this application to check any appropriate boxes and to insert the Serial Number and filing date in this document after it has been executed.

Ary Alonso Fantinelli Name of Sole or First Inventor	Signature Honortan		Line Loi August 12, 199 Date	
	distance control of			
Name of Second Inventor	Signature		Date	_

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