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PATENT

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- ☒ New
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Conveyance Type

- ☒ Assignment
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☐ Security Agreement
☐ Change of Name
☐ Other:

Conveying Party(ies)

1. ORTECH Corporation
- 2.
- 3.
- 4.
- 5.
- 6.

Execution Date(s)

January 8, 1999

☐ Mark if Additional Names of Conveying Parties Attached

Receiving Party

Name Binney & Smith Inc.
Name
Address 1100 Church Lane
Address P.O. Box 431
Address Easton Pennsylvania 18044-0431
City State/Country Zip Code

☐ Mark if Additional Names of Receiving Parties Attached

Correspondent Name and Address

John M. Augustyn
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Attorney Docket No. 187754

Pages Enter the total number of pages of the attached conveyance document including any attachments: 3

Application Number(s) or Patent Number(s)

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Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Patent Application Numbers

Patent Numbers

09/197,283

If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named executing inventor.

Month Day Year

Patent Cooperation Treaty (PCT)

Enter PCT application number *only if* a U.S. Application Number has not been assigned.

PCT

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Number of Properties

Enter the total number of properties involved: 1

Fee Amount

Method of Payment:

- ☒ Enclosed is a check in the amount of \$40.00
☐ Charge Deposit Account No. 12-1216

Authorization to Charge Additional Fees to Deposit Account No. 12-1216: ☒ Yes ☐ No

Fee Amount for Properties Listed (37 CFR 3.41) \$40.00

Statement and Signature

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. Charges to deposit account are authorized, as indicated herein.

John M. Augustyn

Name of Person Signing

Signature

January 18, 1999

Date

PATENT

REEL: 9730 FRAME: 0924

01/27/1999 RTSGATE 0900058 09197283

02 FC:581

ASSIGNMENT

WHEREAS, ORTECH Corporation, of 2395 Speakman Drive, Mississauga, Ontario, Canada L5K 1B3 (hereinafter referred to as Assignor), owns a certain invention entitled:

ERASABLE COLORED PENCIL LEAD

for which invention an application was executed for a United States patent, which was filed on November 20, 1998, under Serial No. 09/197,283, and

WHEREAS, BINNEY & SMITH INC., of 1100 Church Lane, P.O. Box 431, Easton, PA 18044-0431 (hereinafter referred to as Assignee), is desirous of acquiring the entire domestic and foreign right, title, and interest in and under the invention described in the patent application.

NOW, THEREFORE, for good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Assignor assigns and transfers to the Assignee and the Assignee's legal representatives, successors and assigns the full and exclusive rights in and to the invention in the United States and every foreign country and the entire right, title, and interest in and to the patent application and other such applications (e.g., provisional applications, non-provisional applications, continuations, continuations-in-part, divisionals, reissues, renewals, and extensions) that may be filed in the United States and every foreign country on the invention, and the patents or extensions thereof, both foreign and domestic, that may issue thereon, and Assignor does hereby authorize and request the Commissioner of Patents and Trademarks to issue United States patents to the above-mentioned Assignee agreeably with the terms of this assignment document.

ASSIGNOR HEREBY AUTHORIZES the Assignee to insert in this assignment document the filing date and serial number of the application if the date and number are unavailable at the time this document is executed.

UPON SAID CONSIDERATION, Assignor conveys to the Assignee the right to make application in its own behalf for protection of the invention in countries foreign to the United States and to claim under the International Convention and/or other international arrangement for any such application the date of the United States application (or any other application on the invention) to gain priority with respect to other applications.

ASSIGNOR DOES HEREBY COVENANT and agree with the Assignee that Assignor will not execute any writing or do any act whatsoever conflicting with the terms of this assignment document set forth herein, and that Assignor will at any time upon request, without further or additional consideration, but at the expense of the Assignee, execute such additional assignments and other writings and do such additional acts as the Assignee may deem necessary or desirable to perfect the Assignee's enjoyment of this assignment, and render all necessary assistance in making application for and obtaining original, continuation, continuation-in-part, divisional, reissued, renewal, or extended patents of the United States or of any and all foreign

countries on the invention, and in enforcing any rights or choses in action accruing as a result of such applications or patents, and by executing statements and other affidavits, it being understood that the foregoing covenant and agreement shall bind, and inure to the benefit of, the assigns and legal representatives of all parties hereto.

IN WITNESS WHEREOF, Assignor has caused an officer of the corporation to hereunder set his or her hands on the dates shown below.

ORTECH Corporation

Date JANUARY 8, 1999



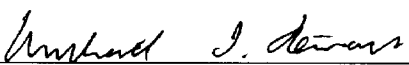
Printed Name BRUCE PORTER

VICE-PRESIDENT
Title

PROVINCE OF ONTARIO)
CANADA) SS:
)

On this 8th day of JANUARY, 1999, before me, a Notary Public in and for said county, appeared BRUCE PORTER, who is personally known to me to be the same person whose name is subscribed to the foregoing assignment document, and acknowledged that he/she signed and delivered the document as his/her free and voluntary act for the uses and purposes therein set forth.

{SEAL}


Notary Public

My Commission Expires: MICHAEL J. STEWART, Notary Public, Province of Ontario, limited to the attestation of instruments and the taking of affidavits, while registered as a Patent and Trade Mark Agent and for work as a Patent and Trade Mark Agent. Expires February 6, 1999.