

A/10581 -40

09/284369

416 Rec'd PCT/PTO 14 APR 1999

Attorney Docket No. : Beiersdorf 551-KGB
05-18-1999 3-Dr. Wi-ar

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Honorable Assistant Commissioner
for Patents
Washington, D.C. 20231
Box Assignment

1. Name of Conveying Party(ies): 2. Name and Address of Receiving Party(ies):

Jörg SCHREIBER
Khiet Hien DIEC
Florian WOLF
Manfred KLIER

Beiersdorf AG
Unnastrasse 48
D-20245 Hamburg
GERMANY

Additional name(s) of conveying
party(ies) attached?

Additional name(s) & addresses
attached?

Yes No

Yes No

3. Nature of Conveyance:

Assignment

Merger

Security Agreement

Change of Name

Other _____

Execution Date: March 1, 1999

4. Application Number(s) or Patent Number(s):

09/284369

If this document is being filed together with a new application, the execution date of the
application is: March 1, 1999

04/19/1999 WCLAYDRB 00000076 103869 09284369
A Patent Application No.(s)

B. Patent No.(s)

02 FC:581

40.00 CH

Additional numbers attached?

Yes

No

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

Kurt G. Briscoe
SPRUNG KRAMER SCHAEFER & BRISCOE
660 White Plains Road
Tarrytown, New York 10591-5144
(914) 332-1700

6. Total number of applications and patents involved: 1

PATENT
REEL: 009946 FRAME: 0401

7. Total Fee (37 CFR 3.41) \$ 40.00

Enclosed

Authorized to be Charged to Deposit Account

8. Deposit Account Number: 19-3869

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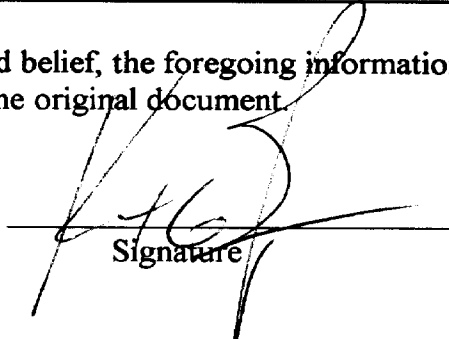
9. Statement and signature.

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.

Kurt G. Briscoe

Name of Person Signing

Reg. No.: 33,141



Signature

April 14, 1999

Date

Total number of pages including cover sheet, attachments, and document: 3

ADDITIONAL FEE

Please charge any insufficiency of fees, or credit any excess, to our Deposit Account No. 19-3869

660 White Plains Road
Tarrytown, New York 10591-5144
(914) 332-1700
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ASSIGNMENT

In consideration of One Dollar (\$1.00) in hand paid and other good and valuable considerations, the receipt of which is hereby acknowledged, the undersigned [hereinafter (collectively) named "Assignor"] hereby assigns and transfers to

Name of Assignee

Beiersdorf AG
Unnastraße 48
20245 Hamburg
Germany

Place of Assignee's Incorporation:

, a German corporation (hereinafter named "Assignee"), its successors, legal representatives and assigns, the entire right, title and interest in and to Assignor's application for Letters Patent of the United States, executed concurrently herewith unless otherwise indicated herein, entitled

Title of Application:

Cosmetic and dermatological sticks with a high water content

and to Assignor's entire right, title and interest in any and all inventions, whether joint or sole, disclosed in said application for Letters Patent, and in any and all divisional or continuation or renewal applications that may be filed for United States Letters Patent for any and all of said inventions, and in and to any and all patents that may be granted on the foregoing applications and any reissue or extension thereof, and in any and all improvements thereon or relating thereto which the Assignor has invented or may hereafter invent.

The Assignor hereby authorizes and requests the Commissioner of Patents to issue any and all of said Letters Patent to said Assignee.

For said consideration, the Assignor hereby agrees upon the request of said Assignee, its successors, legal representatives or assigns, to execute any and all United States divisional, continuation and renewal applications for said invention or improvements, and any and all necessary oaths, supplemental oaths or declarations or supplemental declarations or affidavit relating thereto, and any application for the reissue or extension of any United States Letters Patent that may be granted upon said application that said Assignee, its successors, legal representatives or assigns may deem necessary or expedient.

For the said consideration the Assignor further agrees upon the request of said Assignee, its successors, legal representatives or assigns, in the event of said application or any division thereof, or Letters Patent issued thereon or any reissue or application for the reissue thereof, becoming involved in interference, to cooperate to the best of the ability of the Assignor with said Assignee, its successors, legal representatives or assigns in the matters of preparing and executing the Preliminary Statement and giving and producing evidence in support thereof, the Assignor hereby agreeing to perform upon such request, any and all affirmative acts necessary to obtain said Letters Patent and vest all rights therein hereby conveyed in said Assignee, its successors, legal representatives or assigns as fully and entirely as the same would have been held and enjoyed by the Assignor if this assignment and sale had not been made.

Assignor hereby binds himself, his heirs, legal representatives, administrators, and assigns properly to execute without further consideration, any and all applications, petitions, oaths, assignments or other papers and instruments which may be necessary in order to carry into full force and effect the sale, assignment and transfer hereby made, or intended or agreed to be made.

Note: This paragraph to be crossed out if not applicable

And for said considerations, the Assignor hereby assigns to said Assignee, its successors, legal representatives and assigns, the entire right, title and interest in said invention or improvement for any and all foreign countries and agrees upon the request of said Assignee, its successors, legal representatives or assigns to execute any and all documents that shall be required of the Assignor to be executed in connection with any and all applications for foreign Letters Patent therefor, including the prosecution thereof, and to execute any and all documents necessary to invest title in said foreign applications and patents in said Assignee, its successors, legal representatives or assigns.

Witness, the hand and seal of the Assignor this 1st day of March, 1999.

Dr. Jörg Schreiber (L.S.)
Dr. Jörg Schreiber

Khiet Hien Diec (L.S.)
Khiet Hien Diec

Dr. Florian Wolf (L.S.)
Dr. Florian Wolf

Dr. Manfred Klier (L.S.)
Dr. Manfred Klier