

05-27-1999

o.: OB-159

MRD  
5-21-99

101048207

Box Assignments  
Assistant Commissioner For Patents  
Washington, D.C. 20231

Please record the attached original document.

1. Name of conveying party (ies):

Donna Beals  
840 Talisman Drive  
Sunnyville, Ca. 94087 U.S.A.Michael Roberts  
453 Commercial Street  
Braintree, Ma. 02184 U.S.A.Bradley Castillo  
2409 Talavera Drive  
San Ramon, Ca. 94583 U.S.A.

2. Name/Address of receiving party(ies):

GILLETTE CANADA INC.  
(a Canadian Corporation)  
16700 Trans Canada  
Kirkland, Quebec H9H 4Y8  
Canada

3. Nature of conveyance:

☒ Assignment☐ Merger☐ Security Agreement☐ Change of Name☒ Other: Employment Agreement October 10, 1992

Execution Date: April 21, 1999, April 27, 1999, April 28, 1999

4. Application number(s) or patent number(s):

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

A. Patent Application No.(s):  
29/099,627

B. Patent No.(s):

5. Name and address of party to whom  
corresponding concerning document  
should be mailed:David Howley Esq.  
THE GILLETTE COMPANY  
Prudential Tower Building  
39th Floor  
Boston, Massachusetts 02199  
617-421-79396. Total number of applications/patents  
involved: 1.7. Total fee (37 CFR 3.41): **\$40.00**☐ Enclosed☒ Authorized to charge Deposit Account.

8. Deposit Account No. 07-1350.

If the fee above is being charged to Deposit  
Account, a duplicate copy of this cover sheet  
is attached. Please apply any additional charges  
or any credits, to our Deposit Account Number  
07-1350.

05/26/1999 JSHARAZZ 00000170 071350 29099627

01 FC:581 40.00 CH

9. Statement and signature:

To the best of my knowledge and belief, the foregoing information is true and correct and the attached is the original  
document.

David Howley (Reg. No. 34,624)

Name of Person

Signature

May 10, 1999

Date

Total number of pages including cover sheet, attachments, and document 6

ASSIGNMENT

In consideration of the salary you receive or have received from Oral-B Laboratories and/or other good and valuable consideration, the receipt of which is hereby acknowledged,

Donna Beals ("Assignor")  
840 Talisman Drive (Address)  
Sunnyville, CA 94087  
Citizenship: U.S.A.

Michael Roberts ("Assignor")  
453 Commercial Street (Address)  
Braintree, MA 02184  
Citizenship: Irish

Bradley Castillo ("Assignor")  
2409 Talavera Drive (Address)  
San Ramon, CA 94583  
Citizenship: U.S.A.

Edgardo Gotangco Zapanta ("Assignor")  
3203 Shelter Creek Lane (Address)  
San Bruno, CA 94066  
Citizenship: U.S.A.

hereby sell, assign and transfer to

GILLETTE CANADA INC. ("Assignee")  
(a Canadian Corporation)  
16700 Trans Canada  
Kirkland, Quebec H9H 4Y8  
Canada

its successors and assigns, the entire undivided right, title and interest for the United States of America and all other countries in and to the invention(s) described in a United States Design Patent Application 29/099,627 filed on 01/25/99 (Docket no. OB-159) entitled DESIGN FOR SET OF BRISTLES FOR A TOOTHBRUSH, this assignment including said application and any continuation, division, substitute, national, international, or regional application in any country which is derived or claims priority therefrom, and any patents or design registrations granted in the United States and all other countries thereon, and authorize Assignee to file patent applications and design registrations on said invention(s) worldwide in its own name and to claim priority from the aforementioned United States Patent Application under any applicable treaty or convention.

Each Assignor hereby covenants that no assignment, sale, agreement, or encumbrance has been or will be made or entered into which would conflict with this assignment and sale. Each Assignor further covenants to provide Assignee, upon request, with all pertinent facts and documents relating to said invention(s), applications,

patents and design registrations as may be known and accessible to each Assignor and to promptly execute and deliver to Assignee or its legal representative any and all papers, instruments or affidavits required to file patent applications or design registrations on said invention(s) worldwide, to obtain, maintain and enforce said applications, patents or design registrations, and to transfer legal ownership of said applications, patents or design registrations to Assignee.

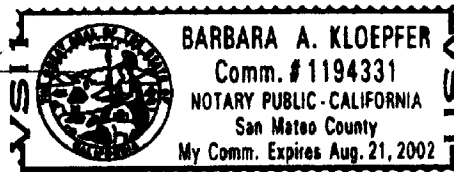
Assignor

Donna Beals

[Signature]  
Belmont, San Mateo Co. USA  
city/county, state/country

On this 28<sup>th</sup> of April, 1999, personally appeared before me Donna Beals who executed this instrument of assignment as her free act and deed

[Signature]  
Notary Public



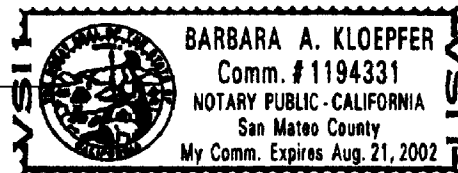
Assignor

Michael Roberts

[Signature]  
Belmont, San Mateo Co. USA  
city/county, state/country

On this 27<sup>th</sup> of April, 1999, personally appeared before me Michael Roberts who executed this instrument of assignment as his free act and deed

[Signature]  
Notary Public



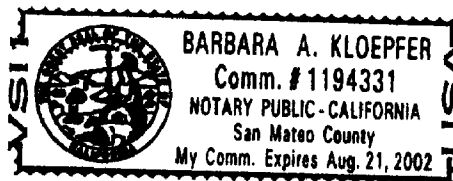
Assignor

Bradley Castillo

[Signature]  
Belmont, San Mateo, Calif, USA  
city/county, state/country

On this 21<sup>st</sup> of April, 1999, personally appeared before me Bradley Castillo who executed this instrument of assignment as his free act and deed

[Signature]  
Notary Public



Assignor

Edgardo Gotangco Zapanta

On this \_\_\_\_ of \_\_\_\_\_, 1999, personally appeared  
before me Edgardo Gotangco Zapanta who executed this  
instrument of assignment as his free act and deed

\_\_\_\_\_  
city/county, state/country

\_\_\_\_\_  
Notary Public

Accepted by Assignee

GILLETTE CANADA INC.

By: 

Jill C. Richardson

On this 7 day of May, 1999,  
personally appeared before me Jill C.  
Richardson, Assistant Secretary known to me to be  
Assistant Secretary of Gillette Canada Inc., with full  
authority to accept assignments on its behalf, who  
executed this instrument of assignment as the free  
act and deed of Gillette Canada Inc.

Boston, Suffolk County,  
Massachusetts

  
\_\_\_\_\_  
Notary Public

MY COMMISSION EXPIRES  
NOVEMBER 20, 2003

**AGREEMENT**

IN CONSIDERATION of, and as a condition to, my employment at will for a salary or a wage by ORAL-B LABORATORIES, a subsidiary of THE GILLETTE COMPANY (hereinafter referred to as "Gillette"), and in further consideration of the sum of One Dollar (\$1.00), receipt of which is hereby acknowledged:

I, Edgardo b. zapanta of 225 Coronado Ave #207  
(Employee's Name) (Address)  
Daly City, Ca 94015

do hereby covenant and agree as follows:

**BEST EFFORTS**

1. I will faithfully and diligently perform all duties of my employment and will faithfully and diligently devote my time, skill, energy and ability to the promotion of the business and interests of Gillette and its subsidiaries.

**EMPLOYMENT AT WILL**

2. I agree to conform to the rules and regulations of Oral-B Laboratories and The Gillette Company, and my employment and compensation can be terminated, with or without cause, and with or without notice, at any time, at the option of either the Company or myself. I understand that no manager or representative of Oral-B Laboratories or The Gillette Company, other than the president or executive vice-president of The Gillette Company, has any authority to enter into any agreement for employment for any specified period of time, or to make any agreement contrary to the foregoing.

**TRADE SECRETS OF GILLETTE**

3. I will not, at any time either during or subsequent to my employment by Gillette, disclose to anyone outside of Gillette, nor use in other than Gillette's business, any confidential information, knowledge or material relating to the business of Gillette or any subsidiary thereof, except with the express written permission of Gillette.

**TRADE SECRETS OF OTHERS**

4. I will not disclose to Gillette, nor induce Gillette to use, any confidential information, knowledge or material belonging to others.

**ASSIGNMENT OF INVENTIONS AND IDEAS**

5. I hereby sell, assign and transfer to Gillette my entire interest in any invention or idea, patentable or not, hereafter made or conceived solely or jointly by me during (1) my period of employment with Gillette, whether or not during business hours and whether or not on the premises of Gillette, or (2) within a period of one year thereafter, if based upon confidential information, knowledge or material relating to the business of Gillette or any subsidiary thereof:

a) which relates particularly to or grows out of my work for Gillette; or

b) which relates to any actual or anticipated business of Gillette or any subsidiary thereof: except any invention or idea which I cannot assign to Gillette because of a prior invention agreement with none which is effective until none. (Give name and date or write "none.")

PATENT

REEL: 009970 FRAME: 0347

6. I understand that Gillette has no interest in a invention or idea which is conceived during non-business hours, and not on the premises of Gillette, and without use of Gillette equipment, facilities, supplies or confidential information, and which does not result from or grow out of my work for Gillette, and does not relate to areas of business or research interest of Gillette. Inasmuch as the areas of interest of Gillette are undergoing continual change, I agree to obtain a release from Gillette prior to use of any such invention or idea for personal gain.

#### ASSISTANCE IN OBTAINING PATENT AND OTHER PROPERTY RIGHTS

7. In connection with any idea or invention covered by paragraph 5, I will promptly disclose such idea or invention to Gillette, will execute and deliver all required instruments (including a specific assignment of title to Gillette) and will do anything else reasonably necessary to enable Gillette, at its own expense, to secure patent and other property rights in the United States and in foreign countries.

#### PRIOR INVENTIONS AND IDEAS

8. I represent that I have listed below all inventions or ideas, not covered by paragraph 5, in which I have any right, title or interest and which were previously conceived either wholly or in part by me, but have neither been published nor patented nor other property rights applied for thereon.

(It is in your interest to establish that such inventions or ideas were made before your employment by Gillette. You should not disclose such inventions or ideas in detail, but only identify them by the titles and dates of documents describing them.)

#### SEVERABILITY

9. If, for any reason, any provision, clause or term of this agreement shall be found to be unenforceable, the remainder of the agreement shall be enforceable to the fullest extent permitted by law.

#### CONSTITUTES ENTIRE AGREEMENT

10. I acknowledge receipt of a copy of this agreement and agree that, with respect to the subject matter hereof, it constitutes my entire agreement with Gillette, superseding from the date hereof any previous oral or written representations or understandings with Gillette, or with any official or representative thereof.

Signed:	<u>Edward B. Zapanta</u>	Date:	<u>Oct 10</u>
Witness:	<u>John Mason</u>	Date:	<u>10-12-92</u>
		Date:	

#### PERSONS SIGNING AS WITNESSES MUST BE PRESENT WHEN EMPLOYEE SIGNS THIS FORM

Prior Inventions: