

11-23-1999

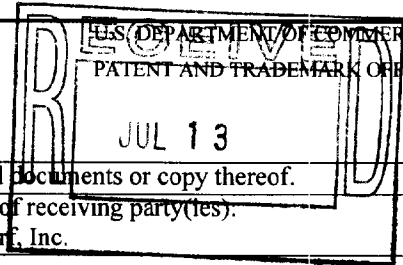
HEET

U.S. DEPARTMENT OF COMMERCE  
PATENT AND TRADEMARK OFFICE

RE  
7-13-99



101172213



To the Honorable Commissioner of Patents and Trademarks, and original documents or copy thereof.

1. Name of conveying party(ies):  
Edward M. Domanski, Sherry Hinds, Richard Taylor

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):  
Name: Beiersdorf, Inc.

Internal Address: \_\_\_\_\_

3. Nature of conveyance:  
Assignment Merger  
Security Agreement Change of Name  
 Other **Corrected Assignment to Correct the Assignee & to add the full name of the Conveying parties.**

Execution Date: July 8, 1999

Street Address 5801 Mariemont Avenue

City: Cincinnati State: OH ZIP: 45227

Additional name(s) & address(es) attached? Yes  No

4. Application number(s) or patent number(s):  
If this document is being filed together with a new application, the execution date of the application is: \_\_\_\_\_

A Patent Application No.(s) 08/882,987

B. Patent No.(s) \_\_\_\_\_

Additional numbers attached? Yes  No

5. Name and address of party to whom correspondence Concerning document should be mailed:  
Name: Ann G. Robinson, Esq.

Internal Address: FROST & JACOBS LLP

Street Address: 2500 PNC CENTER  
201 East Fifth Street

City: Cincinnati State: OH ZIP: 45202

6. Total number of applicants and patents involved: 1

7. Total fee (37 CFR 3.41)... \$ 40.00  
Enclosed  
Authorized to be charged to deposit account

8. Deposit Account Number 06-2226

(Attach duplicate copy of this page if paying by deposit count)

DO NOT USE THIS SPACE

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.*

Ann G. Robinson, Esq. Reg. 39,820  
Name of Person Signing, Registration Number

[Signature] Signature 7/10/99 Date

07/14/1999 MTHA11 00000335 08882987  
01 FC:581 40.00 OP

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

## ASSIGNMENT

WHEREAS, WE, Edward M. Domanski, a citizen of the United States, residing at 495H Mapleleaf Drive, County of Clermont, and State of Ohio; Sherry A. Hinds, a citizen of the United States, residing at 1760 Liberty Woods Drive, County of Clermont, and State of Ohio; and Richard G. Taylor, a citizen of the United States, residing at 776 Deer Valley Drive, County of Clermont, and State of Ohio (hereinafter referred to as "ASSIGNORS"), have invented an ADJUSTABLE CERVICAL COLLAR, for which we have executed an application for Letters Patent of the United States, of even date herewith, and

WHEREAS, Beiersdorf, Inc., a corporation duly organized and existing under the laws of the State of Ohio, (hereinafter referred to as "ASSIGNEE"), is desirous of acquiring the entire interest therein:

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) to us in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, WE, the said ASSIGNORS, hereby sell, assign, and transfer and set over, unto the said ASSIGNEE, its successors, legal representatives and assigns, the entire right, title and interest in, to and under the said invention, and the said United States application and all divisions, renewals, and continuations thereof, and all Patents of the United States which may be granted thereon and all reissues, reexaminations and extensions thereof; and all applications for industrial property protection, including, without limitation, all applications for patents, utility models, and designs which may hereafter be filed for said invention in any country or countries foreign to the United States, together with the right to file such applications and the right to claim for the same the priority rights derived from said United States application under the Patent Laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all forms of industrial property protection, including, without limitation, patents, utility models and designs which may be granted for said invention in any country or countries foreign to the United States and all extensions, renewals, reexaminations and reissues thereof;

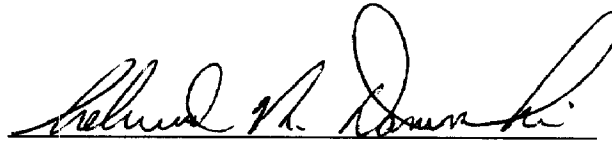
ASSIGNORS HEREBY authorize and request the Commissioner of Patents and Trademarks of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to the said ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

ASSIGNORS HEREBY grant the firm of Frost & Jacobs LLP the power to insert in this Assignment any further identification or information which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

ASSIGNORS HEREBY covenant and agree that they have full right to convey the entire interest herein assigned, and that they have not executed, and will not execute, any agreement in conflict herewith.

ASSIGNORS HEREBY further covenant and agree that they will communicate to the


said ASSIGNEE, its successors, legal representatives and assigns, any facts known to them respecting said invention, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing, reissue, reexamination and foreign applications, make all rightful oaths, and generally do everything possible to aid the said ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper protection for said invention in all countries.

  
Edward M. Domanski

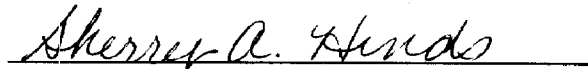
STATE OF Ohio )  
 ) SS:  
COUNTY OF Hamilton )

Sworn to and subscribed before me this 22 day of March, 1999.

**BILLIE KILLENS**  
Notary Public, State of Ohio  
My Commission Expires Feb. 23, 2004



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

  
Sherry A. Hinds

STATE OF Ohio )  
 ) SS:  
COUNTY OF Hamilton )

Sworn to and subscribed before me this 22 day of March, 1999.

  
**BILLIE KILLENS**  
Notary Public, State of Ohio  
My Commission Expires Feb. 23, 2004

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

Richard G. Taylor  
Richard G. Taylor

STATE OF Ohio )  
 ) SS:  
COUNTY OF Hamilton )

Sworn to and subscribed before me this 19 day of March, 1999.

[Signature]  
Notary Public

0425428.01

**BILLIE KILLENS**  
Notary Public, State of Ohio  
My Commission Expires Feb. 23, 2004

## **ASSIGNMENT**

WHEREAS, WE, Edward M. Domanski, a citizen of the United States, residing at 495H Mapleleaf Drive, County of Clermont, and State of Ohio; Sherry A. Hinds, a citizen of the United States, residing at 1760 Liberty Woods Drive, County of Clermont, and State of Ohio; and Richard G. Taylor, a citizen of the United States, residing at 776 Deer Valley Drive, County of Clermont, and State of Ohio (hereinafter referred to as "ASSIGNORS"), have invented an ADJUSTABLE CERVICAL COLLAR, for which we have executed an application for Letters Patent of the United States, of even date herewith, and

WHEREAS, Futuro Inc., a corporation duly organized and existing under the laws of the State of Ohio, (hereinafter referred to as "ASSIGNEE"), is desirous of acquiring the entire interest therein:

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) to us in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, WE, the said ASSIGNORS, hereby sell, assign, and transfer and set over, unto the said ASSIGNEE, its successors, legal representatives and assigns, the entire right, title and interest in, to and under the said invention, and the said United States application and all divisions, renewals, and continuations thereof, and all Patents of the United States which may be granted thereon and all reissues, reexaminations and extensions thereof; and all applications for industrial property protection, including, without limitation, all applications for patents, utility models, and designs which may hereafter be filed for said invention in any country or countries foreign to the United States, together with the right to file such applications and the right to claim for the same the priority rights derived from said United States application under the Patent Laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all forms of industrial property protection, including, without limitation, patents, utility models and designs which may be granted for said invention in any country or countries foreign to the United States and all extensions, renewals, reexaminations and reissues thereof;

ASSIGNORS HEREBY authorize and request the Commissioner of Patents and Trademarks of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to the said ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

ASSIGNORS HEREBY grant the firm of Frost & Jacobs LLP the power to insert in this Assignment any further identification or information which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

ASSIGNORS HEREBY covenant and agree that they have full right to convey the entire interest herein assigned, and that they have not executed, and will not execute, any agreement in conflict herewith.

ASSIGNORS HEREBY further covenant and agree that they will communicate to the

said ASSIGNEE, its successors, legal representatives and assigns, any facts known to them respecting said invention, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing, reissue, reexamination and foreign applications, make all rightful oaths, and generally do everything possible to aid the said ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper protection for said invention in all countries.

Edward M. Domanski  
Edward M. Domanski

STATE OF OHIO )  
 ) SS:  
COUNTY OF HAMILTON )

Sworn to and subscribed before me this 19 day of February, 1999.

Joyce L. Greer  
Notary Public  
**JOYCE L. GREER**  
Notary Public, State of Ohio  
My Commission Expires June 7, 2003

Sherry A. Hinds  
Sherry A. Hinds

STATE OF OHIO )  
 ) SS:  
COUNTY OF HAMILTON )

Sworn to and subscribed before me this 19 day of February, 1999.

Joyce L. Greer  
Notary Public  
**JOYCE L. GREER**  
Notary Public, State of Ohio  
My Commission Expires June 7, 2003

Richard G. Taylor  
Richard G. Taylor

STATE OF OHIO )  
COUNTY OF HAMILTON ) SS:  
 )

Sworn to and subscribed before me this 19 day of February, 1999.

Joyce L. Greer  
Notary Public

**JOYCE L. GREER**  
Notary Public, State of Ohio  
My Commission Expires June 7, 2003

0425428.01