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COVER SHEET

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

ONLY

Map  
01-2-00

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

1. Name of conveying party(ies).

David BENDERLY

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

2. Name and address of receiving party(ies)

PHOTOSCRIBE, INC.

Address:

35 West 45th Street  
New York, New York 10036

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

3. Nature of conveyance:

- Assignment  Merger
- Security Agreement  Change of Name
- Other \_\_\_\_\_

Execution Dates: December 20, 1999

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

A. Patent Application No.(s)

Additional numbers attached?  Yes  No

If this document is being filed together with a new application, the execution date of the application is: December 20, 1999.

B. Patent No.(s)

Additional numbers attached?  Yes  No

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

Name: Alan Israel

Address: KIRSCHSTEIN, et al.

489 Fifth Avenue

New York, New York 10017

6. Total number of applications and patents involved: ①

09481667

7. Total Fee (37 C.F.R. 3.41).....\$40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

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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.*

Alan Israel  
Name of Person Signing

[Signature]  
Signature

January 12, 2000  
Date

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

4503 U.S. PTO  
09/481667  
01/12/00

40.00 EP  
01/FEB/2000 ASELL/NN 0000027 09481667

PATENT

## ASSIGNMENT

**WHEREAS, DAVID BENDERLY**, a citizen of the United States, residing at 575 Main Street, New York, New York, 10044, hereinafter called "ASSIGNOR", represents that he is the inventor of an invention in certain new and useful improvements in

### DECORATIVE ARTICLE WITH ENGRAVED HIGH CONTRAST IMAGE

for which he has executed this 20<sup>th</sup> day of December 1999 an application for Letters Patent of the United States of America, and which said application is the only application for patent executed by him on this day; and


**WHEREAS, PHOTOSCRIBE, INC.**, a corporation organized and existing under the laws of the State of New York and having an office for the transaction of business at 35 West 45<sup>th</sup> Street, New York, New York, 10036, hereinafter called "ASSIGNEE", desires to acquire the entire right, title and interest in and to said application, and in and to said invention described and claimed in said application, and in and to any Letters Patent which may be obtained upon said application or for said invention therein contained.

**NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN**, be it known that for and in consideration of the sum of Two (\$2.00) Dollars to him in hand paid, and of other good and valuable consideration, the receipt of all of which is hereby acknowledged, the ASSIGNOR has sold, assigned and transferred, and does hereby sell, assign and transfer unto the ASSIGNEE, its successors and assigns, the entire right, title and interest in and to said application and any continuations thereof, and in and to said invention contained in said application and any continuations thereof, and in and to any Letters Patent which may be obtained thereon or therefor in the United States of America and all foreign countries, and in and to any reissues or extensions of any Letters Patent which may be granted for said invention, the same to be held and enjoyed by the ASSIGNEE for its own use and benefit, and for the use and benefit of its successors and assigns, to the full end of the term for which said Letters Patent or any reissues or extensions thereof may be granted, as fully and as entirely as the same might be held by the ASSIGNOR had this sale not been made,

and the ASSIGNOR hereby represents and warrants that he has not executed and will not execute any instrument inconsistent with the rights granted herein, and he hereby binds himself and his heirs, executors, administrators and legal representatives to execute any and all papers and instruments and to do any and all acts which may be necessary or required by the ASSIGNEE, in order to carry into full force and effect this sale, assignment and transfer, and the ASSIGNOR further represents and warrants that he hereby binds himself and his heirs, executors, administrators and legal representatives to communicate at any time, upon request to the ASSIGNEE, its successors and assigns any facts relating to the invention and the history thereof known to him or to his heirs, executors, administrators and legal representatives, and that he will testify as to the same in any interference to obtain or any other litigation to enforce the patent or patents which may be granted for said invention when requested to do so by the ASSIGNEE, its successors or assigns.

The ASSIGNOR hereby authorizes and requests the COMMISSIONER OF PATENTS AND TRADEMARKS to issue Letters Patent which may be granted for said invention to the ASSIGNEE as the assignee of the entire right, title and interest therein.

**IN WITNESS WHEREOF**, the ASSIGNOR has hereunto set his hand and affixed his signature.

  
\_\_\_\_\_  
David BENDERLY

Dated: December 20, 1999