

02-23-2000

PATENTS ONLY

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## TO THE COMMISSIONER OF PAT



MM 1.24.00

Please record the attached original of

101272655

1. Name of Party(ies) conveying an interest:

Richard Jahnke

2101 JAN 24 AM 11:38

OPR/FINANCE

2. Name and Address of Party(ies) receiving an interest:

Name: Wesley Jessen Corporation

Internal Address:

Street Address: 333 East Howard

City: Des Plaines

State/Zip: Illinois 60018-5903

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

☐ Yes ☒ No

Additional name(s) and addresses attached?

☐ Yes ☒ No

3. Description of the interest conveyed:

☐ Assignment☐ Change of Name☐ Security Agreement☐ Merger

Execution Date: February 27, 1971

Other: Employee's Confidentiality and Invention Agreement, accompanied by Declaration for Patent Application signed on Wesley Jessen's behalf and Declaration In Support of Request for Reconsideration of Petition signed by Paul J. Soye

4. Application number(s) or patent number(s). Additional sheet attached? ☐ Yes ☒ No

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

Date

A. Patent Application No.(s)

B. Patent No.(s)

Des. 416,923

Additional numbers attached? ☐ Yes ☐ No

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

BRINKS HOFER GILSON &amp; LIONE

P.O. BOX 10395

CHICAGO, IL 60610

(312)321-4200

6. Number of applications and patents involved: 1

7. Total fee (37 CFR 3.41)

\$ 40.00

☒ Enclosed☐ Authorized to be charged to Deposit Account No. 23-19258. ☒ Please charge any deficiencies in fee or credit any overpayment to Deposit Account No. 23-1925.

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.

F. David AuBuchon

Name of Person Signing

Signature

January 20, 2000

Date

Total number of pages including cover sheet, attachments, and document: 5

Rev. Dec.-99

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REEL: 010557 FRAME: 0097

# WESLEY-JESSEN CORPORATION

## EMPLOYEE'S CONFIDENTIALITY AND INVENTION AGREEMENT

This agreement made and entered into this 27<sup>th</sup> day of February, 19 91, by and between WESLEY-JESSEN CORPORATION, a New Jersey corporation, its successors and assigns and any of their divisions (hereinafter called "COMPANY") and Richard Zahnke (hereinafter called "EMPLOYEE"), and the heirs, executors, administrators and assigns of EMPLOYEE.

In consideration of the employment or continued employment of EMPLOYEE by COMPANY and of salary, wages, bonuses, or other compensation to be paid by COMPANY to EMPLOYEE, it is hereby agreed as follows:

As used in this agreement, the following definitions apply:

### Confidential Information

Invention means any discovery, improvement, process, product, or device, conceived, discovered or made by EMPLOYEE during the term of employment, or after the term of employment, based on Confidential Information, either solely or jointly with others, whether patentable or not, which is related to the actual or anticipated business or activities of COMPANY, or related to its actual or anticipated research development, or suggested by or resulting from any tasks assigned to EMPLOYEE or work performed by EMPLOYEE for or on behalf of COMPANY, or with the use of COMPANY's facilities, materials or personnel.

#### 1. Disclosure of Confidential Information

#### 2. Ownership of Inventions

The following shall be the property of COMPANY exclusively:

- (a) Any invention conceived, discovered or made by EMPLOYEE;
- (b) Any patent, patent application or record relating to any invention.

#### 3. Disclosure of Inventions

EMPLOYEE shall promptly disclose to COMPANY and keep adequate records on any invention of EMPLOYEE.

#### 4. Obtaining and Enforcement of Patents

Without further consideration from, or charge to COMPANY, whenever requested to do so by COMPANY, EMPLOYEE shall execute any applications, assignments or other instruments which COMPANY shall consider necessary to apply for and obtain Letters Patent in the United States or any foreign country or otherwise to protect COMPANY's interests therein. These obligations shall continue beyond the termination of EMPLOYEE's employment with COMPANY. Necessary expenses in connection with the foregoing, including a fee not to exceed \$100 per day for testifying if EMPLOYEE is no longer employed by COMPANY, shall be borne by COMPANY.

- 2 -

5. Disclaimer

6. Confidential Information of Prior Employers

7. Removal and Return of COMPANY Property

8. Miscellaneous Provisions

IN WITNESS WHEREOF the parties have hereunto set their hands this  
19 71

27<sup>TH</sup>

day of FEBRUARY

EMPLOYEE



WESLEY-JESSEN CORPORATION

BY

