

02-23-2000

PATENTS ONLY

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TO THE COMMIS:

TRADEMARKS



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Please record the attached original

py thereof.

1. Name of Party(ies) conveying an interest: **JAN 24 PM 12:03**

Richard Jahnke

**OPR/FINANCE**

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

☐ Yes ☒ No

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) and addresses attached?

☐ Yes ☒ No

3. Description of the interest conveyed:

☐ Assignment☐ Change of Name

Other: Employee's Confidentiality and Invention  
 Agreement, accompanied by Declaration for Patent  
 Application signed on Wesley Jessen's behalf

☐ Security Agreement☐ Merger

Execution Date: February 27, 1971

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)

1

B. Patent No.(s)

Des. 413,342

Additional numbers attached? ☐ Yes ☐ No

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

BRINKS HOFER GILSON & 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: 4

Rev. Dec.-99

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**PATENT**  
**REEL: 010557 FRAME: 0103**

# 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 Sahnke (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

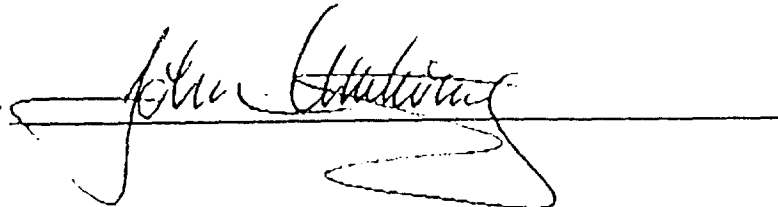
IN WITNESS WHEREOF the parties have hereunto set their hands this 27<sup>TH</sup> day of FEBRUARY 19 71

EMPLOYEE



WESLEY-JESSEN CORPORATION

BY



PATENT

REEL: 010557 FRAME: 0105

**DECLARATION FOR PATENT APPLICATION**

As an Officer of the below named applicant, I hereby declare that:

My residence, post office address and citizenship are as stated below next to my name.

I believe that Richard L. Jahnke is the original, first and sole inventor of the subject matter which is claimed and for which a Design patent is sought on the invention entitled STARRY-EYED CONTACT LENS, the specification of which was filed on March 30, 1998 as Application Serial No. 29/085,735. Richard L. Jahnke is identified below as the non-signing inventor of this application. Richard L. Jahnke was an employee of Wesley Jessen Corporation at the time that the invention was made and he has an obligation, as a result of an EMPLOYEE'S CONFIDENTIALITY AND INVENTION AGREEMENT that he signed on February 27, 1991, to assign this invention to Wesley Jessen Corporation. Non-signing inventor, Richard L. Jahnke, has now terminated his employment by the Applicant. It is my belief that Richard L. Jahnke's residence, post office address and citizenship are as stated below his name.

The attached EXHIBIT A is a copy of the EMPLOYEE'S CONFIDENTIALITY AND INVENTION AGREEMENT that non-signing inventor Richard L. Jahnke signed on February 27, 1991.

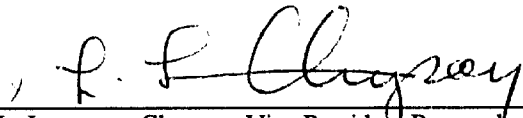
I hereby state that I have reviewed and understand the contents of the above-identified specification, including the claims.

I acknowledge the duty to disclose information which is material to the patentability as defined in Title 37, Code of Federal Regulations, § 1.56(a).

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

Full name of non-signing inventor	<u>Richard L. Jahnke</u>
Residence	<u>Bark River, MI 49807</u>
Citizenship	<u>United States</u>
Post Office Address	<u>1810 M-35 South, Bark River, MI 49807</u>

Applicant on behalf of and as agent for the non-signing inventor	Wesley Jessen Corporation, a corporation organized and existing under the laws of the State of Delaware, having a place of business at 333 East Howard, Des Plaines, Illinois 60018-5903.
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Signature of Applicant's Representative	<u></u>	Date: <u>6/12/98</u>
Full name and title of Applicant's Representative	<u>L. Lawrence Chapoy, Vice President Research and Development, Wesley Jessen Corporation.</u>	
Residence	<u>Barrington, Illinois 60010</u>	
Citizenship	<u>United States</u>	
Post Office Address	<u>348 Ridge Road, Barrington, Illinois 60010</u>	