FORM	PTO-1595	(Modified)

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04-06-2000



U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

Attorney Docket

No.: 9003-260 (D 99 577 M US)

101308261

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

REC

1. Name of conveying party(ies):

Roland Schmidt Klaus Lackner

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

Klio-Eterna Schreibgeräte GmbH & Co KG Glashüttenweg 7 D-77709 Wolfach Germany (A German Corporation)



3. Nature of conveyance:

[X] Assignment Security Agreement

1 Merger] Change of Name

] Other:

Execution Date: February 11, 2000

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: February 11, 2000

A. Patent Application No.(s): Not Yet Known

B. Patent No.(s):

Additional numbers attached? Yes X No

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

Martin G. Belisario AKIN, GUMP, STRAUSS, HAUER & FELD, L.L.P.

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E-Mail: mbelisario@akingump.com

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41) Cal. $1 \times 40.00 = 40.00$

[] Enclosed

[X] Authorized to be charged to deposit account

8. Deposit account number: **50-1017** (Billing No. 209003.0260)

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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.

4/05/2000 DNGUYEN 00000203 501017 29119425

FC:581 Martin G. Belistrio

Name of Person Signing Reg. No. 32,886

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

OMB No. 0651-0011 (exp. 4/94)

209003.0260 34194 v1

PATENT REEL: 010650 FRAME: 0260

Attorney Docket No. <u>9003-260</u> (D 99 577 M US)

JOINT

ASSIGNMENT

WHEREAS, we, Roland Schmidt and Klaus Lackner, respectively citizens of Germany, with respective post office addresses of Römerstrasse 45, D-69115, Heidelberg, Germany and Römerstrasse 45, D-69115, Heidelberg, Germany, hereinafter generally referred to as "ASSIGNORS", have invented a certain new and useful

Writing Instrument and Stand

for which we have executed a United States patent application, Application No.	
filed, 2000, and	
ASSIGNORS authorize ASSIGNEE or ASSIGNEE's representative to insert the Application Number and Filing date of this application if they are unknown at the time of execution of this Assignment.	

WHEREAS, Klio-Eterna Schreibgeräte GmbH & Co KG, a German corporation having a place of business at Glashüttenweg 7, D-77709, Wolfach, Germany, hereinafter generally referred to as "ASSIGNEE", is desirous of acquiring said invention and said patent application.

NOW, THEREFORE, in consideration of the sum of One Dollar and other good and valuable executed consideration, the full receipt and sufficiency of all of which are hereby acknowledged, and intending to be legally bound hereby, we, the undersigned ASSIGNORS, hereby agree to sell, assign, transfer and convey and by these presents do sell, assign, transfer and convey unto the above-named ASSIGNEE, the whole and entire right, title and interest

in and to said invention as described in the above patent application, for the territory of the United States and its possessions and territories and all foreign countries;

in and to the above patent application and any and all related United States and foreign patent applications disclosing said invention, including provisionals, non-provisionals, divisions and continuations thereof, along with all rights of priority created by said patent application under any treaty relating thereto; and

in and to all United States and foreign patents which may be granted on any and all of said patent applications, including extensions, reissues and reexamination certificates thereof;

209003.0260 33940 v1

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PATENT REEL: 010650 FRAME: 0261

said invention, application(s) and patent(s) to be held and enjoyed by the above-named ASSIGNEE, for ASSIGNEE's own use and benefit, and for ASSIGNEE's legal representatives and assigns to the full end of the term or terms for which said patent(s) may be granted, as fully and entirely as the same would have been held by the undersigned ASSIGNORS had this assignment and sale not been made; and for the aforesaid consideration ASSIGNORS hereby covenant, agree and undertake to execute, whenever requested by the above-named ASSIGNEE, all patent applications, assignments, lawful oaths and any other papers which ASSIGNEE may deem necessary or desirable for securing to ASSIGNEE or for maintaining for ASSIGNEE all the patent(s) hereby assigned or agreed to be assigned; all without further compensation to the undersigned ASSIGNORS.

Roland Schmidt

209003.0260 33940 v1

RECORDED: 02/29/2000

PATENT

REEL: 010650 FRAME: 0262