

09-26-2000



101471372  
RECORDATION FORM COVER SHEET  
PATENTS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

New 8-28-00

Resubmission (Non-Recordation)  
Document ID#

Correction of PTO Error  
Reel #  Frame #

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Conveyance Type

Assignment  Security Agreement

License  Change of Name

Merger  Other

*U.S. Government*  
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Departmental File  Secret File

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Mark if additional names of conveying parties attached

Name (line 1)  Execution Date   
Month Day Year

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**Second Party**

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22/2000 GTON11 00000081 DESA17551

FC:581

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Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

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**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

#

**Application Number(s) or Patent Number(s)**

Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

**Patent Application Number(s)**

**Patent Number(s)**

<input type="text" value="Des. 417,551"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named executing inventor.

Month Day Year

**Patent Cooperation Treaty (PCT)**

Enter PCT application number only if a U.S. Application Number has not been assigned.

PCT <input type="text"/>	PCT <input type="text"/>	PCT <input type="text"/>
PCT <input type="text"/>	PCT <input type="text"/>	PCT <input type="text"/>

**Number of Properties**

Enter the total number of properties involved.

#

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed  Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

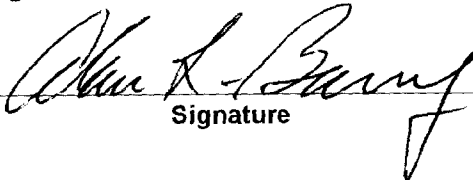
Authorization to charge additional fees: Yes  No

**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. Charges to deposit account are authorized, as indicated herein.

Alan L. Barry

Name of Person Signing



Signature

8/20/00

Date

## ASSIGNMENT

WHEREAS, the undersigned, SPENCER MACKAY (hereinafter termed "Inventor"), resident of Agoura Hills, County of Los Angeles, State of California, has invented certain new and useful improvements in

### **GROOMING BRUSH FOR ANIMALS**

and has executed concurrently herewith an application for a United States design patent disclosing and identifying the invention; and

WHEREAS, SHARPER IMAGE CORPORATION, a corporation of the State of Delaware, having a place of business at 650 Davis Street, San Francisco, State of California (hereinafter termed "Assignee"), is desirous of acquiring the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered jointly or severally by said Inventor (all collectively hereinafter termed "said invention"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter termed "patents") thereon granted in the United States and foreign countries.

NOW THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventor to have been received in full from said Assignee:

1. Said Inventor does hereby sell, assign, transfer and convey unto said Assignee, the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply for foreign patents on said invention pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on said invention in the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said applications; and (d) in and to each and every reissue or extensions of any of said patents.

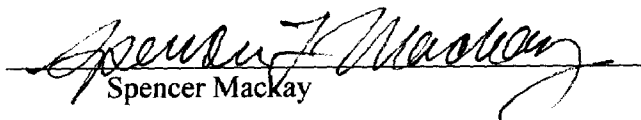
2. Said Inventor hereby covenants and agrees to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and

foreign countries. Such cooperation by said Inventor shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventor in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventor, his respective heirs, legal representatives and assigns.

4. Said Inventor hereby warrants and represents that he has not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, the said Inventor has executed and delivered this instrument to said Assignee this 22 day of AUGUST, 2000.

  
Spencer Mackay

**CERTIFICATE OF MAILING BY "EXPRESS MAIL" (37 CFR 1.10)**

Applicant(s): **Sharper Image Corporation**

Docket No.

**112440-004**

Serial No.

**Des. 417,551**

Filing Date

**December 14, 1999**

Examiner

Group Art Unit

Invention: **GROOMING BRUSH FOR ANIMALS**

I hereby certify that the following correspondence:

**Assignment Transmittal Letter; Recordation Form Cover Sheet; Assignment; Check for \$40.00; return receipt postcard**

*(Identify type of correspondence)*

is being deposited with the United States Postal Service "Express Mail Post Office to Addressee" service under 37 CFR 1.10 in an envelope addressed to: The Assistant Commissioner for Patents, Washington, D.C. 20231

\_\_\_\_\_  
*(Date)*

**Robert J. Buccieri**

\_\_\_\_\_  
*(Type or Printed Name of Person Mailing Correspondence)*

  
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August 28, 2000

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Attn.: Patent Assignment Branch

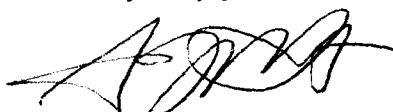
Dear Sir/Madam:

Enclosed for recordation please find:

- (1) an Assignment for U.S. Design Patent 417,551 issued December 14, 1999;
- (2) a Recordation Form Cover Sheet for Patents;
- (3) a check in the amount of \$40.00 in payment of the required fee; and
- (4) a postcard which we ask you to date stamp and return.

Please reference attorney docket no. 0112440-005 in relation to correspondence.

Very truly yours,



Amy J. Gast

AJG:jau

Enclosures