

12-28-2000

U.S. Department of Commerce  
Patent and Trademark Office  
**PATENT**



101564080

**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
- ☐ Resubmission (Non-Recordation)  
Document ID#
- ☐ Correction of PTO Error  
Reel #  Frame #
- ☐ Corrective Document  
Reel #  Frame #

**Conveyance Type**

- ☒ Assignment ☐ Security Agreement
- ☐ License ☐ Change of Name
- ☐ Merger ☐ Other
- U.S. Government**  
(For Use ONLY by U.S. Government Agencies)
- ☐ Departmental File ☐ Secret File

**Conveying Party(ies)**

☐ Mark if additional names of conveying parties attached

Name (line 1) Phorm Designs, Inc.

Execution Date  
Month Day Year  
08 30 2000

Name (line 2)

**Second Party**

Name (line 1)

Name (line 2)

Execution Date  
Month Day Year

**Receiving Party**

☐ Mark if additional names of receiving parties attached

Name (line 1) Artfield Manufacturing Co., Ltd.

Name (line 2)

Address (line 1) 13/F Universal Industrial Center

Address (line 2) 19-21 Mei Street, Fo Tan, Shatin

Address (line 3) Hong Kong

Hong Kong

City

State/Country

Zip Code

☒ If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment.)

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name Lord, Bissell & Brook

Address (line 1) 115 S. LaSalle Street

Address (line 2) Chicago, IL 60603

Address (line 3)

Address (line 4)

**FOR OFFICE USE ONLY**

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

**PATENT**  
**REEL: 011356 FRAME: 0649**

**Correspondent Name and Address**

Area Code and Telephone Number 312-443-0700

Name Daniel W. Eck

Address (line 1) Lord, Bissell & Brook

Address (line 2) 115 S. LaSalle Street

Address (line 3) Chicago, IL 60603

Address (line 4)

**Pages**

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

# 4

**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)

D0357634

6022119

D0397478

5795054

5558430

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 US9817417

PCT

PCT

PCT

PCT

PCT

**Number of Properties**

Enter the total number of properties involved.

# 6

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41): \$ 240.00

Method of Payment:  
Deposit Account

Enclosed ☒

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.*

Sean C. Fifield

Name of Person Signing

  
Signature

12/04/00

Date

## ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY is made as of August 16, 2000 (this "Assignment") by Phorm Designs, Inc., an Illinois corporation a/k/a Phorm Concept & Design a/k/a Phorm Concept and Design, Inc. a/k/a Phorm Concept & Design, Inc. ("Phorm") to Artfield Manufacturing Co., Ltd. a Hong Kong company ("Artfield").

WHEREAS, Phorm has adopted, owns and is using the United States trademarks, trademark registrations, pending trademark applications, common law trademarks trade dress, logos, slogans, and trade names disclosed in Schedule A attached hereto and made a part hereof (the "Trademarks") and is the exclusive owner of such Trademarks and the goodwill of the business symbolized by such Trademarks and all common law rights associated therewith;

WHEREAS, Phorm owns the United States, Canadian and Patent Cooperation Treaty patents, patent applications and patent disclosures disclosed in Schedule B attached hereto and made a part hereof (the "Patents");

WHEREAS, Phorm owns (i) data, data bases, trade secrets, confidential information, and proprietary data and information related to the Patents and the manufacture of goods utilizing claims embodied in the Patents, including, without limitation, compilations of data (whether or not copyrighted or copyrightable), ideas, formulae, compositions, blends, processes, know-how, processes and techniques, inventions (whether or not patent able and whether or not reduced to practice), drawings, specifications, designs, plans, improvements, proposals, technical data, and related information; and (ii) copies and tangible embodiments of the foregoing or of the Trademarks and Patents (in whatever form or medium) (collectively, the "Proprietary Rights"); and

WHEREAS, Artfield and certain shareholders of Phorm have entered into that certain Settlement Agreement dated February, 2000 and Artfield, Phorm and certain shareholders of Phorm have entered into that certain Mutual Release dated February, 2000, which contemplate the transfer by Phorm of the Trademarks, the goodwill of the business symbolized by such Trademarks, the Patents, and the Proprietary Rights (collectively, the "Intellectual Property") to Artfield as part of the satisfaction of debt owed to Artfield and the winding up of Phorm's business.

NOW, THEREFORE, for and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, the parties agree as follows:

1. Phorm hereby sells, assigns, conveys and transfers unto Artfield all right, title and interest in, to and under the Trademarks, and any derivation thereof, together with (a) all associated common law rights, (b) the goodwill of the business symbolized by thereby, and (c) all rights and privileges granted and secured thereby, including, without limitation, the right to sue and recover for any past or continuing infringement of the Trademarks, as well as the right to seek any and all remedies available at law or in equity.

2. Phorm hereby sells, assigns, conveys and transfers unto Artfield all right, title and interest in, to and under the Patents together with the entire right, title and interest in and to all continuations, divisions, renewals and extensions of the Patents and all rights and privileges granted and secured thereby, including, without limitation, the right to sue and recover for any past or continuing infringement of the Patents, as well as the right to seek any and all remedies available at law or in equity.

3. Phorm hereby sells, assigns, conveys and transfers unto Artfield all right, title and interest in the Proprietary Rights and all rights and privileges granted and secured thereby, including, without limitation, the right to sue and recover for any past or continuing infringement or misappropriation of the Proprietary Rights, as well as the right to seek any and all remedies available at law or in equity.

4. Phorm agrees that it will make no further use of the Intellectual Property except pursuant to licenses granted by Artfield.

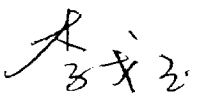
5. All right, title and interest in the Intellectual Property shall be held and enjoyed by Artfield, for its own use and benefit and for the use and benefit of its successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by each of Phorm if this Assignment had not been made. Without limitation to the foregoing, Phorm assigns with the Intellectual Property all associated income, royalties, damages and payments due from or payable by any third party (including, without limitation, damages and payments for past, present, or future infringements or misappropriations thereof) and any and all corresponding rights that, now or hereafter, may be secured throughout the world.

6. Phorm warrants that it has full right to convey the entire right, title and interest in the Intellectual Property herein assigned.

IN WITNESS WHEREOF, Phorm has caused this Assignment to be executed and delivered on its behalf by its duly authorized officers as of the date first written above.

ATTEST:

PHORM DESIGNS, INC.

  
\_\_\_\_\_  
Li Kwo Yuk, Secretary

By:   
\_\_\_\_\_  
Leung Kin Yau, its President

Accepted as of August \_\_\_\_, 2000 by:

ARTFIELD MANUFACTURING CO., LTD.

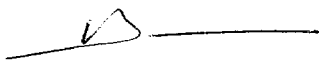
By:   
\_\_\_\_\_

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

I, **Herbert Hak-Kong Tsoi**, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Leung Kin Yau signing above, being first sworn by me, did state that he is Leung Kin Yau, that he is the President of Phorm Designs, Inc., an Illinois corporation, and that he, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 30<sup>th</sup> day of August, 2000.

My Commission Expires: with life

  
\_\_\_\_\_  
Notary Public  
**Herbert Hak-Kong Tsoi**  
Notary Public, Hong Kong SAR

**SCHEDULE A  
TRADEMARKS**

**Registered Trademarks**

<u>Trademark</u>	<u>Country</u>	<u>Registration Number</u>
DIGISAUR	USA	1,861,389
DOUBLEHEADER	USA	1,981,624
LIGHT VOYAGER	USA	2,222,431

**Trademark Applications**

<u>Trademark</u>	<u>Country</u>	<u>Serial Number</u>
[Clock Face Configuration]	USA	75/738,844
X-BEAMS	USA	75/588,845

**Common Law Trademarks**

<u>Trademark</u>	<u>Country</u>	<u>Date of First Use in Commerce</u>
DIGISAUR	Worldwide	December 16, 1993
DOUBLEHEADER	Worldwide	November 1, 1994
LIGHT VOYAGER	Worldwide	August 1, 1997
THE GRIPPER	Worldwide	November 15, 1996
[Clock Face Configuration]	Worldwide	November 1996

All other common law trademarks used by Phorm.

**SCHEDULE B  
PATENTS AND PATENT APPLICATIONS**

**Issued Patents**

<u>Patent Number</u>	<u>Country</u>	<u>Patent Title</u>
D357,634	USA	Electronic assembly housing for alarm clocks, clock radios, table lamps or lights and toys
D397,478	USA	Light
5,558,430	USA	Dual beam flashlight
6,022,119	USA	Book light
5,795,054	USA	Guardlight

**Patent Applications**

<u>Application Number</u>	<u>Country</u>
2,186,195	Canada
PCT/US98/17417	Patent Cooperation Treaty / World Intellectual Property Organization