

1301

Atty. Dkt. No. 62759/343

FORM PTO-1595 (modified)

(Rev. 6-93)

RECORD,

01-11-2001

U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office



To the Director of the United States Patent and Trademark Office

101578764

original documents or copies thereof.

1. Name of conveying party(ies):

Brian E. Woodnorth  
 Brian C. Bone  
 Heath A. Doty  
 Kent P. Ritzel  
 William Dean Ungar

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

Newell Operating Company  
 29 East Stephenson Street  
 Freeport, Illinois 61032



Additional conveying party(ies) NO

3. Nature of conveyance:

ASSIGNMENT

Execution Date:

8/11/2000; 9/28/2000; 12/20/2000

Additional name(s) &amp; address(es) attached? NO

4. Application number(s) or patent number(s):

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

A. Patent Application Number(s):

29/121,036

B. Patent Number(s):

Additional numbers attached? NO

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

Todd A. Rathe  
 FOLEY & LARDNER  
 Firststar Center  
 777 East Wisconsin Avenue  
 Milwaukee, Wisconsin 53202-5367

6. Total number of applications/patents involved: 1

7. Total fee (37 C.F.R. § 3.41): \$40.00

☒ Check Enclosed

Charge to deposit account

8. Deposit account number: 06-1447

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. The Commissioner is hereby authorized to charge any additional recordation fees which may be required in this matter to the above-identified deposit account.*

Todd A. Rathe

Dec 27, 2000

Name of person signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: 14

**ASSIGNMENT AND AGREEMENT**

**WHEREAS, Brian E. Woodnorth** of 6009 North Shore Drive, Whitefish Bay, Wisconsin 53217, and **Brian C. Bone** of 13007 Tiger Lily Court, Creve Coeur, Missouri 63146, and **Heath A. Doty** of 7512 Dale Avenue, Richmond Heights, Missouri 63117, and **Kent P. Ritzel** of 2 Silver Creek Lane, Waterloo, Illinois 62298, and **William Dean Ungar** of 720 Dale Avenue, Webster Groves, Missouri 63119, (hereinafter referred to singly and collectively as "ASSIGNOR") have invented a certain invention entitled **PAINT BRUSH** (Atty. Dkt. No. 62759/343) for which an application for United States Letters Patent was filed on March 30, 2000 as Application No. 29/121,036; and

**WHEREAS, Newell Operating Company**, a corporation duly organized and existing under the laws of the State of Delaware, and having its principal place of business at 29 East Stephenson Street, Freeport, Illinois 61032 (hereinafter referred to as "ASSIGNEE") is desirous of acquiring the entire interest therein;

**NOW THEREFORE**, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR has sold, assigned, and transferred, and by these presents hereby sells, assigns, and transfers, unto ASSIGNEE, its successors and assigns, the full and exclusive right, title, and interest in and to (a) the above-identified invention or inventions and all improvements and modifications thereof, (b) the above-identified application and all other applications for Letters Patent of the United States and countries foreign thereto for the above-identified invention or inventions and all improvements and modifications thereof, (c) all Letters Patent which may issue from said applications in the United States and countries foreign thereto, (d) all divisions, continuations, reissues, and extensions of said applications and Letters Patent, and (e) the right to claim for any of said applications the full benefits and priority rights under the International Convention and any other international agreement to which the United States adheres; such right, title, and interest to be held and enjoyed by ASSIGNEE, its successors and assigns, to the full end of the term or terms for which any and all such Letters Patent may be granted as fully and entirely as would have been held and enjoyed by ASSIGNOR had this Assignment not been made.

**ASSIGNOR HEREBY AUTHORIZES AND REQUESTS** the Commissioner of Patents and Trademarks to issue said Letters Patent to ASSIGNEE as assignee of the entire interest, for the sole use and benefit of ASSIGNEE, its successors and assigns.

**ASSIGNOR HEREBY AGREES** (a) to communicate to ASSIGNEE, its successors and assigns, or their representatives or agents, all facts and information known or available to ASSIGNOR respecting said invention or inventions, improvements, and modifications including evidence for interference, reexamination, reissue, opposition, revocation, extension, or infringement purposes or other legal, judicial, or administrative proceedings, whenever requested by ASSIGNEE; (b) to testify in person or by affidavit as required by ASSIGNEE, its successors and assigns, in any such proceeding in the United States or a country foreign thereto; (c) to execute and deliver, upon request by ASSIGNEE, all lawful papers including, but not limited to, original, divisional, continuation, and reissue applications, renewals, assignments, powers of attorney, oaths, affidavits, declarations, depositions; and (d) to provide all reasonable assistance to ASSIGNEE, its successors and assigns, in obtaining and enforcing proper title in and

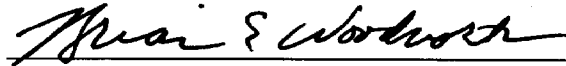
protection for said invention or inventions, improvements, and modifications under the intellectual property laws of the United States and countries foreign thereto.

*ASSIGNOR HEREBY REPRESENTS AND WARRANTS* that ASSIGNOR has the full and unencumbered right to sell, assign, and transfer the interests sold, assigned, and transferred herein, and that ASSIGNOR has not executed and will not execute any document or instrument in conflict herewith.

*ASSIGNOR HEREBY GRANTS* to the law firm of **Foley & Lardner** the power and authority to insert in this Assignment any further identification which may be necessary or desirable to comply with the rules of the U.S. Patent and Trademark Office for recordation of this Assignment.

*ASSIGNOR UNDERSTANDS AND AGREES* that the attorneys and agents of the law firm of **Foley & Lardner** do not personally represent ASSIGNOR or ASSIGNOR's legal interests, but instead represent the interests of ASSIGNEE; since said attorneys and agents cannot provide legal advice to ASSIGNOR with respect to this Assignment, ASSIGNOR acknowledges its right to seek its own independent legal counsel.

Executed this 11 day of August, 2000.



Brian E. Woodnorth

State of Wisconsin )  
County of Milwaukee )ss.

On this 11<sup>th</sup> day of August, 2000, before me, a notary public in and for said county, appeared Brian E. Woodnorth, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.



Notary Public

My Commission Expires: 10-07-01

(Seal)

Executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

State of \_\_\_\_\_ )  
 )ss.  
County of \_\_\_\_\_ )

\_\_\_\_\_  
Brian C. Bone

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, a notary public in and for said county, appeared Brian C. Bone, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

(Seal)

Executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

State of \_\_\_\_\_ )  
 )ss.  
County of \_\_\_\_\_ )

\_\_\_\_\_  
Heath A. Doty

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, a notary public in and for said county, appeared Heath A. Doty, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

(Seal)

Executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

State of \_\_\_\_\_ )  
 )ss.  
County of \_\_\_\_\_ )

\_\_\_\_\_  
Kent P. Ritzel

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, a notary public in and for said county, appeared Kent P. Ritzel, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

(Seal)

Executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

State of \_\_\_\_\_ )  
 )ss.  
County of \_\_\_\_\_ )

\_\_\_\_\_  
William Dean Ungar

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, a notary public in and for said county, appeared William Dean Ungar, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

(Seal)

Application Serial No. 29/121,036

**ASSIGNMENT AND AGREEMENT**

**WHEREAS**, Brian E. Woodnorth of 6009 North Shore Drive, Whitefish Bay, Wisconsin 53217, and Brian C. Bone of 13007 Tiger Lily Court, Creve Coeur, Missouri 63146, and Heath A. Doty of 7512 Dale Avenue, Richmond Heights, Missouri 63117, and Kent P. Ritzel of 2 Silver Creek Lane, Waterloo, Illinois 62298, and William Dean Ungar of 720 Dale Avenue, Webster Groves, Missouri 63119, (hereinafter referred to singly and collectively as "ASSIGNOR") have invented a certain invention entitled **PAINT BRUSH** (Atty. Dkt. No. 62759/343) for which an application for United States Letters Patent was filed on March 30, 2000 as Application No. 29/121,036; and

**WHEREAS**, Newell Operating Company, a corporation duly organized and existing under the laws of the State of Delaware, and having its principal place of business at 29 East Stephenson Street, Freeport, Illinois 61032 (hereinafter referred to as "ASSIGNEE") is desirous of acquiring the entire interest therein;

**NOW THEREFORE**, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR has sold, assigned, and transferred, and by these presents hereby sells, assigns, and transfers, unto ASSIGNEE, its successors and assigns, the full and exclusive right, title, and interest in and to (a) the above-identified invention or inventions and all improvements and modifications thereof, (b) the above-identified application and all other applications for Letters Patent of the United States and countries foreign thereto for the above-identified invention or inventions and all improvements and modifications thereof, (c) all Letters Patent which may issue from said applications in the United States and countries foreign thereto, (d) all divisions, continuations, reissues, and extensions of said applications and Letters Patent, and (e) the right to claim for any of said applications the full benefits and priority rights under the International Convention and any other international agreement to which the United States adheres; such right, title, and interest to be held and enjoyed by ASSIGNEE, its successors and assigns, to the full end of the term or terms for which any and all such Letters Patent may be granted as fully and entirely as would have been held and enjoyed by ASSIGNOR had this Assignment not been made.

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001.758649.1

Attorney Docket No. 62759/343

Page 1 of 4

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Application Serial No. 29/121,036

protection for said invention or inventions, improvements, and modifications under the intellectual property laws of the United States and countries foreign thereto.

**ASSIGNOR HEREBY REPRESENTS AND WARRANTS** that ASSIGNOR has the full and unencumbered right to sell, assign, and transfer the interests sold, assigned, and transferred herein, and that ASSIGNOR has not executed and will not execute any document or instrument in conflict herewith.

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Executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Brian E. Woodnorth

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )ss.

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, a notary public in and for said county, appeared Brian E. Woodnorth, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

(Seal)

001.758649.1

Attorney Docket No. 62759/343

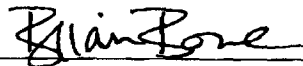
Page 2 of 4

RECEIVED TIME SEP. 28. 4:29PM

PRINT TIME SEP. 28. PATENT

REEL: 011404 FRAME: 0303

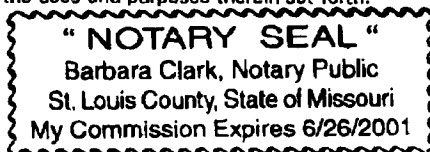
Application Serial No. 29/121,036

Executed this 28<sup>th</sup> day of September, 2000.

Brian C. Bone

State of Missouri )  
County of St. Louis ) ss.

On this 28 day of September, 2000, before me, a notary public in and for said county, appeared Brian C. Bone, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.



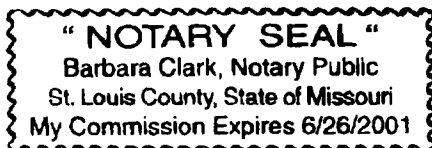
(Seal)

  
Notary Public

My Commission Expires: \_\_\_\_\_

Executed this 20<sup>th</sup> day of September, 2000.State of Missouri )  
County of St. Louis ) ss.

On this 28 day of September, 2000, before me, a notary public in and for said county, appeared Heath A. Doty, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.



(Seal)

  
Notary Public

My Commission Expires: \_\_\_\_\_



Application Serial No. 29/121,036

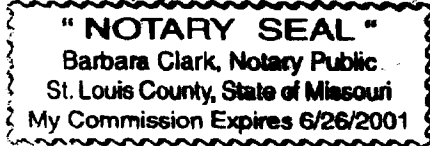
Executed this 28 day of September, 2000.

Kent P. Ritzel

Kent P. Ritzel

State of Missouri )  
County of St. Louis ) ss.

On this 28 day of September, 2000, before me, a notary public in and for said county, appeared Kent P. Ritzel, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.



(Seal)

Barbara Clark  
Notary Public

My Commission Expires: \_\_\_\_\_

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

William Dean Ungar

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, a notary public in and for said county, appeared William Dean Ungar, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

(Seal)

**ASSIGNMENT AND AGREEMENT**

**WHEREAS, Brian E. Woodnorth** of 6009 North Shore Drive, Whitefish Bay, Wisconsin 53217, and **Brian C. Bone** of 13007 Tiger Lily Court, Creve Coeur, Missouri 63146, and **Heath A. Doty** of 7512 Dale Avenue, Richmond Heights, Missouri 63117, and **Kent P. Ritzel** of 2 Silver Creek Lane, Waterloo, Illinois 62298, and **William Dean Ungar** of 1200 OPAL AVE REDONDO BCH, CA 90277, (hereinafter referred to singly and collectively as "ASSIGNOR") have invented a certain invention entitled **PAINT BRUSH** (Atty. Dkt. No. 62759/343) for which an application for United States Letters Patent was filed on March 30, 2000 as Application No. 29/121,036; and

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Executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Brian E. Woodnorth

State of \_\_\_\_\_ )  
 ) ss.  
County of \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, a notary public in and for said county, appeared Brian E. Woodnorth, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

(Seal)

Executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Brian C. Bone

State of \_\_\_\_\_ )  
 )ss.  
County of \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, a notary public in and for said county, appeared Brian C. Bone, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

(Seal)

Executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Heath A. Doty

State of \_\_\_\_\_ )  
 )ss.  
County of \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, a notary public in and for said county, appeared Heath A. Doty, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

(Seal)

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Kent P. Ritzel

State of \_\_\_\_\_ }  
\_\_\_\_\_) ss.  
County of \_\_\_\_\_ }

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, a notary public in and for said county, appeared Kent P. Ritzel, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

(Seal)

Executed this 20th day of DECEMBER 2000

William Dean Ungar  
William Dean Ungar

State of \_\_\_\_\_ }  
\_\_\_\_\_) ss.  
County of \_\_\_\_\_ }

**SEE ATTACHED  
CERTIFICATE**

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, a notary public in and for said county, appeared William Dean Ungar, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

(Seal)

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

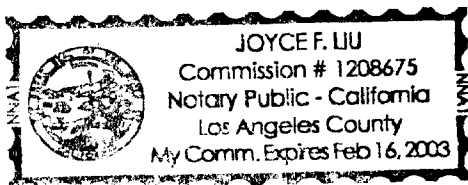
State of California

County of Los Angeles

On 20 December 2000 before me, Joyce F. Liu, Notary Public,  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared William Dean Ungar \* \* \* \* \*  
Name(s) of Signer(s)

☐ personally known to me – OR – ☒ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Joyce F. Liu  
Signature of Notary Public

## OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

## Description of Attached Document

Title or Type of Document: ASSIGNMENT AND AGREEMENT Application Serial no. 29/121,036

Document Date: 20 December 2000 Number of Pages: 4

Signer(s) Other Than Named Above: None

## Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_

- ☒ Individual  
☐ Corporate Officer  
Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Attorney-in-Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer Is Representing:  
Himself

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb here

Signer's Name: \_\_\_\_\_

- ☐ Individual  
☐ Corporate Officer  
Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Attorney-in-Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer Is Representing:  
\_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb here