

03-22-2001

Atty. Docket No. SP-1077

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

FEB 23 2001



101643657

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

1. Name of conveying party(ies):

John Robert Brown
Justin Formica

2-23-01

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

2. Name and address of receiving party(ies)

Name: Design Resource Australia Pty Ltd

Internal Address: ACN 003 178 300

Street Address: 62 Atchinson Street

City: Crows Nest State: New South Wales 2065
AustraliaAdditional name(s) of receiving party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

☒ Assignment☐ Merger☐ Security Agreement☐ Change of Name☐ Other _____

Execution Date: August 30, 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 even date herewith

A. Patent Application No. 29/130,112

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Name: Terry S. Callaghan

Address: Price, Heneveld, Cooper,

DeWitt & Litton

Street Address: Post Office Box 2567

City: Grand Rapids State: MI ZIP: 49501

6. Total number of applications and patents involved:

1

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

☒ Enclosed☐ Authorized to be charged to deposit account

8. Deposit Account number:

16-2463

(Attach duplicate copy of this page if paying by deposit account)

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.Terry S. Callaghan
Name of Person Signing

Signature

February 19, 2001
Date

8

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

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

This deed of assignment

is made on 11 August 2000 between the following parties:

1. **David Richard Dalton**
of 19 Stonecrop Road
Turramurra, New South Wales, 2074
Australia
(**Dalton**)
2. **John Robert Brown**
of 52 Rangers Avenue
Mosman, New South Wales, 2088
Australia
(**Brown**)
3. **Justin Formica**
of 255 Sixth Avenue
Austral, New South Wales, 2171
Australia
(**Formica**)
4. **Design Resource Australia Pty Ltd**
ACN 003 178 300
of 62 Atchison Street
Crows Nest, New South Wales, 2065
Australia
(**Design Resource**)
5. **Eveready Battery Company, Inc.**
of 800 Chouteau Avenue
St Louis, Missouri, 63102
United States of America
(**Eveready**)

Recitals

- A. Brown is an employee of Design Resource.
- B. Formica was an employee of Design Resource.
- C. Dalton is an employee of Eveready.
- D. Design Resource was engaged by Eveready to design articles and products and invent inventions on Eveready's behalf on the condition that all rights, including patent and utility model rights for inventions, design rights for articles, copyright in respect of drawings, and all other intellectual property rights, once created would be owned by and assigned to Eveready, and that all patent, utility model, design and other intellectual property right applications would be filed in the name of Eveready.
- E. Brown and Formica in the course of their employment with Design Resource and Dalton in the course of his employment with Eveready, are the co-designers and co-authors of the intellectual property described in the schedule to this deed (**Intellectual Property**).

- F. Brown, Dalton, Formica and Design Resource will be referred to collectively as **The Assignors**.
- G. The Assignors each wish to confirm that any right, title and interest they have in respect of the Intellectual Property, were owned by Eveready at the time of filing of the design applications listed in the schedule to this deed.
- H. The Assignors each wish to assign to Eveready the right, title and interest they have, if any, in Intellectual Property, including any right to claim convention priority and the right to file applications for patents, designs, utility models, registration of copyright or any other intellectual property in respect of the Intellectual Property together with all common law and intellectual property rights therein including but not limited to copyright, free from all encumbrances.

This deed witnesses

that in consideration of, among other things, the payment by Eveready to each of the Assignors of **A\$1**, the receipt and sufficiency of which is acknowledged, the parties agree:

1 Assignment

- (a) The Assignors assign to Eveready:
 - (1) all of the Assignors' interest in the Intellectual Property; and
 - (2) the right to sue for damages and other remedies in respect of any infringement of the Intellectual Property which may have occurred before this assignment.
- (b) This assignment is effective **on the date of this deed**.

2 Assignors' warranties

2.1 General

The Assignors give the warranties in this clause 2 to Eveready.

2.2 Original creations

The artistic works described in the schedule to this deed are original creations of Brown, Dalton and Formica.

2.3 Use and infringement

As far as the Assignors are aware:

- (a) use or other exploitation of the Intellectual Property on or after the effective date of this assignment by or with the permission of Eveready will not infringe the rights of any other person; and
- (b) no person is infringing or threatening to infringe, or has previously infringed, any of the Intellectual Property.

2.4 No material adverse effect

The Assignors are not aware of any circumstances which might have a material adverse effect on:

- (a) Eveready's ability to further assign or otherwise deal with the Intellectual Property; or
- (b) the validity of any registered design or design application forming part of the Intellectual Property.

2.5 Entitled to deal

The Assignors are entitled to assign the Intellectual Property in the manner provided in this deed.

3 Assignors' indemnity

The Assignors indemnify Eveready in respect of any claim, action, damage, loss, liability, cost, charge, expense, outgoing or payment which Eveready pays, suffers, incurs or is liable for, arising out of a breach by the Assignors of any warranty or covenant contained in this deed.

4 Assignors' acknowledgments

The Assignors acknowledge that:

- (a) Eveready may alter or vary the artistic works described in the schedule to this deed in any manner without the Assignors' consent;
- (b) Eveready may use or apply the artistic works referred to in clause 4(a) without any attribution of authorship; and
- (c) this assignment is not limited to particular versions of artistic works or to designs in any particular colour.

5 Registering this assignment and further action

- (a) Eveready must pay any fees or costs in relation to registering this assignment.
- (b) The Assignors must execute any documents and do any other things that Eveready reasonably requests to:
 - (1) enable Eveready to have its ownership of the Intellectual Property registered in any appropriate registry;
 - (2) enable Eveready to file or prosecute in its name any application for a design or other registration forming part of or relating to the Intellectual Property, whether in Australia or in any other country; and
 - (3) give effect to the terms of this deed.

6 Assignors' undertakings

The Assignors must not:

- (a) challenge or oppose, or assist a person to challenge or oppose, any application by Eveready for a design or other registration forming part of or relating to the Intellectual Property, whether in Australia or in any other country;
- (b) assist any other person in challenging or impugning the validity of:
 - (1) the Intellectual Property; or
 - (2) a design or other registration granted to Eveready relating to the Intellectual Property; or
- (c) take any other action to invalidate, put in dispute or impair in any way Eveready's interest in or use or exploitation of the Intellectual Property.

7 Assignors must deliver materials

The Assignors must deliver to Eveready on request all artistic works, designs, certificates, title documents, technical information and records relating to the Intellectual Property.

8 General

- (a) A variation of the terms of this deed must be in writing and signed by the parties.
- (b) In this deed, unless the context otherwise requires:
 - (1) headings and boldings are for convenience only and do not affect the interpretation of this deed;
 - (2) words importing the singular include the plural and vice versa;
 - (3) a reference to a person includes a corporation; and
 - (4) a reference to a person includes that person's successors and legal personal representatives.

Schedule - Intellectual Property

A. Design applications

Country	Application No.	Date filed	Articles in respect of which design is registered
Australia	1155/2000	10 April 2000	A flashlight

B. Priority rights

The Assignor's rights to claim priority under any applicable international convention for design applications relating to the designs that are the subject of A above.

C. Artistic works

Artistic works including models, drawings, etchings and computer generated images relating to the designs that are the subject of A above

D. Copyright

All copyright and other rights or forms of protection of a similar nature which may subsist anywhere in the world in every drawing which depicts the designs that are the subject of A above but without limitation to drawings which have been used in the Design Applications.

Executed as a deed:

Signed sealed and delivered by
David Richard Dalton
in the presence of:

A. Henderson
Witness

David Dalton
David Richard Dalton

A. HENDERSON
Witness name (please print)

30/08/2000
Date

Signed sealed and delivered by
John Robert Brown
in the presence of:

A. Henderson
Witness

John Brown
John Robert Brown

A. HENDERSON
Witness name (please print)

30.8.00
Date

Signed sealed and delivered by
Justin Formica
in the presence of:

P. Andis
Witness

Justin Formica
Justin Formica

P. ANDIS
Witness name (please print)

7.9.00
Date

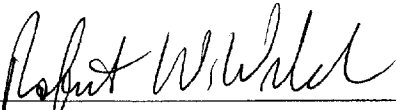
The common seal of
Design Resource Australia Pty Ltd
ACN 003 178 300
is fixed to this document
in the presence of:

John Robert Brown
John Robert Brown
Managing Director
30-8-00
Date sealed



**Signed sealed and delivered by
Eveready Battery Company, Inc.**

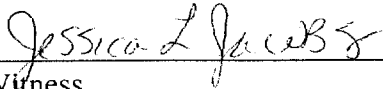
by:



Robert Welsh

Director of Patents and Chief Patent Counsel for Eveready Battery Company, Inc.

in the presence of:



Witness

JESSICA L. JACOBS.

Witness name (please print)

9-27-00

Date