RECOR

03-22-2001



U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

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To	the Honorable Commissioner of Patents and Trademarks: F	Please record the attached original documents or copy thereof.			
1.	Name of conveying party(ies):	Name and address of receiving party(ies)			
	John Robert Brown Justin Formica 2 -23-0)	Name: Design Resource Australia Pty Ltd			
Additi	onal name(s) of conveying party(ies) attached? \square Yes \underline{X} No	Internal Address: ACN 003 178 300			
3.	Nature of conveyance:	Street Address: 62 Atchinson Street			
	x Assignment ☐ Merger				
	☐ Security Agreement ☐ Change of Name ☐ Other	City: Crows Nest State: New South Wales 2065 Australia			
£	Execution Date: August 30, 2000				
	Execution Date. August 30, 2000	Additional name(s) of receiving party(ies) attached? Yes x No			
·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 at	tached?			
5.	Name and address of party to whom correspondence concerning document should be mailed:	6. Total number of applications and patents involved:			
5.		6. Total number of applications and patents involved: 7. Total fee (37 C.F.R. § 3.41)\$ 40.00			
5.	concerning document should be mailed:				
5.	Name: Terry S. Callaghan	7. Total fee (37 C.F.R. § 3.41)\$ 40.00			
5.	Name: Terry S. Callaghan Address: Price, Heneveld, Cooper,	7. Total fee (37 C.F.R. § 3.41)\$ 40.00			
5.	Name: Terry S. Callaghan Address: Price, Heneveld, Cooper, DeWitt & Litton	7. Total fee (37 C.F.R. § 3.41)\$ 40.00 Enclosed Authorized to be charged to deposit account			
5.	Name: Terry S. Callaghan Address: Price, Heneveld, Cooper, DeWitt & Litton Street Address: Post Office Box 2567	7. Total fee (37 C.F.R. § 3.41)\$ 40.00 Enclosed Authorized to be charged to deposit account 8. Deposit Account number:			
5.	Name: Terry S. Callaghan Address: Price, Heneveld, Cooper, DeWitt & Litton Street Address: Post Office Box 2567 City: Grand Rapids State: MI ZIP: 49501	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			
9.	Name: Terry S. Callaghan Address: Price, Heneveld, Cooper, DeWitt & Litton Street Address: Post Office Box 2567 City: Grand Rapids State: MI ZIP: 49501 DO NOT US	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)			
	Name: Terry S. Callaghan Address: Price, Heneveld, Cooper, DeWitt & Litton Street Address: Post Office Box 2567 City: Grand Rapids State: MI ZIP: 49501 DO NOT US: Statement and signature. To the best of my knowledge and belief, the foregoic copy is a true copy of the original document. Terry S. Callaghan	7. Total fee (37 C.F.R. § 3.41)			
	Name: Terry S. Callaghan Address: Price, Heneveld, Cooper, DeWitt & Litton Street Address: Post Office Box 2567 City: Grand Rapids State: MI ZIP: 49501 DO NOT US: Statement and signature. To the best of my knowledge and belief, the foregoic copy is a true copy of the original document. Terry S. Callaghan	7. Total fee (37 C.F.R. § 3.41)			
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	Name:Terry S. Callaghan Address:Price, Heneveld, Cooper,	7. Total fee (37 C.F.R. § 3.41)			

PATENT

REEL: 011594 FRAME: 0469

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).

Freehills Carter Smith Beadle SYDCE\00372705.3 EBC ref SP-1077

28 August 2000 (15:36)

- 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

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- 80	Country	Application No.	Date filed	Articles in respect of which
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- 6		이 경우는 회사 사람들이 아이들을 경우하는 것으로 내려가 되어야 하는데 그렇게 되었다.	ife, a crisi in the foot is a larger and the little and the late.	1. 생물하다 그 1 속이다 환경 나는 전속 환경 중요한 중요한 경기를 보는 것이다. 나는 것이다는 것이다.
- g.		되는 사람들이 살아보다 이번 그는 그렇게 되는 것이 되는 그는 그들은 이번 수밖에 모르게 되었다.	[4] 는 조금의 하는 마음 마음 그리고 (14 항송원), Albeite () 다른	화 주어 이 마이트 전상 환경 회사 방법이 있었습니다. 이 하는 보고 이 나는 모든 사람들이 하는 이 보다는 것이다. 그 사람들이 다른 사람들이 되었습니다.
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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: David Richard Dalton Witness Witness name (please print) Date Signed sealed and delivered by John Robert Brown in the presence of: Witness Witness name (please print) Signed sealed and delivered by **Justin Formica** in the presence of: Justin Formica Witness 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

Managing Director

Date sealed

DESIGN RESOURCE AUSTRALIA PTY. LIMITED A.C.N. 003 178 309

Signed se	aled and	d delivered	l by
Eveready	Battery	Company,	Inc.

A Willed

by:

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

in the presence of:

Witness

JESSICA L. JAWBS.

Witness name (please print)

9-27-00

28 August 2000 (15:36)

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RECORDED: 02/23/2001