

03-26-2001

Atty. Docket No. SP-1089

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

101648201

RECEIVED

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  
Robert John SmithAdditional 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

A. Patent Application No. 29/130,010

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 &amp; 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

March 5, 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

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## 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. **Robert John Smith**  
of 59 Mansfield Street  
Rozelle, New South Wales, 2039  
Australia  
(**Smith**)
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. Smith and Brown are employees of Design Resource.
- B. Dalton is an employee of Eveready.
- C. 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.
- D. Brown and Smith 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**).

- E. Brown, Dalton, Smith and Design Resource will be referred to collectively as **The Assignors**.
- F. 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.
- G. 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:

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## **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**.

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## **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 Smith.

### **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.

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## **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.

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## **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.

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## **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.

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## 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.

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## 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.

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## 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.

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## Schedule - Intellectual Property

### A. Design applications

Country	Application No.	Date filed	Articles in respect of which design is registered
Australia	1043/2000	31 March 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

A. HENDERSON  
 Witness name (please print)

David Richard Dalton  
 David Richard Dalton  
30/08/2000  
 Date

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

A. Henderson  
 Witness

A. HENDERSON  
 Witness name (please print)

John Robert Brown  
 John Robert Brown  
30.8.00  
 Date

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

A. Henderson  
 Witness

A. HENDERSON  
 Witness name (please print)

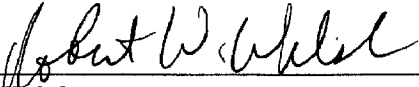
Robert John Smith  
 Robert John Smith  
30/08/00  
 Date

**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



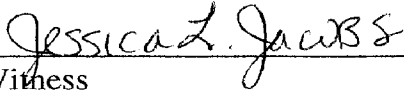
Signed sealed and delivered by  
Eveready Battery Company, Inc.  
by:



**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)

9-28-00

Date