

04-25-2001

4-1301



Attorney Docket No. 833.0024

101685393

DESIGN PATENT APPLICATION



**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

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 In re Application of  
  
 Peter SOLOMON  
  
 Serial No.: Unknown  
  
 Filed: Concurrently Herewith  
  
 Declaration signed by Peter SOLOMON,  
 first named inventor, on or about December 30,  
 2000  
  
 Title: STORAGE RACK  
 ----- X

29 140 243  
 Submission Type: NEW  
 "Express Mail" Mailing Label Number EL 71989 6994 US  
 Date of Deposit 4-13-2001  
 I hereby certify that this paper or fee is being  
 deposited with the United States Postal Service "Express  
 Mail Post Office to Addressee" service under 37 CFR  
 1.10 on the date indicated above and is addressed to the  
 Assistant Commissioner for Patents, Washington,  
 D.C. 20231 ASSIGNMENT DIVISION  
Eric Brech  
Eric Brech  
 (Signature of person mailing paper or fee)

**COVER SHEET TRANSMITTING ASSIGNMENT  
OF PATENT APPLICATION FOR RECORDING**

Commissioner of Patents and Trademarks  
Washington, DC 20231

Sir:

Please record the attached Assignment:

1. Name of conveying party (37 C.F.R. § 3.31(a)(1)):

Peter SOLOMON

2. Name and address of receiving party (37 C.F.R. § 3.31(a)(2)):

SUNHING MILLENNIUM LIMITED  
9<sup>th</sup> Floor  
Kowloon Plaza  
485 Castle Peak Road  
Kowloon, Hong Kong

( 04/18/2001 VTRUNING:00000045 29140243  
02 FC:581 40.00 DP )

3. Nature of conveyance (37 C.F.R. § 3.31(a)(3)):

- |  |   |
|--|---|
| <input checked="" type="checkbox"/> Assignment | <input type="checkbox"/> Merger         |
| <input type="checkbox"/> Security Agreement    | <input type="checkbox"/> Change of Name |
| <input type="checkbox"/> License               | <input type="checkbox"/> Other          |

Execution Date: On or about December 30, 2000

4. Patent application against which the attached Assignment is to be recorded (37 C.F.R. §§ 3.31(a)(3),(4)):

Serial No.: Unassigned  
Filed: Herewith  
Title: STORAGE RACK  
Inventor(s): Peter SOLOMON  
Attorney Docket No.: 833.0024

5. Mail correspondence concerning the attached Assignment to (37 C.F.R. § 3.31(a)(5)):

Marguerite Del Valle, Esq.  
Trademark & Patent Counselors of America, P.C.  
915 Broadway, 19th Floor  
New York, NY 10010

6. Total number of patent applications identified in this cover sheet (37 C.F.R. § 3.31(a)(6)):

1

7. Total fee (37 C.F.R. §§ 1.21(h), 3.31(a)(b)): \$40.00.

- Attached is check in the amount of \$200.00 for payment of the filing fee for the application, and the fee for recording the attached Assignment.
- Attached is check in the amount of \$40.00 for the fee for recording the attached Assignment.
- The Commissioner is hereby authorized and requested to charge U.S. Patent & Trademark Office Deposit Acct. No. 20-1439 in the amount of \$40.00 for payment of the recording fee. Attached are two additional copies of this cover sheet. MPEP § 509.01.

8. The Commissioner is hereby authorized and requested to charge the above stated fee and all other required fees, if any, in connection with this paper to U.S. Patent and Trademark Office Deposit Account No. 20-1439. Attached are two additional copies of this cover sheet. MPEP § 509.01.
9. Statement and signature (37 C.F.R. §§ 3.31(a)(9),(10)):

To the best of my knowledge and belief, the foregoing information is true and correct and the attached Assignment is the original document, or a true and correct copy thereof.

Respectfully submitted,



Date: April 13, 2001

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Eric Bleich, Reg. 47,430  
Marguerite Del Valle, Reg. No. 34,319  
TRADEMARK & PATENT COUNSELORS  
OF AMERICA, P.C.  
915 Broadway, 19th Floor  
New York, New York 10010  
(212) 387-0247  
(212) 387-0167 (fax)  
Attorneys for Applicant

Total number of pages comprising cover sheet: 3.

# ASSIGNMENT

Application No. \_\_\_\_\_

Filed \_\_\_\_\_

WHEREAS, PETER SOLOMON

of Via Tadino 50, Milano 20124, Italy

Insert Name(s)  
of Inventor(s)

(hereinafter designated as the undersigned) has (have) invented certain new and useful improvements in \_\_\_\_\_

Insert Title  
of Invention

Storage Rack

for which an application for Letters Patent of the United States of America has been executed by the undersigned

Insert Date  
of Signing of  
Application

on 30th December 2000; and

WHEREAS, SUNHING MILLENNIUM LIMITED

Insert Name  
of Assignee

Insert Address  
of Assignee

of 9/F Kowloon Plaza, 485 Castle Peak Road, Kowloon, Hong Kong

its heirs, successors, legal representatives and assigns (hereinafter designated as the Assignee) is desirous of acquiring the entire right, title and interest in and to said invention and in and to any Letters Patent(s) that may be granted therefor in the

CHECK  
ONE BOX

- (1)  United States of America only; or
- (2)  United States of America and any and all foreign countries

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) to the undersigned in hand paid, the receipt of which is hereby acknowledged, and other good and valuable consideration, the undersigned has (have) sold, assigned and transferred, and by these presents do sell, assign and transfer unto said Assignee the full and exclusive right to the said invention in:

1. the United States of America, its territories, dependencies and possessions and the entire right, title and interest in and to any and all Letters Patent(s) which may be granted therefor in the United States of America, its territories, dependencies and possessions, if box (1) above is designated;

or

2. the United States of America, its territories, dependencies and possessions and in any and all foreign countries and the entire right, title and interest in and to any and all Letters Patent(s) which may be granted therefor in the United States of America, its territories, dependencies and possessions and in any and all foreign countries, if box (2) above is designated;

and to any and all divisions, reissues, continuations and extensions thereof for the full term or terms for which the same may be granted.

The undersigned agree(s) to execute all papers necessary in connection with this application and any continuing, divisional or reissue applications thereof and also to execute separate assignments in connection with such applications as the Assignee may deem necessary or expedient.

The undersigned agree(s) to execute all papers necessary in connection with any interference which may be declared concerning this application or continuation, division or reissue thereof or Letter Patent(s) or reissue patent issued thereon and to cooperate with the Assignee in every way possible in obtaining and producing evidence and proceeding with such interference.

The undersigned agree(s) to execute all papers and documents and to perform any act which may be necessary in connection with claims or provisions of the International Convention for the Protection of Industrial Property or similar agreements.


The undersigned agree(s) to perform all affirmative acts which may be necessary to obtain a grant of a valid United States of America patent(s) or a grant of a valid United States of America and any foreign patent(s) to the Assignee and to vest all rights therein hereby conveyed to said Assignee as fully and entirely as the same would have been held by the undersigned if this Assignment and sale had not been made.

The undersigned hereby authorize(s) and request(s) the Patent and Trademark Office Officials in the United States of America and/or any and all foreign countries to issue any and all Letters Patents resulting from said application or any division or divisions or continuing or reissue applications thereof to the said Assignee, as Assignee of the entire interest, and hereby covenants that he has (they have) the full right to convey the entire interest herein assigned; and that he has (they have) not executed, and will not execute, any agreement in conflict herewith.

The undersigned hereby grant(s) the law firm of **Trademark & Patent Counselors of America, P.C.** the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the U.S. Patent and Trademark Office for recordation of this document.

The undersigned hereby covenants(s) that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment.

In witness whereof, executed by the undersigned on the date(s) opposite the undersigned name(s).

Date 30/12/2000, Name of Inventor Peter Solomon  (SEAL)  
(signature)

Date \_\_\_\_\_, Name of Inventor \_\_\_\_\_ (SEAL)  
(signature)

Date \_\_\_\_\_, Name of Inventor \_\_\_\_\_ (SEAL)  
(signature)

Date \_\_\_\_\_, Name of Inventor \_\_\_\_\_ (SEAL)  
(signature)

Date \_\_\_\_\_, Name of Inventor \_\_\_\_\_ (SEAL)  
(signature)

Date \_\_\_\_\_, Name of Inventor \_\_\_\_\_ (SEAL)  
(signature)

The execution by the inventor(s) of this assignment may be witnessed by at least two other persons who sign here.

Witness \_\_\_\_\_