

FORM PTO-1595 (modified)
(Rev. 6-93)

RECOF

06-18-2001



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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Director of the United States Patent and Trademark Office, Attention: 101752356 Attached original documents or copies thereof.

1. Name of conveying party(ies):

Brian E. Woodnorth **6-11-01**
Brian C. Bone
Heath A. Doty
Kent P. Ritzel
William Dean Ungar
Jonathan Hawley

Additional conveying party(ies) **NO**

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

Newell Operating Company
29 East Stephenson Street
Freeport, Illinois 61032

3. Nature of conveyance:
ASSIGNMENT

Execution Date:
May 7, 2001; May 8, 2001; May 9, 2001;
May 14, 2001

Additional name(s) & 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):
29/137,248

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 Todd A. Rathe June 5, 2001
Name of person signing Signature Date

Total number of pages including cover sheet, attachments, and document: **7**

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001.1019974.1

I hereby certify that this document is being deposited with the United States Postal Service as first class mail in an envelope addressed to the Assistant Commissioner for Patents, Washington, D.C. 20231, on this 6th day of June, 2001.
FOLEY & LARDNER
By Deborah A. Kaborowski
PATENT

REEL: 011890 FRAME: 0482

ASSIGNMENT AND AGREEMENT

WHEREAS, **Brian E. Woodnorth** of 6009 North Shore Drive, Whitefish Bay, Wisconsin 53217; **Brian C. Bone** of 11155 Fairbrough Court, St. Louis, Missouri 63146; **Heath A. Doty** of 7512 Dale Avenue, Richmond Heights, Missouri 63117; **Kent P. Ritzel** of 2 Silver Creek Lane, Waterloo, Illinois 62298; **William Dean Ungar** of 1200 Opal Avenue, Redondo Beach, California 90277 and **Jonathan Hawley** of Devon Cottage, Uttoxeter Road, Abbots Bromley, Staffs WS15 3EQ, England; (hereinafter referred to singly and collectively as "ASSIGNOR") have invented a certain invention entitled **PAINT BRUSH** (Atty. Dkt. No. 062759-0403) for which an application for United States Letters Patent was filed on February 16, 2001 as Application No. 29/137,248; 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 7 day of May, 2001.

Brian E. Woodnorth
BRIAN E. WOODNORTH

State of Wisconsin)
County of Milwaukee)ss.

On this 7th day of May, 2001, 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.

Carolyn Bishop
Notary Public
My Commission Expires: Oct 7, 2001

(Seal)

Atty. Dkt. No. 062759-0403

Executed this 8th day of May, 2001.

Brian Bone
BRIAN C. BONE

State of Missouri)
County of St Louis)ss.

On this 8th day of May, 2001, 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)

Barbara Clark
Notary Public
" NOTARY SEAL "
My Commission Expires 6/26/2001
Barbara Clark, Notary Public
St. Louis County, State of Missouri
My Commission Expires 6/26/2001

Executed this 8th day of MAY, 2001.

Heath A. Doty
HEATH A. DOTY

State of Missouri)
County of St Louis)ss.

On this 8th day of May, 2001, 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)

Barbara Clark
Notary Public
" NOTARY SEAL "
My Commission Expires 6/26/2001
Barbara Clark, Notary Public
St. Louis County, State of Missouri
My Commission Expires 6/26/2001

Atty. Dkt. No. 062759-0403

Executed this 8th day of May, 2001.

Kent P. Ritzel
KENT P. RITZEL

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

On this 8th day of May, 2001, 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.

Barbara Clark

Notary Public
"NOTARY SEAL"
My Commission Expires:
Barbara Clark, Notary Public
St. Louis County, State of Missouri
My Commission Expires 6/26/2001

(Seal)

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)

Executed this 14th day of May, 2001.

State of Wisconsin)
County of Milwaukee)ss.

JONATHAN HAWLEY

On this 14th day of May, 2001, before me, a notary public in and for said county, appeared JONATHAN HAWLEY, 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.

Carolyn Bishop
Notary Public

My Commission Expires: Oct 7, 2001

(Seal)