

06-22-2001

FORM PTO-1619A
Expires 06/30/99
OMB 0651-0027



U.S. Department of Commerce
Patent and Trademark Office
PATENT

101756781
RECORDATION FORM COVER SHEET
PATENTS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- ☒ New
☐ Resubmission (Non-Recordation)
 Document ID #
☐ Correction of PTO Error
 Reel # Frame #
☐ Corrective Document
 Reel # Frame #

Conveyance Type

- ☒ Assignment ☐ Security Agreement
☐ License ☐ Change of Name
☐ Merger ☐ Other

U.S. Government

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- ☐ Departmental File ☐ Secret File

Conveying Party(ies)

☐ Mark if additional names of conveying parties attached

Name (line 1)

Execution Date
Month Day Year
6 8 2001

Name (line 2)

Second Party

Name (line 1)

Execution Date
Month Day Year

Name (line 2)

Receiving Party

☐ Mark if additional names of receiving parties attached

Name (line 1)

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☐ If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment.)

Address (line 1)

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State/Country

Zip Code

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

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Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

06/21/2001 DBYRNE 00000261 D361508

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120.00 OP

PATENT
REEL: 011898 FRAME: 0700

Correspondent Name and Address

Area Code and Telephone Number

704-338-5000

Name Thomas E. Graham, Esq.

Address (line 1) Kilpatrick Stockton LLP

Address (line 2) 3500 One First Union Center

Address (line 3) 301 South College Street

Address (line 4) Charlotte, NC 28202-6001

Pages

Enter the total number of pages of the attached conveyance document including any attachments

4

Application Number(s) or Patent Number(s)

☐ Mark if additional numbers attached.

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Patent Application Number(s)

Patent Number(s)

D361,508

5,934,489

D380,961

If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named executing inventor.

Month Day Year

Patent Cooperation Treaty (PCT)

Enter PCT application number only if a U.S. Application Number as not been assigned.

PCT

PCT

PCT

PCT

PCT

PCT

Number of Properties

Enter the total number of properties involved.

3

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$ 120.00

Method of Payment:

Enclosed ☒

Deposit Account ☐

Deposit Account

Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

16-1435

Authorization to charge additional fees:

Yes ☒

No ☐

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. Charges to deposit account are authorized, as indicated herein.

Thomas E. Graham

Name of Person Signing

Signature

June 15, 2001

Date

ASSIGNMENT OF PATENTS AND PATENT APPLICATION

WHEREAS, DIMENSIONS, INC., a Pennsylvania corporation, in its individual capacity and in its capacity as General Partner of DNZ LIMITED PARTNERSHIP, a North Carolina limited partnership, in winding up the affairs of such limited partnership following dissolution, (hereinafter jointly referred to as "Assignor"), is the owner of all rights, title and interest in and to the patents and patent application identified in Schedule A; and

WHEREAS, DIMENSIONS ACQUISITION LLC, a Delaware limited liability company, (hereinafter referred to as "Assignee"), is desirous of acquiring all of Assignor's rights, title and interest in and to said patents and patent application within the United States and its territorial possessions and all foreign countries and any United States or foreign patents that may be granted therefor; and

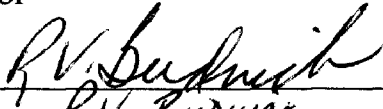
WHEREAS, in accordance with the terms of the Asset Purchase Agreement by and among Assignor, Assignee, Coats & Clark Inc., and Dimensions Holding LLC dated April 30, 2001, Assignee desires to obtain an assignment of Assignor's rights in the patents and patent application identified in Schedule A and Assignor desires to assign its rights in the patents and patent application identified in Schedule A to Assignee;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and with the intention of being legally bound hereby, Assignor does hereby sell, assign, transfer and set over unto Assignee all of Assignor's rights, title and interest in and to the patents and patent application identified in Schedule A within the United States of America and its territorial possessions and all foreign countries, and in and to any patents of the United States and all foreign countries that may be granted therefor, including all divisions, continuations, continuations-in-part, substitutes, patents of addition, reissues, reexaminations, renewals, and extensions thereof, and the right to apply for patents in foreign countries with full benefit of such priorities as may now or hereafter be granted to the Assignor by local laws or by treaty, including any international convention for the protection of industrial property, together with the right to extend the protection of said United States patents to the various territorial possessions now owned or which may be hereafter acquired by the United States of America, all said rights to be held and enjoyed by the Assignee for its use and benefit and for the use and benefit of its successors or assigns, to the full end of the term for which said patents are or may be granted, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made. Assignor hereby requests and authorizes the United States Commissioner of Patents and Trademarks, and any officials of foreign countries whose duty it is to issue patents on applications as aforesaid, to issue all said patents, when granted, in accordance with the terms of this Assignment.

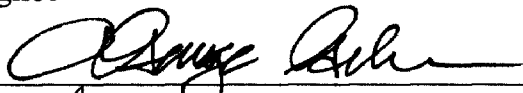
Assignor further sells, assigns and transfers to Assignee, its successors and assigns, all of Assignor's rights to sue for and to recover and retain all damages and profits arising from past infringements or unauthorized use of any such patent, or unpaid royalties with respect to use of any such patent, occurring before the date of this Assignment.

Assignor further agrees that, when requested, the Assignor will, without demanding any further consideration therefor but at the expense of the Assignee, do all lawful and just acts, including the execution and acknowledgement of instruments, that may be or become necessary for obtaining, sustaining, reexamining or reissuing United States or foreign patents for the inventions and patent application, and for maintaining and perfecting the Assignee's right to the patents and patent application particularly in cases of interference and litigation.

DIMENSIONS, INC., Individually and as General
Partner of **DNZ LIMITED PARTNERSHIP,**
Assignor

By: 
Name: R.V. BUDNICK
Title: VICE PRESIDENT

DIMENSIONS ACQUISITION LLC,
Assignee

By: 
Name: A. George Gibaux
Title: Vice Chairman

STATE OF CONNECTICUT
COUNTY OF FAIRFIELD
UNITED STATES OF AMERICA

I, Michele L. Foster, a Notary Public of the aforesaid County and State, do hereby certify that R.V. Budnick personally appeared before me this day and acknowledged that he/~~she~~ is the Vice President of DIMENSIONS, INC., a corporation organized and existing pursuant to the laws of the State of Pennsylvania, and that by authority duly given and as an act of the corporation, the foregoing instrument was signed in its name by him/~~her~~ as its Vice President, as the free act and deed of the corporation.

WITNESS MY HAND AND NOTARIAL SEAL this 8th day of June, 2001.

Michele L. Foster
Notary Public

My Commission Expires:

MICHELE L. FOSTER
Notary Public, State of Connecticut
My Commission Expires; July 31, 2003

STATE OF CONNECTICUT
COUNTY OF FAIRFIELD
UNITED STATES OF AMERICA

I, Michele L. Foster, a Notary Public of the aforesaid County and State, do hereby certify that Vice Chairman personally appeared before me this day and acknowledged that he/~~she~~ is the Vice Chairman of DIMENSIONS ACQUISITION LLC, a limited liability company organized and existing pursuant to the laws of the State of Delaware, and that by authority duly given and as an act of the corporation, the foregoing instrument was signed in its name by him/~~her~~ as its Vice Chairman, as the free act and deed of the corporation.

WITNESS MY HAND AND NOTARIAL SEAL this 8th day of June, 2001.

Michele L. Foster
Notary Public

My Commission Expires:

MICHELE L. FOSTER
Notary Public, State of Connecticut
My Commission Expires; July 31, 2003

SCHEDULE A

U.S. Patents

Issued Patents

| U.S. Patents | | |
|-----------------------|-----------|---------|
| CONTAINER | D361,508 | 8/22/95 |
| DISPLAY RACK | 5,934,489 | 8/10/99 |
| PARTITIONED CONTAINER | D380,961 | 7/15/97 |

Foreign Patent

Pending Application

| Country | Description | Patent No. | Issued |
|---------|---|------------|---------|
| DE | TWO DIMENSIONAL DECORATIVE FIGURE FOR USE AS A TOY | 20007169 | 7/20/00 |

KILPATRICK STOCKTON LLP

Attorneys at Law
3500 One First Union Center
301 South College Street
Charlotte, North Carolina 28202-6001
Telephone: 704.338.5000
Facsimile: 704.338.5125
Web site: www.kilpatrickstockton.com

THOMAS E. GRAHAM
E-mail: TGraham@KilpatrickStockton.com
Direct Dial: 704.338.5209

June 15, 2001

VIA EXPRESS MAIL ET 543 646 988 US

Commissioner for Patents
Box Assignments
Washington, D.C. 20231

Re: Patent Assignments

Dear Sir or Madam:

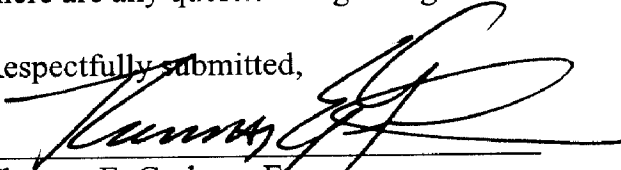
Enclosed please find the following documents:

1. Patent recordation form cover sheet;
2. Patent assignment;
3. Check in the amount of \$120.00 for the recordation fee; and
4. Stamped, self-addressed return postcard.

Please indicate receipt of this filing by stamping the enclosed postcard and returning it.
Please charge any deficiency in the *filing fee only* or credit any overpayment to Deposit Account No. 16-1435.

Please contact me at (704) 338-5209 if there are any questions regarding this submission.

Respectfully submitted,

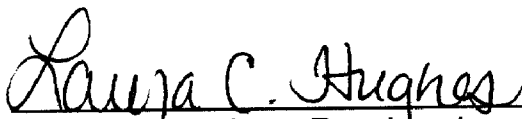

Thomas E. Graham, Esq.
Kilpatrick Stockton LLP
3500 One First Union Center
301 S. College St.
Charlotte, NC 28202-6001

6/15/01
Date

EXPRESS MAIL CERTIFICATE

"Express Mail" mailing label number : ET 543 646 988 US
Date of Deposit : June 15, 2001
Type of Document(s) : Recordation Form Cover Sheet,
Patent Assignment,
Check for \$120.00 and
return postcard

I hereby certify that the documents identified above are 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 Commissioner for Patents, BOX: ASSIGNMENTS, Washington, D.C. 20231.



Laura C. Hughes, Paralegal