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Docket No.: P1298 U.S.DEPARTMENT OF COMMERCE

112-11-52	IN 1 5 2001 🛎	PATENTS ONLY	Patent and Trademark Office
To the Honorable	ommissioner of Patent	s and Trademarks: Please record the	attached original documents or copy thereo
1. Name of convey Lyn E. Bright, S	ring party(ies):  vatoboj Otruba  of conveying party(ies) atta	B&H MAN Internal Addre	nddress of receiving party(ies): IUFACTURING COMPANY, INC. ISSS: 3461 Roeding Road
Nature of convey		· · · · · · · · · · · · · · · · · · ·	: P.O. Box 247
<ul><li>✓ Assignment</li><li>☐ Security Agree</li><li>☐ Other</li></ul>	☐ Merg	rge of Name  Additional name(s)	State: <u>CA</u> Zip: <u>95307</u>
		ers(s): w application, the execution date of the applica B. Patent	<del></del>
5. Name and address of	Ac	dditional numbers attached? ☐ Yes ⊠	No er of applications and patents involved:
Name: LaRiviere, Grubman & Payne, LLP Internal Address: Mark E. Andrews			Onc
		7. Total fee (3  □ Enclosed	7 CFR 3.41):\$ _40.00_
Street Address: P.C	D. Box 3140		
City: Monterey	State: <u>CA</u> 2	Zip: 93942 (Attach duplicate cop	y of this page if paying by deposit account)
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	t of my knowledge and i py of the original docu	belief, the foregoing information is trument.  Mark Andrews  Signature  Read 43.47	

**PATENT REEL: 011908 FRAME: 0975** 

FORM PTO-15 1-31-92 02/06/96 To the Honorable Commissioner of Patents and Trademarks. Please record the at 10-20-95 1. Name of conveying party(ies): & H Manufacturing Company, Inc., a Ca. corporation Lyn E. Bright and Svatoboj Otruba Internal Address: Additional name(s) of conveying party(ies) attached? [X] No [ ] Yes 3. Nature of Conveyance: Street Address: 3461 Roeding Road [X] Assignment [] Merger City: <u>Ceres</u> [] Security Agreement [] Change of Name [] Other\_ State: CA Zip: 95307 Additional name(s) & address(es) attached? [] Yes [X] No Execution Date: October 11 and October 12, 1995 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.(s) 08/484,154 B. Patent No.(s)

Additional numbers attached? [] Yes [X] No					
5. Name and address of party to whom correspondence concerning document should be mailed:		Total number of applications     and patents involved:     1			
Name: R. Michael Ananian, Esq.		7. Total fee (37 CFR 3.41):\$ 40.00			
Internal Address: <u>FLEHR, HOHBACH, TEST,</u> ALBRITTON & HERBERT		[X] Enclosed [ ] Authorized to be charged to deposit account			
Street Address: SUITE 3400  FOUR EMBARCADERO CENTER  City: SAN FRANCISCO		8. Deposit account number: 06-1300 Please debit any underpayment or credit any overpayment to the above deposit account.			
	Zip: <u>94111-4187</u>	Our Order No. A-51707-1/EBG/RMA  (Attach duplicate of this page if paying by deposit account)			

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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.

R. Michael Ananian, Esq. Name of Person Signing

Date

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

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Commissioner of Patents and Trademarks

**Box Assignments** 

File No. A51707-1/EBG/RMA

Washington, DC 20231

## <u>ASSIGNMENT</u>

WHEREAS, the undersigned, (1) LYN E. BRIGHT and (2) SVATOBOJ OTRUBA (hereinafter termed "Inventors"), residents of (1) Ceres and (2) Ceres respectively, Counties of (1) Stanislaus and (2) Stanislaus respectively, States of (1) California and (2) California respectively, have invented certain new and useful improvements in COMPUTER CONTROLLED LABELING MACHINE FOR APPLYING LABELS INCLUDING STRETCH LABELS AND TACTILELY SENSIBLE INDICIA ON ARTICLES and have executed an application for a United States patent disclosing and identifying the invention, and having Serial No. 08/484,154 and filing date of June 7, 1995; and

WHEREAS, B & H MANUFACTURING COMPANY, INC., a corporation of the State of CALIFORNIA having a place of business at 3461 ROEDING ROAD, CERES, CA 95307 (hereinafter termed "Assignee"), is desirous of acquiring the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered jointly or severally by said Inventors (all collectively hereinafter termed "said invention"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter termed "patents") thereon granted in the United States and foreign countries.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventors to have been received in full from said Assignee:

- 1. Said Inventors do hereby sell, assign, transfer and convey unto said Assignee, the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply for foreign patents on said invention pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on said invention in the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said applications; and (d) in and to each and every reissue or extensions of any of said patents.
- 2. Said Inventors hereby jointly and severally covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right title and interest herein conveyed in the United States and foreign countries. Such cooperation by said Inventors shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventors in providing such cooperation shall be paid for by said Assignee.

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- 3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventors, their respective heirs, legal representatives and assigns.
- 4. Said Inventors hereby jointly and severally warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, the said Inventors have executed and delivered this instrument to said Assignee this (1) 11 day of October, 1995, and (2) 12 day of October, 1995, respectively.

(1) LYN E. BRIGHT

County of Stanislaus

) ss.

State of California

.)

On this // day of October, in the year 1995, before me, Delores Brooks, Notary Public of the State of California, personally appeared (1) LYN E. BRIGHT, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature Volores Brooks

DELORES BROOKS
COMM. # 1024541
Notary Public — California
STANISLAUS COUNTY
My Comm. Expires APR 24, 1998

(Seal)

Satala HE
(2) SVATOBOJ-OTRUBA

County of Stanislaus

,) ) ss.

State of California

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On this day of October, in the year 1995, before me, Defores Brooks Notary Public of the State of California, personally appeared (2) SVATOBOJ OTRUBA, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same in his/her authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature Color Story

DELORES BROOKS
COMM. # 1024541
Notary Public — California
STANISLAUS COUNTY
My Comm. Expires APR 24, 1998

▲ Ş(Seal)

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RECORDED: 06/15/2001

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**REEL: 011908 FRAME: 0978**