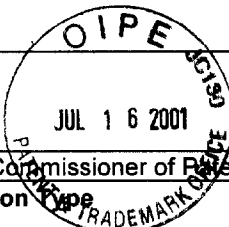



D \$



07-23-2001

101786004

U.S. Department of Commerce
Patent and Trademark Office
PATENT
Original document(s) or copy(ies).

TO: The Commissioner of Patents and Trademarks

Submission Type

☒ New

☐ Resubmission (Non-Recordation)

☐ Correction of PTO Error

Document ID #

Reel # Frame #

☐ Corrective Document

Reel # Frame #

Conveyance Type

☒ Assignment

☐ License

☐ Merger

☐ Security Agreement

☐ Change of Name

☐ Other:

Conveying Party(ies)

- David S. Smith
- Douglas A. Brand
- Vito Niosi
- Robert S. Volk
-
-

☐ Mark if Additional Names of Conveying Parties Attached

Execution Date(s)

July 2, 2001

July 2, 2001

July 2, 2001

July 2, 2001

UWD 7.16.01

Receiving Party

Name Binney & Smith Inc.

Name

Address 1100 Church Lane

Address

Address Easton Pennsylvania 18044-0431

City State/Country Zip Code

☐ Mark if Additional Names of Receiving Parties Attached

Correspondent Name and Address

John M. Augustyn

Leydig, Voit & Mayer, Ltd.

Two Prudential Plaza, Suite 4900

Chicago, Illinois 60601-6780

Telephone: (312) 616-5600

Facsimile: (312) 616-5700

Attorney Docket No. 210379

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 Numbers	Patent Numbers
09/843,537	

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 has not been assigned.

PCT	PCT	PCT
PCT	PCT	PCT

Number of Properties Enter the total number of properties involved: 1

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$40.00

Method of Payment:

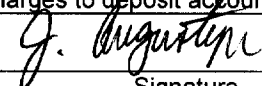
☒ Enclosed is a check in the amount of \$40.00

☐ Charge Deposit Account No. 12-1216

Authorization to Charge Additional Fees to Deposit Account No. 12-1216: ☒ 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.

John M. Augustyn		July 11, 2001
Name of Person Signing	Signature	Date

07/23/2001 6TON11 00000050 09843537

01 FC:581 40.00 DP

PATENT
REEL: 011988 FRAME: 0638

Leydig, Voit & Mayer, Ltd.
Two Prudential Plaza
Suite 4900
Chicago, Illinois 60601-6780

ASSIGNMENT

WHEREAS, WE, David S. Smith, 33 Elm Street, Hopewell, New Jersey 08525, Douglas A. Brand, of 3990 Danberry Drive, Easton, Pennsylvania 18045, Vito Niosi, 704 Frost Hollow Road, Easton, Pennsylvania 18040 and Robert S. Volk, 48 N. 18th Street, Easton, Pennsylvania 18042, respectively, have invented and own a certain invention entitled:

CRAYON WITH ERASER

for which invention we have executed an application (provisional or non-provisional) for a U.S. patent, which was filed on April 27, 2001, under U.S. Application No. 09/843,537, and

WHEREAS, Binney & Smith Inc., of 1100 Church Lane, Easton, Pennsylvania 18044-0431 (hereinafter referred to as Assignee), is desirous of acquiring the entire domestic and foreign right, title, and interest in and under the invention described in the patent application.

NOW, THEREFORE, for good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, we assign and transfer to the Assignee and the Assignee's legal representatives, successors and assigns the full and exclusive rights in and to the invention in the U.S. and every foreign country and the entire right, title, and interest in and to the patent application and other such applications (e.g., provisional applications, non-provisional applications, continuations, continuations-in-part, divisionals, reissues, reexaminations, National phase applications, including petty patent applications, and utility model applications) that may be filed in the United States and every foreign country on the invention, and the patents, extensions, or derivations thereof, both foreign and domestic, that may issue thereon, and we do hereby authorize and request the Commissioner of Patents to issue U.S. patents to the above-mentioned Assignee agreeably with the terms of this assignment document.

UPON SAID CONSIDERATION, we convey to the Assignee the right to make application in its own behalf for protection of the invention in the U.S. and countries foreign to the U.S. and to claim under the Patent Cooperation Treaty, the International Convention and/or other international arrangement for any such application the date of the U.S. application (or any other application on the invention) to gain priority with respect to other applications.

WE DO HEREBY COVENANT and agree with the Assignee that we will not execute any writing or do any act whatsoever conflicting with the terms of this assignment document set forth herein, and that we will at any time upon request, without further or additional consideration, but at the expense of the Assignee, execute such additional assignments and other writings and do such additional acts as the Assignee may deem necessary or desirable to perfect the Assignee's enjoyment of this assignment, and render all necessary assistance in making application for and obtaining original, continuation, continuation-in-part, divisional, reissued, reexamined, and National phase patents of the U.S. or of any and all foreign countries on the invention, and in enforcing any rights or choses in action accruing as a result of such applications or patents, and by executing statements and other affidavits, it being understood

that the foregoing covenant and agreement shall bind, and inure to the benefit of, the assigns and legal representatives of all parties hereto.

Date: July 2, 2001 David S. Smith
David S. Smith

STATE OF Pennsylvania)
COUNTY OF Northampton) SS:

On this 2nd day of July, 2001, before me, a Notary Public in and for said county, appeared David S. Smith, who is personally known to me to be the same person whose name is subscribed to the foregoing assignment document, and acknowledged that he/she signed and delivered the document as his/her free and voluntary act for the uses and purposes therein set forth.

Bonita M. Zucal
Notary Public

{SEAL}

My Commission Expires: Nov 15, 2004

Notarial Seal
Bonita M. Zucal, Notary Public
Forks Twp., Northampton County
My Commission Expires Nov. 15, 2004
Member, Pennsylvania Association of Notaries

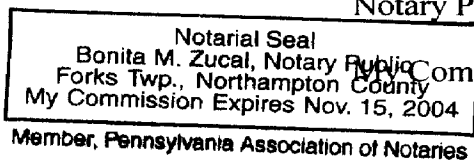
Date: July 2, 2001

Douglas A. Brand
Douglas A. Brand

STATE OF Pennsylvania)
COUNTY OF Northampton) SS:

On this 2nd day of July, 2001, before me, a Notary Public in and for said county, appeared Douglas A. Brand, who is personally known to me to be the same person whose name is subscribed to the foregoing assignment document, and acknowledged that he/she signed and delivered the document as his/her free and voluntary act for the uses and purposes therein set forth.

{SEAL}



Bonita M. Zucal
Notary Public

My Commission Expires: Nov. 15, 2004

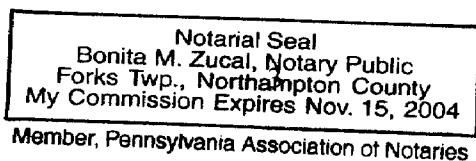
Date: July 2, 2001

Vito Niosi
Vito Niosi

STATE OF Pennsylvania)
COUNTY OF Northampton) SS:

On this 2nd day of July, 2001, before me, a Notary Public in and for said county, appeared Vito Niosi, who is personally known to me to be the same person whose name is subscribed to the foregoing assignment document, and acknowledged that he/she signed and delivered the document as his/her free and voluntary act for the uses and purposes therein set forth.

{SEAL}



Bonita M. Zucal
Notary Public

My Commission Expires: Nov. 15, 2004

Date: 7/2/01

Robert S. Volk
Robert S. Volk

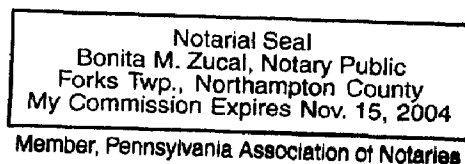
STATE OF Pennsylvania)
COUNTY OF Northampton) SS:

On this 2nd day of July, 2001, before me, a Notary Public in and for said county, appeared Robert S. Volk, who is personally known to me to be the same person whose name is subscribed to the foregoing assignment document, and acknowledged that he/she signed and delivered the document as his/her free and voluntary act for the uses and purposes therein set forth.

Bonita M. Zucal
Notary Public

{SEAL}

My Commission Expires: Nov. 15, 2004



ASSGMT-JOINT (rev. 04/05/2001)