

SEP 18 2001

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U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

LEONARD WAGNER**DANA MARSHALL**

Additional name(s) of conveying party(ies) attached?

☐ Yes ☒ No

3. Nature of conveyance:

☒ Assignment ☐ Merger☐ Security Agreement ☐ Change of Name☐ Other**MAY 19, 1998**

Execution Date:

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

1199476 ONTARIO, INC.

Name:

408 Fairview Drive

Internal Address:

Whitby, Ontario, Canada L1N 3A8**SAME AS ABOVE**

Street Address:

City: _____ State: _____ ZIP: _____

Additional name(s) & address(es) attached? ☐ Yes ☒ No

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)

08/914,087 (now U.S. Patent No. 5,774,905)

B. Patent No.(s)

D393896Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

MEREK & VOORHEES

Name:

673 South Washington Street

Internal Address:

Alexandria, Va 22314**SAME AS ABOVE**

Street Address:

City: _____ State: _____ ZIP: _____

6. Total number of applications and patents involved: 27. Total fee (37 CFR 3.41) \$ **80.00**☒ Enclosed☐ Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate of this page if paying by deposit account)

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.***David H. Voorhees****September 18, 2001**

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: 3

09/21/2001 LNUELLER 00000133 08914087

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80.00 DP

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231**PATENT**
REEL: 012166 FRAME: 0995

This Indenture

made in duplicate this 20th day of May 1998

Between

LEONARD WAGNER and DANA MARSHALL

Document
No. A-101-
1998, at
Page 1

hereinafter called the Seller OF THE FIRST PART,

and

1199476 ONTARIO INC.

hereinafter called the Buyer OF THE SECOND PART.

WHEREAS the Seller is possessed of the goods hereinafter set forth, and has contracted and agreed with the Buyer for the absolute Sale to him thereof, for the consideration hereinafter mentioned:

NOW THEREFORE THIS INDENTURE WITNESSETH, that in pursuance of the said Agreement, and in consideration of the sum of TWO-----

----- Dollars of lawful money of Canada, paid by the Buyer to the Seller at or before the sealing and delivery of this Indenture (the receipt whereof is hereby acknowledged), the Seller does bargain, sell, assign, transfer and set over unto the said Buyer

ALL THOSE goods, namely:

1. United States Patent Number Des. 393,896 dated April 28, 1998
2. Industrial Design Certificate No. 82852 dated January 9, 1998
3. United States Patent Application No. 08/914,087 Deodorant Holding Device For A Plumbing Fixture

all of which goods, being in the possession of the Seller and located at
408 Fairview Drive, Whitby, Ontario L1N 3A8

AND all the right, title, interest, property, claim and demand whatsoever of the Seller of, in, to, and out of the same, and every part thereof.

TO HOLD the said goods and every part thereof, and all the right, title and interest of the Seller therein and thereto, unto and to the use of the Buyer.

AND the Seller does hereby, covenant, promise and agree with the Buyer: THAT the Seller is now rightfully and absolutely possessed of and entitled to the said goods and every part thereof; AND that the Seller now has good right to assign the same unto the Buyer, and according to the true intent and meaning of this Indenture; AND that the Buyer, shall and may from time to time, and at all times hereafter, peaceably and quietly have, hold, possess, and enjoy the said goods and every part thereof, to and for his own use and benefit, without any manner of hindrance, interruption, molestation, claim or demand whatsoever of, from or by the Seller or any person or persons whomsoever; AND that the said goods are free and clear from all encumbrances; AND that the Buyer shall be absolutely released and discharged, or otherwise, at the cost of the Seller, from all former and other bargains, sales, gifts, grants, charges and encumbrances affecting the said goods, and the Seller hereby indemnifies the Buyer with respect thereto;

AND, that the Seller and all persons rightfully claiming, or to claim any estate, right, title or interest of, in, or to the said goods and every part thereof, shall and will from time to time, and at all times hereafter upon every reasonable request of the Buyer, but at the cost and charges of the Buyer make, do and execute, or cause or procure to be made, done and executed, all such further acts, deeds and assurances for the more effectually assigning and assuring the said goods unto the Buyer, in manner aforesaid, and according to the true intent and meaning of this Indenture, as by the Buyer, or his Counsel in the law shall be reasonably advised or required.

IT IS AGREED that this Indenture and everything herein contained shall enure to the benefit of and be binding upon the executors, administrators and assigns or successors and assigns of the parties hereto respectively.

IT IS FURTHER AGREED that wherever the singular and masculine are used throughout this Indenture, they shall be construed as if the plural or the feminine or the neuter had been used, where the context or the party or parties hereto so require, and the rest of the sentence shall be construed as if the grammatical and terminological changes thereby rendered necessary had been made.

IN WITNESS WHEREOF, the Seller has executed this Indenture

this 19th day of May, 1998.

SIGNED, SEALED AND DELIVERED

In the presence of

Edgar Wagner

Leonard Wagner
LEONARD WAGNER

Dana Marshall
DANA MARSHALL