

02-13-2002

Commissioner of Patents and Trademarks
Box: ASSIGNMENT
Washington, D.C. 20231



3, 2001

101981804

Please record the attached original document or copies for which the following particulars apply:

1. Conveying Party: Max Fairclough a/k/a Max F. Wichers

1-29-02

2. Receiving Party: Wichers Enterprises
Address: P. O. Box 465, Belort, Kansas 67420

☒ Assignee is domiciled in the United States.
☐ Assignee is not domiciled in the United States. A Designation of a Domestic Representative is attached.

3. Submission Type:

☒ New
☐ Resubmission (Non Recordation) Document ID # _____
☐ Correction in PTO Error; Reel # _____ Frame # _____
☐ Corrective Document; Reel # _____ Frame # _____

JAN 29 2002

4. Conveyance Document Type: Assignment Agreement

Date Executed: September 6, 2001 Interest Conveyed: ☒ Entire ☐ Other

5. Please record the enclosed document against the following:

☒ patent application(s) ☐ issued patent(s)

Application Serial No. 29/147,831, filed September 6, 2001, entitled SPECTACLE FRAME WITH HEADBAND SUPPORT

6. Please address all correspondence concerning recordation of this document to: Shughart, Thomson & Kilroy, P.C., Attention Marcia J. Rodgers, 120 West 12th Street, Kansas City, Missouri 64105.

7. Total number of patent(s)/application(s) involved: 1

8. ☐ Please charge Deposit Account No. 12-1660 for the recording fee of \$ _____.

9. ☒ Our check No. 348238 is enclosed to cover the recording fee of \$ 40.00.

10. ☒ The Commissioner is hereby authorized to charge any additional fees which may be required, or credit any overpayment, to Account No. 12-1660.

11. The undersigned certifies that to the best of his knowledge, all information contained herein is true and correct and any copy of documents submitted herewith is a true copy of the original documents.

Respectfully submitted,

By Marcia J. Rodgers
Marcia J. Rodgers
Reg. No. 33,765

Total number pages submitted: 3

120 West 12th Street
Kansas City, Missouri 64105
(816) 421-3355

02/12/2002 DBYRNE 00000164 29147831

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40.00 DP

ASSIGNMENT AGREEMENT

On the date shown below, and for good and valuable consideration the receipt of which I acknowledge, I made the following assignment and promises to Wichers Enterprises ("Assignee"), a Kansas corporation having a principal place of business at 527 Roosevelt, Beloit, Kansas 67420, in connection with my invention of a new, original, Design for Spectacle Frame with Headband Support ("Invention").

I assign, transfer, and convey to Assignee the entire right, title and interest in and to

- (a) the Invention;
- (b) all applications for United States Letters Patent which may be filed with respect to the invention;
- (c) any Letters Patent issued pursuant to, or as a result of, the application referenced above;
- (d) all applications for Letters Patent, or similar legal protection, which may be filed in any country or countries foreign to the United States with respect to the Invention;
- (e) all Letters Patent which may be granted for the Invention in any country or countries foreign to the United States; and
- (f) all extensions, renewals, reissues, divisions, and continuations (or their legal equivalents) of any applications or Letters Patent referred to above.

2. I authorize and request the Commissioner of Patents and Trademarks of the United States, and any official of any country or countries foreign to the United States whose duty it is to issue patents or similar legal protection on applications, to issue to Assignee all Letters Patent or similar legal protection for the Invention or improvements.

3. I agree that, upon the request of Assignee, I will

- (a) execute any and all divisional and renewal applications for the Invention or improvements;
- (b) execute any supplemental oath relating to the Invention or improvements;
- (c) execute any application for reissue or extension of any Letters Patent that may be granted upon the application;

- (d) cooperate to the best of my ability in connection with any Interference proceeding, including but not limited to, cooperation in connection with preparing the preliminary statement and giving and producing evidence in support of such preliminary statement;
- (e) perform any and all affirmative acts to obtain Letters Patent and vest all right in such Letters Patent in Assignee; and
- (f) perform such additional acts as Assignee may deem necessary or expedient in connection with any of the matters stated above.

4. I covenant and warrant that as of the date of this Assignment Agreement, I am the true and lawful owner of the entire right, title, and interest in the Invention, application for Letters Patent, and any Letters Patent which may issue under said application, and have the full right and power to convey the same; that the same are free and clear of all liens, charges and encumbrances whatsoever; and that I have not executed and will not execute any agreement in conflict with this Assignment Agreement.

5. This Assignment Agreement is binding upon, shall inure to the benefit of, and shall be performed by the parties named, their heirs, administrators, legal representatives, successors and assigns.

Dated this 6 day of SEPT, 2001.

Max F. Wickers

Max F. Wickers, Inventor

A/K/A Max Fairclough

STATE OF) NORTHAMPTON
COUNTY OF) ENGLAND -

On this 13th day of SEPTEMBER, 2001 before me, a Notary Public in and for the above ~~State and County~~, personally appeared Max F. Wickers, ~~known to me to be the person whose name is subscribed to the foregoing instrument, and he acknowledged the same to be his free act and deed.~~ HAVING FIRST IDENTIFIED HIMSELF TO ME TO MY SATISFACTION.

Notary Public

My Commission ~~Expires~~ IS
FOR LIFE

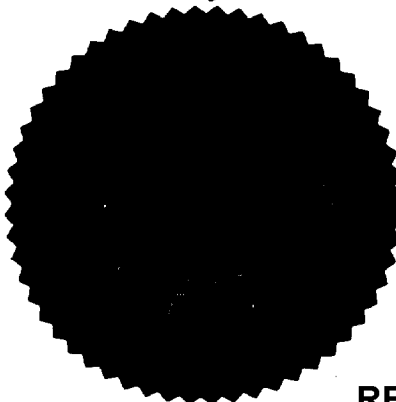
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STATE of KANSAS PRODUCED

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RECORDED: 01/29/2002



CHRISTOPHER VAUGHAN NOTARY PUBLIC

OLD CHURCH CHAMBERS

SANDHILL ROAD

ST JAMES NORTHAMPTON

TELEPHONE +44 01604 751111

FAX +44 01604 751111

PATENT

REEL: 012558 FRAME: 0644