Form **PTO-1595**

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OMB No. 0651-0027 (exp. 5/31/2002)



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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office Washington, D.C. 20231 **Box ASSIGNMENT**

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof 2. Name and address of receiving party(ies) 1. Name of conveying party(ies): Steffen Koury and 8.29.02 Name: BEROL CORPORATION Paul Metaxatos A Delaware corporation Street Address: Additional name(s) of conveying party(ies) x No Yes attached? 29 East Stephenson Street 3. Nature of Conveyance: x Assignment Merger Security Agreement Change of Name City: Freeport Other Zip: 61032 State: Additional name(s) & August 15, 2002 and August 15, No address(es) attached: **Execution Date:** 2002 4. Application number(s) or patent number(s): B. Patent No.(s): A. Patent Application No.(s): 29/162,325 filed on June 12, 2002 Additional numbers attached? Yes 5. Name and address of party to whom correspondence Total number of applications and concerning document should be mailed: patents involved: James P. Zeller Name: 7. Total fee (37 CFR 3.41) 40.00 MARSHALL, GERSTEIN & BORUN Client/Matter No.: 29499/PM462 x Enclosed Street Address: Authorized to be charged to deposit account Authorized to be charged to credit card 6300 Sears Tower 233 S. Wacker Drive (Form 2038 enclosed) 8. Deposit account number: City: State: Zip: 13-2855 60606-6357 Chicago (Attach duplicate copy of this page if paying by deposit account) DO NOT USE THIS SPACE 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. James P. Zeller - 28,491 Name of Person Signing Total number of pages including cover sheet, attachments, and documents:

08/30/2002 GTDN11 00000122 29162325

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40.00 OP

PATENT REEL: 013230 FRAME: 0784

ASSIGNMENT

Serial No: 29/162,325

Filed: June 12, 2002

Title: Cap for a Writing Instrument

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby assign to Berol Corporation (hereinafter "assignee"), its successors and assigns, the entire right, title and interest in the invention or improvements of the undersigned disclosed in the aboveidentified application for Letters Patent of the United States, and in said application and all other applications which the undersigned may file, both United States and foreign, either solely or jointly with others, on said invention or improvements (except for applications for this invention, design or improvements filed under the Hague Agreement Concerning the International Deposit of Industrial Designs), and in any and all Letters Patent of the United States and design registrations in foreign countries, which may be obtained on any of said applications, and in any reissue or extension thereof (except for design registrations in countries that are members of the Hague Union).

The undersigned hereby authorize and request the Commissioner of Patents and Trademarks to issue said Letters Patent to said assignee.

The undersigned warrant themselves to be the owners of the interest herein assigned and to have the right to make this assignment and further warrant that there are no outstanding prior assignments, licenses, or other rights in the interest herein assigned, provided, however, rights for this invention or design in countries that are members of the Hague Union may have been conveyed from the undersigned to Sanford GmbH.

For said consideration the undersigned hereby agree, upon the request and at the expense of said assignee, its successors and assigns, to execute any and all divisional, continuation, continuation-in-part and substitute applications for said invention or improvements filed in the U.S., and any necessary oath or affidavit relating thereto, and any application for the reissue or extension of any Letters Patent that may be granted upon said application, and any and all applications and other documents for design registrations in foreign countries, other than countries that are members of the Hague Union, on said design or improvements, that said assignee, its successors or assigns, may deem necessary or expedient, and for said consideration the undersigned further agree upon the request of said assignee, its successors or assigns, in the event of any application or Letters Patent or design registrations assigned herein becoming involved in interference, to cooperate to the best of the ability of the undersigned with said assignee, its successors or assigns, in the matters of preparing and executing the preliminary statement and giving and producing evidence in support thereof, the undersigned hereby agreeing to perform, upon request, any and all affirmative acts to obtain said Letters Patent and design registrations, both United States and foreign, and vest all rights therein hereby conveyed in said assignee, its successors and assigns, whereby said Letters Patent and design registrations will be held and enjoyed by said assignee, its successors and assigns, to the full end of the term for which said Letters Patent and design registrations may be granted as fully and entirely as the same would have been held and enjoyed by the undersigned if this assignment and sale had not been made.

REEL: 013230 FRAME: 0785

WITNESS my hand this
Steffen Koury
State of}
State of
On this
WITNESS my hand and seal the same day and year last above given.
My Commission Expires: Karta Karta Allandary Public Notary Public
WITNESS my hand this
State of MA SS County of SUPPORT SS
On this
My Commission Expires: Kather Athynis Notary Public Notary Public

RECORDED: 08/29/2002

PATENT REEL: 013230 FRAME: 0786