

10-31-2002

Form PTO-1595
(Rev. 03/01)

RE



U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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

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

1. Name of conveying party(ies):

CLEMENTS Jehan

10-23-02

2. Name and address of receiving party(ies)

Name: J. S. Clements Corporation

Internal Address: _____

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other _____

Street Address: 42 Riverview Avenue

City: Tarrytown State: NY Zip: 10591

Execution Date: 10/04/02

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) _____

B. Patent No.(s) 5,713,743;
6,210,172

Additional numbers attached? Yes No

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

Name: ~~Christopher E. Chilson, Esq.~~

John M. Griem, Jr.,

Internal Address: _____

Street Address: Milbank, Tweed, Hadley & McCloy

1 Chase Manhattan Plaza

City: New York State: NY Zip: 10005-1314

6. Total number of applications and patents involved: 2

7. Total fee (37 CFR 3.41).....\$ 80.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

13-3250

RECORDED
OCT 12 2002
FINANCE SECTION

DO NOT USE THIS SPACE

9. Signature.

John M. Griem, Jr., Reg. # 40,005

Name of Person Signing

Signature

October 18, 2002

Date

Total number of pages including cover sheet, attachments, and documents: 5

10/30/2002 LMUELLER 00000296 5713743

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

01 FC:8021

80.00 JP

PATENT
REEL: 13417 FRAME: 0865

PATENT ASSIGNMENT AGREEMENT

This Patent Assignment Agreement ("Agreement") is entered into, effective as of the Effective Date, between Jehan Clements ("Clements"), an individual residing at 42 Riverview Avenue, Tarrytown, NY 10591, and J.S. Clements Corp. ("Clements Corp."), a corporation having a principal place of business at 42 Riverview Avenue, Tarrytown, New York 10591

WITNESSETH:

WHEREAS, Clements, Christopher S. Frey, Albert D'Alisa, Jacqueline Alger, and Frank A. Pipala have agreed to form a New York Corporation for the purpose of marketing and commercializing certain patent rights owned by Clements (the "Patents"), which Corporation has now been formed; and

WHEREAS, In exchange for a majority ownership of the new Corporation received by Clements, Clements has agreed to, and now desires to transfer and assign to, Clements Corp., all of Clements' right, title and interest in and to the Patents; and

WHEREAS, In the event of dissolution of the Company for any reason, the owners of the new Corporation have agreed that the Patents will automatically be assigned back to Clements and all the Corporation's rights and obligations under any then-existing license to the Patent will be transferred to and assumed by Clements.

NOW, THEREFORE, for the mutual promises herein and other such good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE I
DEFINITIONS

1.1 "Effective Date" shall be the first date on which both Parties have executed this Agreement.

1.2 "Patents" shall mean the issued patents listed in Exhibit A, the inventions and equivalents set forth therein, and all improvements thereof, all divisions, renewals, and continuations thereof, all patents which may be granted thereon and all reissues and extensions thereof; and all applications for industrial property protection, including, without limitation, all applications for patents, utility models, and designs which have been or shall be filed hereafter in any country or countries foreign to the United States based on any of the Patents, inventions and equivalents, and improvements thereof, together with the right to file any such application and the right to claim for the same, the priority rights derived from the Patents under the Patent Laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all forms of industrial property protection, including, without limitation, patents, utility models, inventors' certificates and designs which may be granted for the inventions and equivalents, and improvements thereof in any country or countries foreign to the United States and all extensions, renewals and reissues thereof.

ARTICLE II
ASSIGNMENT OF PATENTS TO CLEMENTS CORP.

2.1 Clements hereby sells and assigns to Clements Corp., and Clements Corp. hereby accepts the sale and assignment of, all of Clements' right, title and interest in and to the Patents; and all rights to sue for infringement thereof, including but not limited to the right to sue for past infringement.

2.2 Clements hereby authorizes and requests 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 other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to Clements Corp., in accordance with the terms of this instrument.

ARTICLE III

OBLIGATIONS OF CLEMENTS CORP.

3.1 No Assignment of Patents

3.1.1 Clements Corp. shall not assign the Patents to any third party or affiliate without the prior written consent of Clements.

3.2 Patent Prosecution

3.2.1 Clements Corp. shall be responsible for the maintenance and further prosecution, if necessary, of the Patents, in consultation with Clements. Clements shall cooperate with such prosecution and maintenance, and shall execute upon request such papers as are required to allow Clements Corp. to prosecute and maintain the Patents. Clements Corp. shall from time to time, and upon request, inform Clements of the status of prosecution and maintenance of the Patents. Clements Corp. shall bear the costs of prosecution and maintenance of the Patents.

3.2.2 Clements shall promptly disclose to Clements Corp. any improvements or other technology which they may develop and which would be considered as within the Patents licensed hereunder. Clements Corp. shall then have the right, but not the obligation, to have a patent application directed to such improvement or technology prepared and filed. Such application shall be included within the Patents.

3.2.3 In the event Clements Corp. decides to discontinue prosecuting or maintaining any of the Patents, it shall so inform Clements. Clements, at his election and cost, shall be assigned such patent by Clements Corp, and shall have the option to continue prosecuting or maintaining such Patent.

3.3 Infringement

3.3.1 If either Party learns that a third party is infringing any of the Patents, the Party with knowledge shall promptly notify the other Party in writing.

3.3.2 Clements Corp. shall be responsible, at its cost, for policing and taking appropriate steps to stop or resolve any infringement of the Patents. Clements agrees to provide reasonable assistance to Clements Corp. in taking such steps.

3.4 Assignment Back To Clements

3.4.1 If Clements Corp should dissolve for any reason, then the Patents shall be and hereby are deemed to be reassigned back to Clements on the date of such dissolution, together with all rights to sue for infringement thereof, including but not limited to the right to sue for past infringement.

ARTICLE IV
MISCELLANEOUS

4.1 No Assignment of Agreement

4.1.1 Neither this Agreement nor any interest hereunder shall be assignable by either Party by operation of law or otherwise without the prior written consent of the other. This Agreement shall be binding upon the successors and assigns of the Parties and the name of a Party appearing herein shall be deemed to include the names of such Party's successors and assigns to the extent necessary to carry out the intent of this Agreement. Any assignment not in accordance with this Section 4.1 shall be void.

IN WITNESS WHEREOF, Clements and Clements Corp. have caused their duly authorized representatives to execute this Patent Assignment Agreement.



Jehan Clements

Date: 10/4/02
J. S. Clements Corporation
By: 
Name: Jehan Clements
Title: Majority Share Holder
Date: 10/4/02

EXHIBIT A

PATENT	PATENT NO.	ISSUE DATE
1. Storytelling Flip-Over Picture Book and Method of Providing and Presenting a Story	5,713,743	February 3, 1998
2. Do-It-Yourself Storytelling Book	6,210,172	April 3, 2001

Certificate of Mailing under 37 CFR 1.8

I hereby certify that this correspondence is being deposited with the United States Postal Service with sufficient postage as first class mail in an envelope addressed to:

Assistant Commissioner for Patents
Washington, D.C. 20231

on October 18, 2002.

Date


Signature

Hildere Jean-Louis

Typed or printed name of person signing Certificate

Note: Each paper must have its own certificate of mailing, or this certificate must identify each submitted paper.

Recordation Form Cover Sheet
Original Executed Assignment
A check in the amount of \$80.00

02013-06034 (Clements)

Burden Hour Statement: This form is estimated to take 0.03 hours to complete. Time will vary depending upon the needs of the individual case. Any comments on the amount of time you are required to complete this form should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, Washington, DC 20231. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Assistant Commissioner for Patents, Washington, DC 20231.