

11-08-2002

Docket No.: SP-1554.1 US

FORM PTO-1595 (Modified)
(Rev. 03-01)
OMB No. 0651-0027 (exp. 5/31/2002)
P08A/REV03



R SHEET

U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

-Y

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Tab settings → → → ▼

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

1. Name of conveying party(ies):

David R. Dalton
Michael Squires
Timothy J. Rugendyke
Design Resource Australia Pty Ltd

11.402

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

Name: Eveready Battery Company, Inc.

Address: 25225 Detroit Road

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

3. Nature of conveyance:

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other

City: Westlake State/Prov.: OH

Country: US ZIP: 44145

Execution Date: May 15, 2002

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

4. Application number(s) or patent numbers(s):

If this document is being filed together with a new application, the execution date of the application is:

Patent Application No. Filing date

B. Patent No.(s)

29/164,021

July 17, 2002

Additional numbers attached? ☐ Yes ☒ No

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

Name: Robert W. Welsh

Registration No. 31,687

Address: 25225 Detroit Road

11/08/2002 LMUELLER 00000015 051325 29164021

01 FC:0021 40.00 CH

City: Westlake State/Prov.: OH

Country: US ZIP: 44145

6. Total number of applications and patents involved: 1

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

☐ Enclosed - Any excess or insufficiency should be credited or debited to deposit account☒ Authorized to be charged to deposit account

8. Deposit account number:

05-1325

(Attach duplicate copy 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.

Robert W. Welsh

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: 11

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments

PATENT
REEL: 013459 FRAME: 0028

Assignment

David Richard Dalton

Michael Squires

Timothy James Rugendyke

Design Resource Australia Pty Ltd

ACN 003 178 300

and

Eveready Battery Company, Inc.

Freehills

Carter Smith Beadle

MLC Centre Martin Place Sydney New South Wales 2000 Australia
Telephone 61 2 9225 5777 Facsimile 61 2 9322 4000

www.freehills.com.au DX 361 Sydney

SYDNEY MELBOURNE

Reference 80248705, 80248415, 80248420

PATENT
REEL: 013459 FRAME: 0029

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This deed of assignment

is made on 29th April 2002 between the following parties:

1. **David Richard Dalton**
of 19 Stonecrop Road
Turramurra, New South Wales, 2074
Australia
(Dalton)
2. **Michael Squires**
of 285 Morrison Road
Ryde, NSW 2112
Australia
(Squires)
3. **Timothy James Rugendyke**
of 4/98 Croydon Street
of Lakemba, New South Wales, 2195
Australia
(Rugendyke)
4. **Design Resource Australia Pty Ltd**
ACN 003 178 300
of 62 Atchison Street
Crows Nest, New South Wales, 2065
Australia
(Design Resource)
5. **Eveready Battery Company, Inc.**
of 800 Chouteau Avenue
St Louis, Missouri, 63102
United States of America
(Eveready)

Recitals

- A. Squires and Rugendyke are employees of Design Resource.
- B. Dalton is an employee of Eveready.
- C. Design Resource was engaged by Eveready to design articles and products and invent inventions on Eveready's behalf on the condition that all rights, including patent and utility model rights for inventions, design rights for articles, copyright in respect of drawings, and all other intellectual property rights, once created would be owned by and assigned to Eveready, and that all patent, utility model, design and other intellectual property right applications would be filed in the name of Eveready.
- D. Squires and Rugendyke in the course of their employment with Design Resource and Dalton in the course of his employment with Eveready, are the co-designers, co-authors and co-inventors of the designs and of the of the inventions and other associated rights described in the schedule to this deed (Intellectual Property).

- E. Squires, Rugendyke, Dalton and Design Resource will be referred to collectively as **The Assignors**.
- F. The Assignors each wish to confirm that any right, title and interest they have in respect of the Intellectual Property, was owned by Eveready at the time of filing of the design and patent applications listed in the schedule to this deed.
- G. The Assignors each wish to assign to Eveready the right, title and interest they have, if any, in the Intellectual Property, including any right to claim convention priority and the right to file applications for patents, designs, utility models, registration of copyright or any other intellectual property in respect of the Intellectual Property together with all common law and intellectual property rights therein including but not limited to copyright, free from all encumbrances.

This deed witnesses

that in consideration of, among other things, the payment by Eveready to each of the Assignors of A\$1, the receipt and sufficiency of which is acknowledged, the parties agree:

1 Assignment

- (a) The Assignors assign to Eveready:
 - (1) all of the Assignors' interest in the Intellectual Property; and
 - (2) the right to sue for damages and other remedies in respect of any infringement of the Intellectual Property which may have occurred before this assignment.
- (b) This assignment is effective on the date of this deed.

2 Assignors' warranties

2.1 General

The Assignors give the warranties in this clause 2 to Eveready

2.2 Original creations

The artistic works described in the schedule to this deed are original creations of Dalton, Squires and Rugendyke.

2.3 Use and infringement

As far as the Assignors are aware:

- (a) use or other exploitation of the Intellectual Property on or after the effective date of this assignment by or with the permission of the Assignee will not infringe the rights of any other person; and
- (b) no person is infringing or threatening to infringe, or has previously infringed, any of the Intellectual Property.

2.4 No material adverse effect

The Assignors are not aware of any circumstances which might have a material adverse effect on:

- (a) Eveready's ability to further assign or otherwise deal with the Intellectual Property; or
- (b) the validity of any registered design or design application forming part of the Intellectual Property.

2.5 Entitled to deal

The Assignors are entitled to assign the Intellectual Property in the manner provided in this deed.

3 Assignors' indemnity

The Assignors indemnify Eveready in respect of any claim, action, damage, loss, liability, cost, charge, expense, outgoing or payment which Eveready pays, suffers, incurs or is liable for, arising out of a breach by the Assignors of any warranty or covenant contained in this deed.]

4 Assignors' acknowledgments

The Assignors acknowledge that:

- (a) Eveready may alter or vary the artistic works described in the schedule to this deed in any manner without the Assignors' consent
- (b) Eveready may use or apply the artistic works referred to in clause 4(a) without any attribution of authorship; and
- (c) this assignment is not limited to particular versions of artistic works or to designs in any particular colour.

5 Registering this assignment and further action

- (a) Eveready must pay any fees or costs in relation to registering this assignment.
- (b) The Assignors must execute any documents and do any other things that Eveready reasonably requests to:
 - (1) enable Eveready to have its ownership of the Intellectual Property registered in any appropriate registry;
 - (2) enable Eveready to file or prosecute in its name any application for a design or other registration forming part of or relating to the Intellectual Property, whether in Australia or in any other country; and
 - (3) give effect to the terms of this deed.

6 Assignors' undertakings

The Assignors must not:

- (a) challenge or oppose, or assist a person to challenge or oppose, any application by Eveready for a design or other registration forming part of or relating to the Intellectual Property, whether in Australia or in any other country; or
- (b) assist any other person in challenging or impugning the validity of:
 - (1) the Intellectual Property; or
 - (2) a design or other registration granted to the Assignee relating to the Intellectual Property; or
- (c) take any other action to invalidate, put in dispute or impair in any way Eveready's interest in or use or exploitation of the Intellectual Property.

7 Assignors must deliver materials

- (a) The Assignors must deliver to Eveready on request all artistic works, designs, certificates, title documents, technical information and records relating to the Intellectual Property.
- (b) The Assignors must deliver to Eveready the results of any searches carried out by or on behalf of the Assignors, for the purpose of assessing the patentability of any of the inventions disclosed in the specification associated with Item B of the attached schedule.

8 Governing law and jurisdiction

- (a) This deed is governed by the laws of New South Wales.
- (b) Each party irrevocably submits to the non-exclusive jurisdiction of the courts of New South Wales.

9 General

- (a) A variation of the terms of this deed must be in writing and signed by the parties.
- (b) In this deed, unless the context otherwise requires:
 - (1) headings and boldings are for convenience only and do not affect the interpretation of this deed;
 - (2) words importing the singular include the plural and vice versa;
 - (3) a reference to a person includes a corporation; and
 - (4) a reference to a person includes that person's successors and legal personal representatives.

Schedule - Intellectual Property

A. Design applications

Country	Application No.	Date filed	Articles in respect of which design is registered
Australia	210/2002	25 January 2002	A flashlight [Standard SuperCharge]
Australia	213/2002	25 January 2002	A flashlight [Pocket SuperCharge-US]
Australia	215/2002	25 January 2002	A flashlight [Pocket SuperCharge-non US]

B. Patent applications

Country	Application No.	Date filed	Articles in respect of which design is registered
Australia	PS0850		A rechargeable flashlight [SuperCharge]

C. Priority rights


The Assignor's rights to claim priority under any applicable international convention for design applications relating to the designs the subject of A and B above.

D. Copyright

All copyright and other rights or forms of protection of a similar nature which may subsist anywhere in the world in every drawing which depicts the design that is the subject of A above and or the inventions the subject of B above without limitation to drawings which have been used in the Design Applications and the Patent Applications.

Executed as a deed:

**Signed sealed and delivered by
David Richard Dalton**

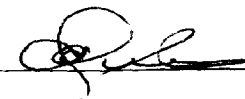


David Richard Dalton

15/05/2002

Date

**Signed sealed and delivered by
Michael Squires**

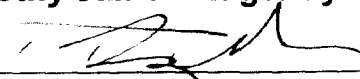


Michael Squires

13.05.02.

Date

**Signed sealed and delivered by
Timothy James Rugendyke**




Timothy James Rugendyke

13/05/02

Date

in the presence of:



Witness

MICHAEL SQUIRES

Witness name (please print)

in the presence of:



Witness

ROBERT SMITH

Witness name (please print)

in the presence of:




Witness

MICHAEL SQUIRES

Witness name (please print)

**The common seal of
Design Resource Australia Pty Ltd
ACN 003 178 300**

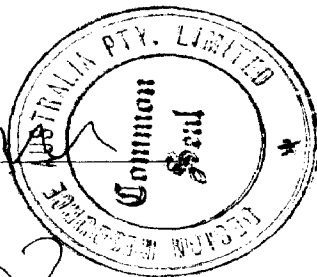
is fixed to this document
in the presence of:



John Robert Brown
Managing Director

13.05.02

Date sealed



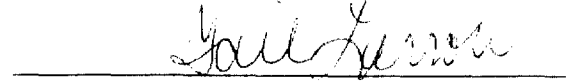
**Signed sealed and delivered by
Eveready Battery Company, Inc.**

by:

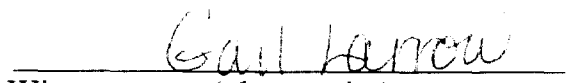


Robert Welsh

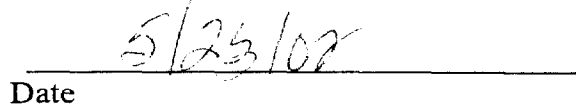
Director of Patents and Chief Patent Counsel for Eveready Battery Company, Inc.



Witness



Witness name (please print)



Date