

01-30-2003

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PATENT

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Submission Type

- ☒ New
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 Document ID #
☐ Correction of PTO Error
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Conveyance Type

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

Conveying Party(ies)

1. James A. McGillivray
2. Burke E. Landis
3. Vito Niosi
- 4.
- 5.
- 6.

Execution Date(s)

December 19, 2002
 December 20, 2002
 December 19, 2002

☐ Mark if Additional Names of Conveying Parties Attached

Receiving Party

Name Binney & Smith Inc.

Name

Address 1100 Church Lane

Address

Address Easton

City

Pennsylvania

State/Country

18044-0431

Zip Code

☐ Mark if Additional Names of Receiving Parties Attached

Correspondent Name and Address

John M. Augustyn
 Leydig, Voit & Mayer, Ltd.
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 Chicago, Illinois 60601-6780

Telephone: (312) 616-5600
 Facsimile: (312) 616-5700
 Attorney Docket No. 218564

Pages Enter the total number of pages of the attached conveyance document including any attachments: 3

Application Number(s) or Patent Number(s)

☐ Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Patent Application Numbers			Patent Numbers		

If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named executing inventor.

Month Day Year
 12 19 2002

Patent Cooperation Treaty (PCT)

Enter PCT application number only if a U.S. Application Number has not been assigned.

PCT	PCT	PCT
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Number of Properties

Enter the total number of properties involved:

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

Method of Payment:

- ☐ Enclosed is a check in the amount of
☒ Charge Deposit Account No. 12-1216

Authorization to Charge Additional Fees to Deposit Account No. 12-1216: ☒ Yes ☐ No

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. Charges to deposit account are authorized, as indicated herein.

John M. Augustyn

Name of Person Signing

Signature

January 22, 2003

Date

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 29/174673

01/22/03

PATENT
 REEL: 013696 FRAME: 0104

Leydig, Voit & Mayer, Ltd.
Two Prudential Plaza
Suite 4900
Chicago, Illinois 60601-6780

ASSIGNMENT

WHEREAS, WE, James A. McGillivray, of 505 Buck Ridge Drive, Stroudsburg, Pennsylvania 18360, Burke E. Landis, of 2750 Chestnut Lane, Easton, Pennsylvania 18040, and Vito Niosi, of 704 Frost Hollow Road, Easton, Pennsylvania 18040, respectively, have invented and own a certain invention entitled:

PENCIL CASE

for which invention we have executed an application (provisional or non-provisional) for a U.S. patent, which was filed on _____, under U.S. Application No. _____, and

WHEREAS, Binney & Smith Inc., of 1100 Church Lane, Easton, Pennsylvania 18044-0431 (hereinafter referred to as Assignee), is desirous of acquiring the entire domestic and foreign right, title, and interest in and under the invention described in the patent application.

NOW, THEREFORE, for good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, we assign and transfer to the Assignee and the Assignee's legal representatives, successors and assigns the full and exclusive rights in and to the invention in the U.S. and every foreign country and the entire right, title, and interest in and to the patent application and other such applications (e.g., provisional applications, non-provisional applications, continuations, continuations-in-part, divisionals, reissues, reexaminations, National phase applications, including petty patent applications, and utility model applications) that may be filed in the United States and every foreign country on the invention, and the patents, extensions, or derivations thereof, both foreign and domestic, that may issue thereon, and we do hereby authorize and request the Commissioner of Patents to issue U.S. patents to the above-mentioned Assignee agreeably with the terms of this assignment document.

WE HEREBY AUTHORIZE the Assignee to insert in this assignment document the filing date and application number of the application if the date and number are unavailable at the time this document is executed.

UPON SAID CONSIDERATION, we convey to the Assignee the right to make application in its own behalf for protection of the invention in the U.S. and countries foreign to the U.S. and to claim under the Patent Cooperation Treaty, the International Convention and/or other international arrangement for any such application the date of the U.S. application (or any other application on the invention) to gain priority with respect to other applications.

WE DO HEREBY COVENANT and agree with the Assignee that we will not execute any writing or do any act whatsoever conflicting with the terms of this assignment document set forth herein, and that we will at any time upon request, without further or additional consideration, but at the expense of the Assignee, execute such additional assignments and other writings and do such additional acts as the Assignee may deem necessary or desirable to perfect the Assignee's enjoyment of this assignment, and render all necessary assistance in making application for and obtaining original, continuation, continuation-in-part, divisional, reissued,

reexamined, and National phase patents of the U.S. or of any and all foreign countries on the invention, and in enforcing any rights or choses in action accruing as a result of such applications or patents, and by executing statements and other affidavits, it being understood that the foregoing covenant and agreement shall bind, and inure to the benefit of, the assigns and legal representatives of all parties hereto.

IN WITNESS WHEREOF, we have hereunder set our hands on the dates shown below.

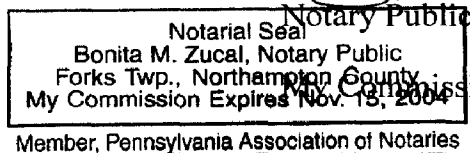
Date 12-19-02

James A. McGillivray
James A. McGillivray

STATE OF Pennsylvania
COUNTY OF Northampton

On this 19th day of December, 2002, before me, a Notary Public in and for said county, appeared James A. McGillivray, who is personally known to me to be the same person whose name is subscribed to the foregoing assignment document, and acknowledged that he/she signed and delivered the document as his/her free and voluntary act for the uses and purposes therein set forth.

{SEAL}



Bonita M. Zucal
Notary Public
My Commission Expires: Nov. 15, 2004

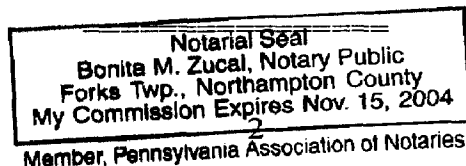
Date 12/20/02

Burke E. Landis
Burke E. Landis

STATE OF Pennsylvania
COUNTY OF Northampton

On this 20 day of December, 2002, before me, a Notary Public in and for said county, appeared Burke E. Landis, who is personally known to me to be the same person whose name is subscribed to the foregoing assignment document, and acknowledged that he/she signed and delivered the document as his/her free and voluntary act for the uses and purposes therein set forth.

{SEAL}



Bonita M. Zucal
Notary Public
My Commission Expires: Nov. 15, 2002

Date 12-19-02

Vito Niosi
Vito Niosi

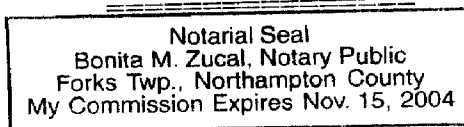
STATE OF Pennsylvania
COUNTY OF Northampton

On this 19th day of December, 2002, before me, a Notary Public in and for said county, appeared Vito Niosi, who is personally known to me to be the same person whose name is subscribed to the foregoing assignment document, and acknowledged that he/she signed and delivered the document as his/her free and voluntary act for the uses and purposes therein set forth.

Bonita M. Zucal
Notary Public

{SEAL}

My Commission Expires: Nov 15 2004



Member, Pennsylvania Association of Notaries