

ASSIGNMENT

Serial No: 29/169,863

Filed: October 28, 2002

Title: Clip for a writing instrument

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby assigns 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 above-identified 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 authorizes and requests the Commissioner of Patents and Trademarks to issue said Letters Patent to said assignee.

The undersigned warrant himself to be the owner 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 agrees, 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 agrees 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.

MARSHALL, GERSTEIN & BORUN, 6300 Sears Tower, 233 South Wacker Drive, Chicago, Illinois 60606-6357

Sole Inventor

WITNESS my hand this 31 day of JANUARY, 2003

Jeffrey A. Kennedy
Jeffrey A. Kennedy

State of Illinois }
County of Kane } SS

On this 31st day of January, 2003 before me, a Notary Public in and for the County and State aforesaid, appeared Jeffrey A. Kennedy, to me personally known to be the same person whose name is subscribed to the foregoing instrument, and acknowledged that he executed said instrument as his free and voluntary act and for the uses and purposes therein expressed.

WITNESS my hand and seal the same day and year last above given.

My Commission Expires: Marilyn L Christianson
Notary Public
6-15-06

