Form **PTO-1595**

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

RE (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) 102373680 **Box ASSIGNMENT** To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof 1. Name of conveying party(ies): Name and address of receiving party(ies) Charles E. Bain Name: BEROL CORPORATION a Delaware corporation Street Address: Additional name(s) of conveying party(ies) x No 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) & Yes No **Execution Date:** February 3, 2003 address(es) attached: 4. Application number(s) or patent number(s): A. Patent Application No.: 29/165,838 filed August 16, B. Patent No.(s): 2002 Additional numbers attached? Yes Name and address of party to whom correspondence Total number of applications and concerning document should be mailed: patents involved: Name: James P. Zeller 7. Total fee (37 CFR 3.41) MARSHALL, GERSTEIN & BORUN 40.00 Client/Matter No.: 29617/PM469 x | Enclosed Street Address: Authorized to be charged to deposit account 6300 Sears Tower Authorized to be charged to credit card 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 Rerson Signing

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

PATENT REEL: 013775 FRAME: 0098

ASSIGNMENT

Serial No: 29/165,838

Filed:

August 16, 2002

Title:

Grip 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.

> PATENT REEL: 013775 FRAME: 0099

RECORDED: 02/21/2003

WITNESS my hand thisday of, 2002.
Musulo, Baix Charles E. Bain
State of July S State of July S SS County of Kay S SS
On this day of EDOA(24, 2002, before me, a Notary Public in and for the County and State aforesaid, appeared Charles E. Bain, 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: Notary Public Notary Public Notary Public, State of Illinois My Commission Exp. 12/17/2005

PATENT REEL: 013775 FRAME: 0100