

## 07-15-2003 **RECORDA** 7.10-23 102496059

Hon. Commissioner of Patents RE: Our File: 81965 and Trademarks PO Box 1450, Alexandria, VA 22313

1. <u>Name (and address) of</u> <u>conveying party(ies)</u>

> Francesco Mendini Via Sannio 24 Milano, Italy

2. Name and Address of

receiving party(ies)

Swatch AG (Swatch SA) (Swatch LTD.) 94, rue Jakob Stämplfi Bienne, Switzerland

- 3. Nature of conveyance:
   (x) Assignment;
   () Security Agreement;
  - () Other;

Execution Date: April 28, 2003

4. Application number(s) or patent number(s):29/180,018

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)

Additional numbers attached ( ) Yes ( ) No

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

Collen IP. THE HOLYOKE MANHATTAN BUILDING 80 South Highland Avenue Ossining, New York 10562

- 6. Total number of applications and patents involved: 1
- 7. Total fee (37 CFR 3.41) \$40.00
  (x) Enclosed
  ( ) Authorized to be charged to deposit account
  ( ) Already submitted
  - PATENT REEL: 014257 FRAME: 0056

Switzerland

( ) Merger ( ) Change of Name

ch SA)

# D

8. Deposit account number:03-2465

(Attach duplicate copy of this page if paying by deposit account)

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9. 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.

Name of person signing: Donald J. Ranft

<u>Of Lary</u> Signature Date: July 8, 2003

Total number of pages comprising cover sheet, attachments, and documents:5 plus check and verification card.

DJR:amb Enclosures:

Enclosures: Assignment Document Check for recording fee of

THE HOLYOKE MANHATTAN BUILDING 80 South Highland Avenue, Ossining, New York 10562 DATED:

NOTE: IF THERE IS ANY FEE DUE AT THIS TIME, PLEASE CHARGE IT TO OUR DEPOSIT ACCOUNT NO. 03-2465 AND ADVISE.

I HEREBY CERTIFY THAT THIS CORRESPONDENCE IS BEING DEPOSITED WITH THE UNITED STATES POSTAL SERVICE AS FIRST CLASS, POSTAGE PREPAID IN AN ENVELOPE ADDRESSED TO: COMMISSIONER OF PATENTS, P.O. 1450, Alexandria, Virginia 22313-1450, ON

COLLEN IP, THE HOLYOKE MANHATTAN BUILDING, 80 SOUTH HIGHLAND AVENUE, OSSINIAG, NEW YORK 10562

\_\_\_\_\_Date: July 8, 2003 By: 81965.recordation

PATENT REEL: 014257 FRAME: 0057

## ASSIGNMENT BY INVENTORS

## THIS ASSIGNMENT,

made this day of April, 2003

by

(Name and Residence Address of First Inventor)

Francesco Mendini Via Sannio 24 Milano, Italy

(Name and Residence Address of Second Inventor)

(Name and Residence Address of Third Inventor)

hereinafter referred to as Assignors;

WHEREAS, Assignors have invented certain new and useful improvements in set forth in a Patent application for Letters Patent of the United States, filed herewith; and

WHEREAS, Swatch AG (Swatch SA) (Swatch Ltd), having its principal place of business at 94, rue Jakob Stämpfli, Bienne, Switzerland (hereinafter referred to as Assignee), is desirous of acquiring the entire right, title and interest in and to said inventions and said Application for Letters Patent of the United States, and in and to any Letters Patent of the United States to be obtained therefore and thereon.

**NOW, THEREFORE**, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, Assignors have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over,

unto Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions and application for Letters Patent, and in and to any and all direct and indirect divisions, continuations and continuations-inpart of said application, and any and all Letters Patent in the United States and all foreign countries which may be granted therefore and thereon, and reissues, reexaminations and extensions of said Letters Patent, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by Assignee, for its own use and benefit and the use and benefit of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent may be granted and/or extended, as fully and entirely as the same would have been held and enjoyed by Assignor, had this sale and assignment not been made.

AND for the same consideration, Assignors hereby represent and warrant to Assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, except for any rights, titles and/or interests that have arisen to Assignee under law or that have already been transferred to Assignee, Assignors are the sole and lawful owners of the entire right, title and interest in and to the said inventions and application for Letters Patent above-mentioned, and that the same are unencumbered and that Assignor have good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, Assignors hereby covenant and agree to and with Assignee, its successors, legal representatives and assigns, that Assignors will sign all papers and documents, take all lawful oaths and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of any Letters Patent and applications for Letters Patent for said inventions, without charge to Assignee, its successors, legal representatives and assigns, whenever counsel of Assignee, or counsel of its successors, legal representatives and assigns, shall advise: that any proceeding in connection with said inventions, or said Patent application for Letters Patent, or any proceeding in connection with any Letters Patent or applications for Letters Patent for said inventions in any country, including but not limited to interference proceedings, is lawful and desirable; or, that any division, continuation or continuation-in-part of any application for Letters Patent, or any reissue, reexamination or extension of any Letters Patent, to be obtained thereon, is lawful and desirable.

AND Assignors hereby request the Commissioner of Patent and Trademarks to issue said Letters Patent of the United States to Assignee, as Assignee of said inventions and the Letters Patent to be issued thereon, for the sole use and benefit of Assignee, its successors, legal representatives and assigns.

**AND** Assignors hereby grant the following individuals the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document:

## COLLEN IP, P.C . HOLYOKE MANHATTAN BUILDING 80 South Highland Avenue Ossining, New York, 10562

Martin M. Zoltick Reg. No. 35,745 Robert M. McDermott Reg. No. 41,508

**AND** Assignors acknowledge an obligation of assignment of this invention to Assignee at the time the invention was made.

Jancere Mendy

Date 28 April 03

(First Inventor)

Francesco Mendini

(Second Inventor)

Date

Date

(Third Inventor)

PATENT REEL: 014257 FRAME: 0060

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**RECORDED: 07/10/2003**