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P08A/REV03

06-16-2004



COVER SHEET

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102767128

To the Director of the United States Patent and Trademark Office: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

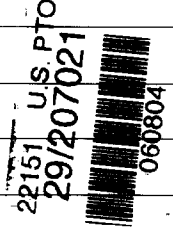
David R. Dalton
John R. Brown
Joseph P. Gardner
Timothy Rugendyke

6-8-04

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

Name: Eveready Battery Company, Inc.

Address: 533 Maryville University Drive



City: St. Louis

State/Prov.: MO

Country: United States

ZIP: 63141

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

3. Nature of conveyance:

☒ Assignment

☐ Merger

☐ Security Agreement

☐ Change of Name

☐ Other

Execution Date: May 17, 2004

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

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

29207021

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)

06/15/2004 6TON11 00000115 051325 29207021
01 FC:8021 40.00 DA

Additional numbers attached? ☐ Yes ☒ No

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

Name: Stewart A. Fraser

Registration No. 33882

Address: Eveready Battery Company, Inc.

Patent Department

25225 Detroit Road

City: Westlake

State/Prov.: OH

Country: United States

ZIP: 44145

6. Total number of applications and patents involved:

1

7. Total fee (37 CFR 3.41):.....\$ 40.00

☐ 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)

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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.

Stewart A. Fraser

Name of Person Signing

Stewart A. Fraser

Signature

3

Date

6/4/04

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

Mail documents to be recorded with required cover sheet information to:
Mail Stop Assignment Recordation Services
Director of the United States Patent and Trademark Office
P.O. Box 1450, Alexandria, VA 22313-1450

PATENT
REEL: 015450 FRAME: 0192

HALFORD & CO.

Patent & Trade Mark Attorneys

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E-mail: mail@halfords.com.au

Deed of Assignment

David Richard Dalton

Joseph P. Gardner

John Robert Brown

Timothy Rugendyke

Michael Squires

Kenneth Bonham

Design Resource Australia Pty Ltd

ACN 003 178 300

and

Eveready Battery Company, Inc.

SP-1725.1 Rubber Lights 2D and 2AA

This deed of assignment

is made on 14 April 2004 between the following parties:

1. **David Richard Dalton**
of 19 Stonecrop Road
Turramurra, New South Wales, 2074
Australia
(**Dalton**)
2. **Joseph P. Gardner**
of 9130 Katherine Street *JPG*
North Ridgeville, Ohio 44039
United States of America
(**Gardner**)
3. **John Robert Brown**
of 52 Rangers Avenue
Mosman, New South Wales, 2088
Australia
(**Brown**)
4. **Timothy Rugendyke**
of 2/21 Waratah Avenue
Woy Woy, New South Wales 2256
Australia
(**Rugendyke**)
5. **Michael Squires**
of 285 Morrison Road
Ryde, New South Wales 2112
Australia
(**Squires**)
6. **Kenneth Bonham**
of 22 Nightingale Square
Glossodia, New South Wales 2756
Australia
(**Bonham**)
7. **Design Resource Australia Pty Ltd**
ACN 003 178 300
of 62 Atchison Street
Crows Nest, New South Wales, 2065
Australia
(**Design Resource**)
8. **Eveready Battery Company, Inc.**
of 533 Maryville University Drive
St Louis, Missouri, 63164
United States of America
(**Eveready**)

SP-1725.1 Rubber Lights 2D and 2AA

Recitals

- A. The intellectual property identified in the schedule to this deed will hereinafter be referred to as **The Intellectual Property**.
- B. Brown, Rugendyke, Squires and Bonham are employees of Design Resource.
- C. Gardner is an employee of Eveready and Dalton was an employee of Eveready at the time of the creation of The Intellectual Property.
- D. 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, electronic representations and or computer images, 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.
- E. Rugendyke and Brown in the course of their employment with Design Resource and Gardner and Dalton in the course of their employment with Eveready, are the co-designers and co-authors of the designs the subject of the design applications listed in Part A in the schedule to this deed.
- F. Rugendyke, Squires and Bonham in the course of their employment with Design Resource are the authors of drawings, computer images and or electronic representations which depict the designs the subject of the design applications listed in Part A in the schedule to this deed.
- G. Gardner, Dalton, Brown, Rugendyke, Squires, Bonham and Design Resource will be referred to collectively as **The Assignors**.
- H. 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 applications listed in the schedule to this deed.
- I. In the event that the Assignors have any right, title and interest in The Intellectual Property pursuant to recital H above, the assignors each wish to assign to Eveready that right, title and interest 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:

SP-1725.1 Rubber Lights 2D and 2AA

- (1) all of the Assignor's 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 8 December 2003**.
-

2 Assignor's 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 Rugendyke and Bonham.

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 Eveready 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 patent application, design application, patent or registered design which may be granted thereon 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 Assignor's 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 Assignor's 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 Assignor's 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 patent 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 Assignor's undertakings

The Assignors must not:

- (a) challenge or oppose, or assist a person to challenge or oppose, any application by Eveready for a patent or other registration forming part of or relating to The Intellectual Property, whether in Australia or in any other country;
- (b) assist any other person in challenging or impugning the validity of:
 - (1) The Intellectual Property; or
 - (2) a patent, design or other registration granted to Eveready 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

The Assignors must deliver to Eveready on request all artistic works, designs, certificates, title documents, technical information and records relating to The Intellectual Property.

8 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. The designs the subject of the following Design applications:

Country	Application No.	Date filed	Articles in respect of which design is registered
Australia	4328/2003	8 December 2003	A flashlight[Rubber Light 2D & 2AA]

B. Priority rights

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

C. Artistic works

Artistic works including models, drawings, etchings, electronic representations and computer images relating to the designs that are the subject of A 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, computer image or electronic representation which depicts the designs that are the subject of A above but without limitation to drawings which have been used in the Applications the subject of A above.

SP-1725.1 Rubber Lights 2D and 2AA

Executed as a deed:

Signed sealed and delivered by
Joseph P. Gardner
in the presence of:

Shirley O'Donnell
Witness

Shirley O'Donnell
Witness name (please print)

Joseph P. Gardner
Joseph P. Gardner
5/17/04
Date

Signed sealed and delivered by
David Richard Dalton
in the presence of:

[Signature]
Witness

MICHAEL SPOIRES
Witness name (please print)

David Richard Dalton
David Richard Dalton
05/04/2004
Date

Signed sealed and delivered by
John Robert Brown
in the presence of:

[Signature]
Witness

MICHAEL SPOIRES
Witness name (please print)

John Robert Brown
John Robert Brown
4.5.04
Date

Signed sealed and delivered by
Timothy Rugendyke
in the presence of:

[Signature]
Witness

MICHAEL SPOIRES
Witness name (please print)

Timothy Rugendyke
Timothy Rugendyke
28/04/04
Date

Signed sealed and delivered by
Michael Squires
 in the presence of:

[Signature]
 Witness

[Signature]
 Michael Squires

KEN BONHAM
 Witness name (please print)

23.04.04
 Date

Signed sealed and delivered by
Kenneth Bonham
 in the presence of:

[Signature]
 Witness

[Signature]
 Kenneth Bonham

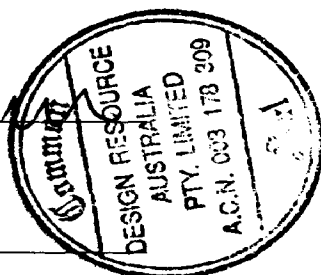
MICHAEL SQUIRES
 Witness name (please print)

24/4/04
 Date

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

is fixed to this document
 in the presence of:

[Signature]
John Robert Brown
 Managing Director
4.5.04
 Date sealed



Signed sealed and delivered for
Eveready Battery Company, Inc.
 by:

[Signature]
Michael C. Pophal

For and on behalf of Eveready Battery Company, Inc.
 in the presence of:

[Signature]
 Witness

Shirley O'Donnell
 Witness name (please print)

May 19, 2004
 Date

SP-1725.1 Rubber Lights 2D and 2AA