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| <p>1. Name of conveying party(ies):</p> <p>Rolf Kuhnert Heckenstr, 97/1 74080 Heilbronn Germany</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> | <p>2. Name and address of receiving party(ies):</p> <p>Name: Lidl Stiftung & Co. KG Address: Stiftsbergstraße 1, 74167 Neckarsulm Germany</p> <p>Additional name(s) & addresses attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> |
| <p>3. Nature of conveyance:</p> <p><input checked="" type="checkbox"/> Assignment</p> <p><input type="checkbox"/> Other</p> <p>Execution Date(s): August 24, 2004</p> | <p>4. Patent Application number(s)</p> <p>29/211,136</p> <p>Execution Date(s): August 11, 2004</p> |
| <p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: Maria C.H. Lin Address: Morgan & Finnegan, LLP 3 World Financial Center New York, NY 10281-2101</p> | <p>6. Total number of applications involved: 1</p> <p>7. Total fee (37 CFR 3.41): \$40.00</p> <p><input checked="" type="checkbox"/> A check in the amount of 40.00 is enclosed.</p> <p><input type="checkbox"/> Charge to Deposit Account No.13-4500, Order No. .</p> <p><input checked="" type="checkbox"/> Charge any deficiencies to Deposit Account 13-4500, Order No. 4086-4280. (A duplicate copy of this sheet is enclosed)</p> |

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8. 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 original document.

Name of Person Signing

Signature

Date:

Maria C.H. Lin

Maria C.H. Lin

September 7, 2004

Reg. No. **29,323**

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865025 v1

ASSIGNMENT OF APPLICATION FOR PATENT

WHEREAS:

Rolf Kuhnert, Heckenstr. 97/1, 74080 Heilbronn, Germany

(hereinafter referred to as ASSIGNOR(S)), has made a discovery or invention entitled:

Bear Basket Ball Player Print Design

- ☐ for which application for Letters Patent of the United States has been executed on even date herewith,
- ☒ for which application for Letters Patent of the United States has been filed on August 11, 2004, under Serial No. 29/211,136, and

WHEREAS:

Lidl Stiftung & Co. KG, Stiftsbergstraße 1, 74167 Neckarsulm, Germany

(hereinafter referred to as ASSIGNEE), is desirous of acquiring the entire interest in, to and under said invention and in, to and under Letters Patent or similar legal protection to be obtained therefor in the United States and in any and all foreign countries.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN:

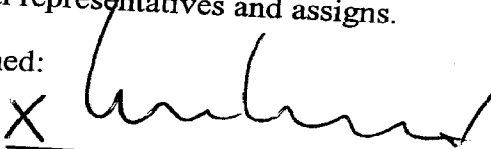
Be it known that for valuable consideration by ASSIGNEE to ASSIGNOR(S), the receipt of which is hereby acknowledged, ASSIGNOR(S) hereby sells, assigns and transfers to ASSIGNEE, its successors, legal representatives and assigns, the full and exclusive right, title and interest to said discovery or invention in the United States and its territorial possessions and in all foreign countries and to all Letters Patent or similar legal protection in the United States and its territorial possessions and in any and all foreign countries to be obtained for said invention by said application or any continuation, division, renewal, substitute, reissue or reexamination thereof or any legal equivalent thereof in a foreign country for the full term or terms for which the same may be granted.

I, SAID ASSIGNOR(S), hereby authorize and request the Commissioner of Patents and Trademarks of the United States of America and any Official of any country or countries foreign to the United States of America whose duty it is to issue Letters Patent on applications as aforesaid, to issue all such Letters Patent for said discovery or invention to the ASSIGNEE, as assignee of the entire right, title and interest in, to and under the same, for the sole use and behalf of the ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

I, SAID, ASSIGNOR(S), hereby covenant that I have full right to convey the entire right, title and interest herein sold, assigned, transferred and set over;

AND I, SAID ASSIGNOR(S) hereby further covenant and agree that the ASSIGNEE, its successors, legal representatives, or assigns, may apply for foreign Letters Patent on said discovery or invention and claim the benefits of the International Convention, and that I will, at any time, when called upon to do so by the ASSIGNEE, its successors, legal representatives, or assigns, communicate to the ASSIGNEE, its successors, legal representatives, or assigns, as the case may be, any facts known to me respecting said discovery or invention, and execute and deliver any and all lawful papers that may be necessary or desirable to perfect the title to the said discovery or invention, the said applications and the said Letters Patent in the ASSIGNEE, its successors, legal representatives and assigns, and that if reissues or reexaminations of the said Letters Patent or disclaimers relating thereto, or divisions, continuations, or refilings of the said applications, or any thereof, shall hereafter be desired by the ASSIGNEE, its successors, legal representatives, or assigns, I will, at any time, when called upon to do so by the ASSIGNEE its successors, legal representatives, or assigns, sign all lawful papers, make all rightful oaths, execute and deliver all such disclaimers and all divisional, continuation, reissue and reexamination applications so desired, and do all lawful acts requisite for the application for such reissues and the procuring thereof and for the filing of such disclaimers and such applications, and generally do everything possible to aid the ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper patent protection for said invention or discovery in all countries, all without further compensation but at the expense of the ASSIGNEE, its successors, legal representatives and assigns.

Signed:

- | | | | |
|-----|---|------|----------------------------|
| (1) |  _____ Rolf Kuhnert | Date | <u>24.08.2004</u> _____ |
| (2) | _____ _____ | Date | _____ _____ |
| (3) | _____ _____ | Date | _____ _____ |
| (4) | _____ _____ | Date | _____ _____ |
| (5) | _____ _____ | Date | _____ _____ |