

RECORDATION

10-28-2004

10/21/04

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 Commissioner for Patents
 P.O. Box 1450
 Alexandria, VA 22313-1450



102870205

Trademark Office:
 or new address(es) below.

1. Name of Conveying Party(ies):

Hans-Juergen BEYER

Execution Date: October 21, 2004

Additional name(s) of conveying party(ies) attached? Yes No

16800 U.S. PTO
29/215476

2. Name and Address of Receiving Party(ies):

Name: Merz & Krell GmbH & Co., KGaA Name:
 Address: Bahnhofstrasse 76 Address:
 64401 Gross-Bieberau

Country: GERMANY Country:
 Additional name(s) and address(es) attached? Yes No

3. Nature of Conveyance:

- Assignment Merger Change of Name Security Agreement
 Government Interest Assignment Executive Order 9424, Confirmatory License
 Other: _____

4. Application or patent number(s):

This document is being filed together with a new application.

A. Patent Application No(s): B. Patent No(s):

Others on additional sheet(s) attached? Yes No

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

Carl L. Benson
 Intellectual Property Department
 Hunton & Williams LLP
 1900 K Street, N.W.; Suite 1200
 Suite 1200
 Washington, DC 20006-1109
 (202) 955-1500 (telephone)
 (202) 778-2201 (facsimile)

6. Total number of applications and patents involved:

Application(s): 1
 + Patent(s): _____
 = Total: 1

7. Total Fee (37 CFR 1.21(h) & 3.41) \$ **40.00**

- Authorized to be charged to Deposit Account
 Enclosed
 None required (government interest not affecting title)

8. Payment Information

Deposit Account No.: 50-0206
 Charge any underpayment or credit any overpayment to above Deposit Account

9. Signature

Carl L. Benson
 Name of Person Signing
 PTO Reg. No. 38,378

Signature

October 21, 2004
 Date

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

10/27/2004 ECDOPER 00000183 29215476

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40.00 DP

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ASSIGNMENT

WHEREAS, I, **Hans-Juergen BEYER**, residing at Am Wingertsberg 4, 64372 Ober-Ramstadt, Germany, have invented certain new and useful improvements in and to the subject matter of:

WRITING UTENSIL

described in an application for United States Design Letters Patent, being executed simultaneously herewith;

AND, WHEREAS, Merz & Krell GmbH & Co., KGaA, a corporation organized under the laws of Germany, having a place of business located at Bahnhofstrasse 76, 64401 Gross-Bieberau, Germany (hereinafter referred to as "ASSIGNEE"), is desirous of acquiring the entire right, title and interest in and to the said inventions or improvements and in and to said application for patent, and in, to and under any and all Letters Patent which may be granted on or as a result thereof in the United States or in any other country;

AND, WHEREAS, ASSIGNOR AND ASSIGNEE have separately agreed and contracted regarding the subject matter of said patent application, including a commitment by ASSIGNOR to convey the same to ASSIGNEE;

NOW, THEREFORE, in consideration of the sum separately agreed on and other good and valuable consideration, I do hereby sell, assign and transfer unto said ASSIGNEE, its successors, assigns and legal representatives, my entire right, title and interest in and throughout the United States of America (including its territories and dependencies) in and to said improvements, said United States application, any other United States applications, including provisional, divisional, renewal, substitute, continuation, reexamination and reissue applications, based in whole or in part on said United States application or in whole or in part on said improvements, and in and to any and all letters patent, including extensions thereof, which have been or may be granted on any of the aforesaid applications or on said improvements or any parts thereof;

AND, I hereby authorize and request our agents, Hunton & Williams LLP, 1900 K Street, N.W., Suite 1200, Washington, DC 20006-1109, to insert hereon any identification necessary or desirable for recordation of this document, including the filing date and application number of said application when known.

AND, I hereby agree for myself and my heirs, executors and administrators to execute without further consideration any further documents and instruments which may be necessary, lawful and proper in the prosecution of said above-referenced application or in the preparation or prosecution of any continuing, substitute, divisional, renewal, reexamination or reissue application or in any amendments, extensions or interference proceedings, or other applications for patents of any region or country, that may be necessary to secure to ASSIGNEE its interest and title in and to said improvements or any parts thereof, and in and to said several patents or any of them;

AND, I hereby covenant for myself and my legal representatives, and agree with said ASSIGNEE, its successors and assigns, that I have granted no right or license to make, use, sell or offer to sell said improvements, to anyone except said ASSIGNEE, that prior to the execution of this deed, my right, title and interest in said improvements had not been otherwise encumbered, and that I have not and will not execute any instrument in conflict therewith;

AND, I do hereby authorize and request the Director of the United States Patent and Trademark Office to issue any and all letters patent which may be granted upon said United States applications, or upon said improvements or any parts thereof when granted, to said ASSIGNEE.

IN WITNESS WHEREOF, I have hereunto set my hand and seal.

21.10.2004
Date


Hans-Jürgen Beyer

WITNESSES:

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