

03-15-2005

Form PTO-1595 (Rev. 06/04)  
OMB No. 0651-0027 (exp. 6/30/2005)



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To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below

1. Name of conveying party(ies)/Execution Date(s):

Burton L. Preston

Execution Date(s) 02/11/2005

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

2. Name and address of receiving party(ies)

Name: Eljer Plumbingware, Inc.

Internal Address:

Street Address: 14801 Quorum Drive

City: Dallas

State: Texas

Country: U.S.A. Zip: 75254

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

3. Nature of conveyance:

- Assignment  Merger
- Security Agreement  Change of Name
- 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)

Additional numbers attached?  Yes  No

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

Name: Paul M. Reznick  
 Internal Address: Webb Ziesenheim Logsdon  
 Orkin & Hanson, P.C.  
 Street Address: 700 Koppers Building  
 436 Seventh Avenue  
 City: Pittsburgh  
 State: PA Zip: 15219-1818  
 Phone Number: 412-471-8815  
 Fax Number: 412-471-4094  
 Email Address: webblaw@webblaw.com

6. Total number of applications and patents involved:

1

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

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed
- None required (government interest not affecting title)

8. Payment Information

a. Credit Card Last 4 Numbers \_\_\_\_\_  
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 b. Deposit Account Number 23-0650  
 Authorized User Name \_\_\_\_\_

9. Signature:

*Paul M. Reznick*  
Signature

March 3, 2005  
Date

Paul M. Reznick  
Name of Person Signing

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

2

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, V.A. 22313-1450

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PATENT  
REEL: 016350 FRAME: 0665

ASSIGNMENT

WHEREAS, I, Burton L. Preston, residing in Mansfield, Ohio, have invented certain new, original and ornamental designs in an "Toilet," for which a United States Design Patent Application is being filed concurrently herewith.

AND, WHEREAS, Eljer Plumbingware, Inc., a corporation of Delaware, having a place of business at 14801 Quorum Drive, Dallas, Texas 75254, hereinafter called the "assignee," is desirous of acquiring the entire right, title, and interest in and to said application and the inventions and designs therein disclosed.

NOW, THEREFORE, for good and valuable consideration paid to me by said assignee, the receipt of which is hereby acknowledged, I do hereby assign, sell, transfer, and set over unto said assignee the entire right, title and interest in and to said application and the inventions and designs therein disclosed for the United States and all foreign countries and any Letters Patent which may issue therefor in the United States and all foreign countries and all divisions, reissues, continuations, continuations-in-part, renewals, and/or extensions thereof, said assignee to have and to hold the interests herein assigned to the full ends of the terms of said Letters Patent and any and all divisions, reissues, continuations, continuations-in-part, renewals, and/or extensions thereof, respectively, as fully and entirely as the same would have been held and enjoyed by me had this assignment not been made.

The Commissioner of Patents and Trademarks is requested to issue such Letters Patent in accordance herewith. I covenant that I am the lawful owner of the said application, inventions, and designs, that the same are unencumbered, that no license has been granted to make, use, or vend the said inventions or designs or any of them, and that I have the full right to make this assignment.

And for the consideration aforesaid, I agree that I will communicate to said assignee or the representatives thereof any facts known to me respecting said inventions and designs, and will, upon request, but without expense to me, testify in any legal proceedings, sign all lawful papers, execute all divisional, reissue, continuation, continuation-in-part, renewal, and/or extension applications, make all rightful oaths, and generally do all other and further lawful acts, deemed necessary or expedient by said assignee or by counsel for said assignee, to assist or enable said assignee to obtain and enforce full benefits from the rights and interests herein assigned. This assignment shall be binding upon our heirs, executors, administrators, and/or assigns, and shall inure to the benefit of the heirs, executors, administrators, successors, and/or assigns, as the case may be, of said assignee.

EXECUTED Feb. 11, 2005.

Inventor



Burton L. Preston