

RECORDA

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Commissioner for Patents

P.O. Box 1450

Alexandria, VA 22313-1450



102972942

Trademark Office:

or new address(es) below.

1. Name of Conveying Party(ies):

Volkmar Rommel

Execution Date: December 7, 2004

Additional name(s) of conveying party(ies) attached?

☐ Yes☒ No

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

Name: Merz & Krell GmbH & Co., KGaA

Name:

Address: Bahnhofstrasse 76

Address:

64401 Gross-Biebrau

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):

29/218,869

Others on additional sheet(s) attached?

☐ Yes☒ No

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

Carl 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

☐ 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 Benson

Name of Person Signing

Signature

March 30, 2005

Date

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

3

ASSIGNMENT

WHEREAS, I, **Volkmar ROMMEL**, residing at Am Strassdorfer Berg 1, 73529 Schwaebisch-Gmuend, Germany, have invented certain new and useful improvements in and to the subject matter of:

WRITING UTENSIL HAVING COAT OF ARMS CLIP AND DESIGNED COMPONENTS

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.

07 12 04
Date



Volkmar Rommel

WITNESSES:

HUNTON & WILLIAMS LLP
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