

05-04-2005 FORM PTO-1595 (modified) U.S. DEPARTMENT OF COMMERCE RECORDATI Patent and Trademark Office (Rev 6-93) 1,02994902 1,029 record the attached original documents or copies thereof. To the Director of the United States Patent and Tradem Name and address of receiving party(ies): 1. Name of conveying party(ies): Mark A. McLean Kevin Schmidt Fiskars Brands, Inc. Marcia Werner 2537 Daniels Street Jason Wolf Madison, Wisconsin 53718-6772 Robert W. Cornell Tiffany Broecker Additional conveying party(ies) NO 3. Nature of conveyance: **ASSIGNMENT Execution Date:** April 29, 2005 Additional name(s) & address(es) attached? NO 4. Application number(s) or patent number(s): If this is being filed together with a new application, the execution date of the application is: A. Patent Application Number(s): B. Patent Number(s): 11/047,907 Additional numbers attached? NO 5. Name and address of party to whom correspondence 6. Total number of applications/patents involved: 1 concerning document should be mailed: 7. Total fee (37 C.F.R. § 3.41): \$40.00 Marshall J. Brown Check Enclosed **FOLEY & LARDNER LLP** X 321 North Clark Street Charge to deposit account **Suite 2800** Chicago, Illinois 60610-4764 8. Deposit account number: 06-1450 DO NOT USE THIS SPACE 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. The Commissioner is hereby authorized to charge any additional recordation fees which may be required in this matter to the above-identified deposit account. Marshall J. Brown Name of person signing Total number of pages including cover sheet, attachments, and document:

05/03/2005 GTDH11 00000063 11Q47907

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40.00 DP

011.1263232.1

### ASSIGNMENT - WORLDWIDE

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each undersigned inventor (hereinafter referred to singly and collectively as "ASSIGNOR") has sold, assigned, and transferred, and by these presents hereby sells, assigns, and transfers, unto

Fiskars Brands, Inc. 2537 Daniels Street Madison, Wisconsin 53718-6772

(hereinafter referred to as "ASSIGNEE") its successors and assigns, the full and exclusive right, title and interest for the United States, its territories and possessions, and all foreign countries in and to this invention relating to

### TEXTURE TOOL

as set forth i	n this United States Patent Application
check one	[ ] executed concurrently herewith, [ ] executed on ,
	[ X ] Serial No. 11/047,907 Filed: February 1, 2005

as well as in and to (a) all improvements and modifications of the above-identified invention or inventions, (b) the above-identified application and all other applications for Letters Patent of the United States and countries foreign thereto for above-identified invention or inventions and all improvements and modifications thereof, (c) all Letters Patent which may issue from said applications in the United States and countries foreign thereto, (d) all divisions, continuations, reissues, and extensions of said applications and Letters Patent, and (e) the right to claim for any of said applications the full benefits and priority rights under the International Convention and any other international agreement to which the United States adheres; such right, title, and interest to be held and enjoyed by ASSIGNEE, its successors and assigns, to the full end of the term or terms for which any and all such Letters Patent may be granted as fully and entirely as would have been held and enjoyed by ASSIGNOR had this Assignment not been made.

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Page 1 of 5

1.1241512.1

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	Executed this _O 4	day of FEB	, 20 <u>05</u> .	
County of	Marathor On this 4th day of _ , who is personally known led that he/she signed, see	to me to be the same person v	2, before me, a notar	MARK A. MCLEAN  The public in and for said county, appeared MARK A. The pribed to the foregoing instrument, and he/she ree and voluntary act for the uses and purposes therein set  The public My Commission Expires:
	(Seal)			My Commission Expires:
	Executed this	day of	, 20	
				KEVIN SCHMIDT
	,	) )ss. )		
SCHMID	On this day of	, 20, n to me to be the same person	whose name is subs	ry public in and for said county, appeared KEVIN cribed to the foregoing instrument, and he/she received and voluntary act for the uses and purposes therein set
				Notary Public
	(Seal)			My Commission Expires:
	Executed this	day of	, 20	
				MARCIA WERNER
State of _		) )ss.		

Page 3 of 5

ounty of_	<del></del>		)					
	On this _	day of _		, 20	_, before me, a not	ary public in and for	said county, appeared M	<b>I</b> ARCIA
ERNER,	who is pe	rsonally know	n to me to be the	same person	whose name is sub:	scribed to the foregoi	ng instrument, and he/sl ct for the uses and purpo	he
							Notary Public	
						My Commission	Expires:	
	(Seal)					, 00		
	Evecute	ed this 7	/ day of ~	Tanuar	رسر, 20 <u>05</u> .			
	LACCUR	eu uns <u>az i</u>	uay or <u>~</u>	MILLAN	<u>y</u> , 20 <u>03</u> .	_		
					(	Jason JASO	- Wolf	
te of			) )ss.		(			
inty of_			<u>_</u>					
she signo	ed, sealed,	and delivered	the said instrume	ent as his/her	free and voluntary	act for the uses and p	Notary Public	1.
						M. G		
(	(Seal)					My Commission	Expires:	
1	Evecute	ed this	day of		20			
,	DACCATO		uuy or					
						ROBERT	W. CORNELL	<del></del>
e of	<del></del>		) )ss.					
nty of		<del></del>	)					
RNELL,	, who is pe	rsonally knowi	n to me to be the	same person	whose name is sub:	scribed to the foregoi	said county, appeared Reing instrument, and he/s t for the uses and purpo	he
							Notary Public	

Page 4 of 5

	My Commission Expires:
(Seal)	
Executed this day of	, 20
State of)	TIFFANY BROECKER
County of)	
On this day of, 20_BROECKER, who is personally known to me to be the same peacknowledged that he/she signed, sealed, and delivered the said forth.	, before me, a notary public in and for said county, appeared TIFFANY erson whose name is subscribed to the foregoing instrument, and he/she d instrument as his/her free and voluntary act for the uses and purposes therein set
	Notes: Dubli-
	Notary Public
(Seal)	My Commission Expires:

.1

Atty. Dkt. No. 031890-1822

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Executed this day of, 20_	·
	MARK A. MCLEAN
State of)	
County of	
On this day of, 20, before me MCLEAN, who is personally known to me to be the same person whose name is he/she signed, sealed, and delivered the said instrument as his/her free and volument as his/h	, a notary public in and for said county, appeared MARK A. subscribed to the foregoing instrument, and he/she acknowledged that tary act for the uses and purposes therein set forth.
	Notary Public
	My Commission Expires:
(Seal)	
Executed this	KEVIN SCHMIDT  a notary public in and for said county, appeared KEVIN SCHMIDT, to the foregoing instrument and he/she acknowledged that he/she
	Notary Public
(Scal)	My Commission Expires:
Executed this day of, 20_	
State of)	MARCIA WERNER

Page 3 of 5

On this day of, 20, before me, a new WERNER, who is personally known to me to be the same person whose name is subs	scribed to the foregoing instrument, and he/she acknowledged that
he/she signed, sealed, and delivered the said instrument as his/her free and voluntary	act for the uses and purposes therein set forth.
	Notary Public
	My Commission Expires:
(Seal)	
Executed this day of, 20	•
·	
	JASON WOLF
State of)ss.	
County of	
On this day of, 20, before me, a nwho is personally known to me to be the same person whose name is subscribed to the	otary public in and for said county, appeared JASON WOLF, he foregoing instrument, and he/she acknowledged that he/she
signed, sealed, and delivered the said instrument as his/her free and voluntary act for	the uses and purposes therein set forth.
•	
	Notary Public
	My Commission Expires:
(Seal)	Ivay Commission Expires.
Executed this day of, 20	
,	
	ROBERT W. CORNELL
State of)	-
County of	
On thisday of, 20, before me, a new CORNELL, who is personally known to me to be the same person whose name is subthat he/she signed, sealed, and delivered the said instrument as his/her free and volunt	
•	Notary Public
	Notary Public
	My Commission Expires:

Page 4 of 5

Executed this day of	, 20
	TIFFANY BROECKER
State of	
County of	
BROECKER, who is personally known to me to be the	, 20, before me, a notary public in and fir said county, appeared TIFFANY same person whose name is subscribed to the foregoing instrument, and he/she acknowledged ment as his/her free and voluntary act for the uses and purposes therein set forth.
·	Notary Public
/CD	My Commission Expires:

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1.1241512.1

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Executed this	day of	, 20
	,	MARK A. MCLEAN
State of		!
County of		
On this day of	to wate he the come reco	0, before ms, a notary public in and for said county, appeared MARK A. on whose name is subscribed to the foregoing instrument, and he/she acknowledged that ser free and voluntary act for the uses and purposes therein set forth.
, es. es		Notary Public
		My Commission Expires:
(Stal)		
		·
		KEVIN SCHMIDT
State of	)ss.	KEVIN SCHMIDI
On this duy of	, 20	Obefore me, a notary public in and for said county, appeared KEVIN SCHMIDT amo is subscribed to the foregoing instrument, and he/she acknowledged that he/she and voluntary act for the uses and purposes therein set forth.
		Notary Public
		Му Сощинями Ехрігея:
(Scal)		
Executed this $2$	day of JAN	, 2005.
		Novice Warrel
State of Wisconsin	) \	MARCIA WERNER
Sinte at <u>O ISCONSTO</u>	\ \\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	

Page 3 of 5

County of)	
WERNER, who is personally known to me to be the same person v	, before me, a notary public in and for said county, appeared MARCIA whose name is subscribed to the foregoing instrument, and he/she strument as his/her free and voluntary act for the uses and purposes therein set
	Notary Public
	My Commission Expires:
(Seal)	
Executed this day of	, 20 .
	· ·
State of)	JASON WOLF
)ss. County of)	
	, before me, a notary public in and for said county, appeared JASON WOLF,
he/she signed, sealed, and delivered the said instrument as his/her f	
	Notary Public
(Seal)	My Commission Expires:
Executed this day of	, 20
	ROBERT W. CORNELL
State of)	ROBERT W. CORNELL
)ss. County of)	
CORNELL, who is personally known to me to be the same person v	, before me, a notary public in and for said county, appeared ROBERT W. whose name is subscribed to the foregoing instrument, and he/she trument as his/her free and voluntary act for the uses and purposes therein set
	Notary Public

Page 4 of 5

(Seal)	My Commission Expires:
Executed this day of	, 20
State of) ss. County of)	TIFFANY BROECKER
On this day of BROECKER, who is personally known to me to be t	, 20, before me, a notary public in and for said county, appeared TIFFANY the same person whose name is subscribed to the foregoing instrument, and he/she red the said instrument as his/her free and voluntary act for the uses and purposes therein set
	Notary Public  My Commission Expires:
(Seal)	• • • • • • • • • • • • • • • • • • • •

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	[ X ] Serial No. 11/047,907 Filed: February 1, 2005			

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	Executed this	day of		, 20	
	f	) )ss. )			MARK A. MCLEAN
MCLEAN	On this day of _ N, who is personally know	n to me to be the sa	me person whose	e name is subs	ry public in and for said county, appeared MARK A. cribed to the foregoing instrument, and he/she free and voluntary act for the uses and purposes therein set
					Notary Public
	(Seal)				My Commission Expires:
	Executed this	day of		, 20	
	f	) )ss.		-	KEVIN SCHMIDT
SCHMID	On this day of _ T, who is personally know	vn to me to be the sa	ame person whos	e name is subs	ory public in and for said county, appeared KEVIN scribed to the foregoing instrument, and he/she free and voluntary act for the uses and purposes therein set
					Notary Public
	(Seal)				My Commission Expires:
	Executed this	day of		, 20	
					MARCIA WERNER
State of _		) )ss.			WARCIA WERNER

Page 3 of 5

ounty of)	
On this day of, 2 /ERNER, who is personally known to me to be the same pe cknowledged that he/she signed, sealed, and delivered the sorth.	before me, a notary public in and for said county, appeared MARCIA between whose name is subscribed to the foregoing instrument, and he/she aid instrument as his/her free and voluntary act for the uses and purposes therein set
	Notary Public
	·
(Seal)	My Commission Expires:
Executed this day of	, 20
	JASON WOLF
ounty of)	
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(Seal)	
Executed this $04$ day of $Feb$ .	Lobert Cornell
ounty of Marathon )ss.	ROBERT W. CORNELL
ORNELL, who is personally known to me to be the same p	2005, before me, a notary public in and for said county, appeared ROBERT W. person whose name is subscribed to the foregoing instrument, and he/she said instrument as his/her free and voluntary act for the uses and purposes therein set
	Farbara a. Laasch

Page 4 of 5

	(Sea!)			My Commission Expires:	1-11-2009
	Executed this day	of	, 20		
				TYPE ANY PROF	COVED
tata of	)			TIFFANY BROE	CKER
county of	):	ss.			
	On this day of ER, who is personally known to modged that he/she signed, sealed, and				
				Notar	y Public
	(Seal)			My Commission Expires:	

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1.1241512.1

ASSIGNOR HEREBY AGREES (a) to communicate to ASSIGNEE, its successors and assigns, or their representative or agents, all facts and information known or available to ASSIGNOR respecting said invention or inventions, improvements, and modifications including evidence for interference, reexamination, reissue, opposition, revocation, extension, or infringement purposes or other legal, judicial, or administrative proceedings, whenever requested by ASSIGNEE; (b) to testify in person or by affidavit as required by ASSIGNEE, its successors and assigns, in any such proceeding in the United States or a country foreign thereto; (c) to execute and deliver, upon request by ASSIGNEE, all lawful papers including, but not limited to, original, divisional, continuation, and reissue applications, renewals, assignments, powers of attorney, oaths, affidavits, and declarations, depositions; and (d) to provide all reasonable assistance to ASSIGNEE, its successors and assigns, in obtaining and enforcing proper title in and protection for said invention or inventions, improvements, and modifications under the intellectual property laws of the United States and countries foreign thereto.

ASSIGNOR HEREBY REPRESENTS AND WARRANTS that ASSIGNOR has the full and unencumbered right to sell, assign, and transfer the interests sold, assigned, and transferred herein, and that ASSIGNOR has not executed and will not execute any document or instrument in conflict herewith.

ASSIGNOR HEREBY GRANTS to the law firm of Foley & Lardner LLP the power and authority to insert in this Assignment any further identification which may be necessary or desirable to comply with the rules of the U.S. Patent and Trademark Office for recordation of this Assignment.

Executed this _	day of	, 20
State of	)	MARK A. MCLEAN
County of	)ss.	
On this day o	own to me to be the same	20, before me, a notary public in and for said county, appeared MARK A. erson whose name is subscribed to the foregoing instrument, and he/she said instrument as his/her free and voluntary act for the uses and purposes therein se
		Notary Public
(Seal)		My Commission Expires:
Executed this _	day of	, 20
State of	)ss.	KEVIN SCHMIDT
On this day o	of	20, before me, a notary public in and for said county, appeared KEVIN person whose name is subscribed to the foregoing instrument, and he/she said instrument as his/her free and voluntary act for the uses and purposes therein so
		Notary Public
(Seal)		My Commission Expires:
Executed this _	day of	, 20
	)	MARCIA WERNER

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County of		)			
WERNER acknowled forth.	who is personally known	to me to be the san	ne person who	ose name is subsc	y public in and for said county, appeared MARCIA ribed to the foregoing instrument, and he/she ree and voluntary act for the uses and purposes therein set
					Notary Public
					My Commission Expires:
	(Seal)				
	Executed this	day of		, 20	
					JASON WOLF
		) )ss. )			
who is per he/she sign	sonally known to me to be	the same person w	hose name is	subscribed to the	y public in and for said county, appeared JASON WOLF, foregoing instrument, and he/she acknowledged that ct for the uses and purposes therein set forth.
					Notary Public
	(Seal)				My Commission Expires:
	Executed this	day of		, 20	
				<del> </del>	ROBERT W. CORNELL
		) )ss. )			
CORNELI	On this day of , who is personally known	to me to be the sai	me person wh	iose name is subs	ry public in and for said county, appeared ROBERT W. cribed to the foregoing instrument, and he/she free and voluntary act for the uses and purposes therein set
					Notary Public

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Executed this de day of fanuary, 2005.

State of WISCONSUN

County of Dane

On this 20 day of 20 05 before me, a notary public in and for said county, appeared TIFFANY BROECKER, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

My Commission Expires:

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