## PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

### **CONVEYING PARTY DATA**

Name	Execution Date	
Joris Smeuninx	12/09/2005	

### **RECEIVING PARTY DATA**

Name:	Samsonite Corporation
Street Address:	11200 East 45th Avenue
City:	Denver
State/Country:	COLORADO
Postal Code:	80239

#### PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	29243504

## **CORRESPONDENCE DATA**

Fax Number: (303)373-6288

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 303-373-6165

Email: greg\_oconnor@samsonite.com

Correspondent Name: Gregory O'Connor

Address Line 1: 11200 E. 45th Avenue

Address Line 2: Samsonite Corporation

Address Line 4: Denver, COLORADO 80239

NAME OF SUBMITTER: Gregory O'Connor

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## **DESIGN PATENT ASSIGNMENT**

**Parties.** This assignment is made by inventor Joris Smeuninx, of Weversstraat 5, B-2890 Sint-Amands, Belgium, referred to herein as "inventor," to Samsonite Corporation, a corporation organized under the laws of the State of Delaware, of 11200 East 45th Avenue, Denver, Colorado 80239, U.S.A., herein referred to as "assignee."

**Background.** Inventor has invented a new design for a Backpack with Segmented Shell, for which he has made application for Letters Patent of the United States, the invention being described in and identified as an application filed under Express Mail label number EK525878230US on November 23, 2005, in the U.S. Patent and Trademark Office, and as Docket No. P72220 in the Legal Department of Samsonite Corporation, 11200 East 45th Avenue, Denver, Colorado 80239.

Inventor now owns the entire right, title, and interest therein.

Assignee is desirous of acquiring the entire right, title, and interest in said design, invention, and improvements thereon, and in said application, and letters patent, copyrights, and similar property rights therefor, when granted in the United States and foreign countries.

Assignment. For good and valuable consideration, the receipt and sufficiency of which is acknowledged, inventor has sold, assigned, and set over, and by these presents does sell, assign, and set over, to assignee the entire and exclusive right, title, and interest in the application, the invention and design, any improvements on the invention and/or design heretofore or hereafter made or acquired by inventor, and in any patent, registration, copyrights, and similar industrial property (referred to herein generally as "patent") on the invention, design, and/or the improvements that may be granted in the United States or any foreign countries, including each patent granted on any application which is a substitution, or continuation of the application specifically identified herein, and in each extension of the patent, and in all rights of priority in India, Taiwan, R.O.C., or under the Paris Convention. Inventor hereby authorizes and requests the Commissioner of Patents and Trademarks to issue said Letters Patent of the United States of America to assignee, consistent with the terms of this agreement.

**Authorization.** Inventor hereby authorizes assignee to file applications for, to obtain, and to maintain, any patent(s) which assignee may elect to seek in any country or jurisdiction of the world.

**Cooperation.** Inventor covenants and agrees with assignee that inventor will not execute any writing or do any act whatsoever conflicting with these presents, and that inventor will, at any time upon request, without further or additional consideration, but at the expense of assignee, execute such additional acts as said assignee may deem necessary or desirable to

PATENT REEL: 017758 FRAME: 0655 perfect the assignee's enjoyment of this grant, and render all necessary assistance in making application for and obtaining original, divisional, renewal, reissued, or extended Letters Patent of the United States, or of any and all foreign countries, on said design and invention, and in enforcing any rights or choses in action accruing as a result of such applications or patents, by giving testimony in any proceedings or transactions involving such applications or patents, and by executing preliminary statements and other affidavits.

**Term.** The patent rights assigned are to be held by assignee to the full end of the term for which the Letters Patent are granted, and for the term or terms of any extension thereof, as fully as the same would have been held by inventor if this assignment had not been made.

**Successors.** The terms, covenants, and conditions of the assignment shall inure to the benefit of assignee, its successors, assigns and/or other legal representatives, and shall be binding on inventor, his respective heirs, legal representatives, and assigns.

Warranty. Inventor warrants and represents that he has not entered into any assignment, contract or understanding in conflict herewith.

**Filing Date and Serial Number.** Assignee, or its authorized representative, is hereby given authority to insert in this assignment, in the spaces provided below, the official Patent and Trademark Office filing date and serial number of the above identified patent application when said information is obtained from the United States Patent and Trademark Office:

Filing Date:	11/23/2005	Serial Number:	29/243,504	

IN WITNESS WHEREOF, I have hereunto subscribed my name on the date given below.

Joris Smeuninx

Date: 8005/12/03

Signed at: Oudenande

COUNTRY OF $\mathcal{O}$	belgirim Isdenaarde	) ) SS.	
(Dutch Text)	•	,	
Joris Smeuninx die i heeft ondertekend, e	12, 2005, is voor m mij persoonlijk bekend is als n ze neergelegd heeft als zijn gen vermeld in deze dokumen	de persoon die bovenverr eigen en vrijwillige daad	nelde dokumenten
(English Text)	ANDRE TOYE. Notaris Fietelstraat 54 9700 - OUDENAARDE 055.31.94.57 - 4055.30.00.62 E-mail:andre.toye@notaris.be	Amblehjke No	<u>O</u> taris

On this <u>09</u> day of <u>decembn</u>, 2005, before me, a notary public appeared Joris Smeuninx, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and acknowledged that he signed, sealed, and delivered the same instrument as his individual free and voluntary act for the purposes therein <u>set forth</u>.

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ANDRE TOYE
Notaris
Fietelstraat 54
9700 - OUDENAARDE
055.31.94.57 - 
055.30.00.62
E-mail:andre.toye@notaris.be

# **APOSTILLE**

(Convention de La Haye du 5 octobre 1961)

- 1. Pays: Belgique
- 2. Le présent acte public a été signé par: Toye, Andre
- 3. agissant en qualité de: Notaire
- 4. est revêtu du sceau / timbre de: Notaire

Oudenaarde

<u>Attesté</u>

- 5. A Bruxelles
- 6. Le: 14/12/2005
- 7. par le Service public fédéral Affaires étrangères, Commerce extérieur et Coöpération au Développement
- 8. sous le n°: 9805051214568949
- 9. Sceau/timbre:

10. Signature:

N Laproix

PATENT
RECORDED: 06/06/2006 REEL: 017758 FRAME: 0658