# PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

## **CONVEYING PARTY DATA**

Name	Execution Date
Douglas C. Alcumbrack	11/11/2008

### **RECEIVING PARTY DATA**

Name:	Brady Worldwide, Inc.
Street Address:	2221 West Camden Road
City:	Milwaukee
State/Country:	WISCONSIN
Postal Code:	53209

#### PROPERTY NUMBERS Total: 1

Property Type	Number
Patent Number:	5638857

## **CORRESPONDENCE DATA**

Fax Number: (414)271-3552

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

Phone: 414-277-3061

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Correspondent Name: Daniel J. Ark

Address Line 1: 411 E. Wisconsin Avenue

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Address Line 4: Milwaukee, WISCONSIN 53202

ATTORNEY DOCKET NUMBER: 180825.00098

NAME OF SUBMITTER: Daniel J. Ark

Total Attachments: 2

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PATENT REEL: 021912 FRAME: 0868

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#### ADDENDUM TO LICENSE AGREEMENT

#### BETWEEN

BRADY WORLDWIDE, INC. (F/K/A BRADY USA, INC.)

AND

DOUGLAS C. ALCUMBRACK

**EFFECTIVE AUGUST 1, 1996** 

This Addendum, effective as of the 9<sup>th</sup> day of September, 2008, is agreed to by and between Brady Worldwide, Inc. (f/k/a Brady USA, Inc.) (BRADY) and Douglas C. Alcumbrack (ALCUMBRACK).

WHEREAS, ALCUMBRACK is the owner of record of the entire right, title and interest in United States Patent Number 5,638,857 ('857).

WHEREAS, BRADY is desirous of acquiring said '857 and the inventions set forth therein:

NOW, THEREFORE, in consideration of the mutual understandings and obligations hereafter set forth, the parties agree as follows:

- ALCUMBRACK hereby assigns to BRADY the entire right, title and interest in '857.
- 2. As consideration for the Assignment granted herein, BRADY agrees to make payments as follows:
  - a. Final patent office maintenance fee for the maintenance of '857. Such payment shall be made directly to the United States Patent and Trademark Office on or before December 16, 2008.
  - b. Deficiency payment of one thousand eight hundred thirty dollars (\$1,830.00) to be paid directly to the US Patent Office for the deficiency in maintenance fee payments for '857 due to improper entity status filing. Such payment is calculated as follows:

4 year payment made as small entity: \$415.00 4 year payment due for large entity: \$930.00

Difference owed: \$515.00

8 year payment made as small entity: \$1,045.00 8 year payment due for large entity: \$2,360.00

Difference owed: \$1,315.00

c. Royalty payments as agreed to in Section 2. of the August 1, 1996 License Agreement, less the cost of the final patent office maintenance fee and the deficiency payment. No royalty payments shall be due ALCUMBRACK until such time the cumulative royalty payments exceed the cost of the maintenance fee and the deficiency payment.

## For example:

US Maintenance Fee Due \$3,910.00
(large entity status)
Deficiency Payment Due \$1,830.00
Projected Quarterly Royalty Payments: \$403.00
Projected Royalty due for the remaining seven years of the life of the patent - \$11,269.00
\$11,269.00 - (\$3,910.00 + \$1,830.00) = \$5,529.00

Based on this example, royalty payments would recommence at the 15<sup>th</sup> quarter (equivalent to 3 ½ years).

IN WITNESS WHEREOF the parties, through their duly authorized representatives, have executed this Addendum in duplicate original.

Date: Nov // 2008

Douglas Alcumbrack

Date: Nov 14 2008

Brady Worldwide, Inc.

Name: Robert Tatterson

Title: Chief Technology Officer

PATENT REEL: 021912 FRAME: 0870

**RECORDED: 12/03/2008**