

Form PTO-1595 (Rev. 12-08)  
OMB No. 0651-0027 (exp. 01/31/2009)

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

## RECORDATION FORM COVER SHEET PATENTS ONLY

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)

BIC USA Inc.

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

### 3. Nature of conveyance/Execution Date(s):

Execution Date(s) December 31, 2008

- ☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Joint Research Agreement  
☐ Government Interest Assignment  
☐ Executive Order 9424, Confirmatory License  
☐ Other \_\_\_\_\_

### 2. Name and address of receiving party(ies)

Name: BIC Corporation

Internal Address: Legal Dept.

Street Address: One BIC Way, Suite 1

City: Shelton

State: CT

Country: USA Zip: 06484

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

### 4. Application or patent number(s):

A. Patent Application No.(s)

☐ This document is being filed together with a new application.

B. Patent No.(s)

D534,356 S  
D535,480 S  
D552,353 S

Additional numbers attached? ☐ Yes ☒ No

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

Name: Cheryl L. Chadwick, Esquire

Internal Address: Legal Dept.

Street Address: One BIC Way, Suite 1

City: Shelton

State: CT Zip: 06484

Phone Number: 203-783-2078

Fax Number: 203-783-2108

Email Address: \_\_\_\_\_

### 6. Total number of applications and patents involved: 3

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 120.00

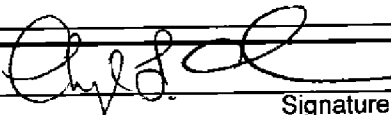
- ☒ Authorized to be charged to deposit account  
☐ Enclosed  
☐ None required (government interest not affecting title)

### 8. Payment Information

Deposit Account Number 501042

Authorized User Name Cheryl L. Chadwick

### 9. Signature:

  
Signature

1/05/2009

Date

Cheryl L. Chadwick  
Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 5

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, V.A. 22313-1450

CH \$120.00 501042 D534356

**ASSIGNMENT**

WHEREAS, BIC USA Inc. a Delaware Corporation, having offices at One BIC Way, Suite 1, Shelton, Connecticut 06484, is the original, first and sole record owner of the subject matter that is claimed in the following United States patents and patent applications (the "Patents"):

Title	Patent No..	Country	Issue/Filing Date
Portion of a Tote Bag	Patent No. US D534,356 S	U.S.	January 7, 2007
Portion of a Tote Bag	Patent No. US D535,480 S	U.S.	January 23, 2007
Portion of a Tote Bag	Patent No. US D552,353 S	U.S.	October 9, 2007

And WHEREAS, BIC CORPORATION, a Connecticut Corporation, having offices at One BIC Way, Suite 1, Shelton, Connecticut 06484, desires to acquire the entire right, title and interest in and to the Patents and any patent issuing therefrom, including continuations, divisions, continuations-in-part, reissues or extensions;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) which has been paid, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, BIC USA INC. HEREBY sells and assigns to BIC CORPORATION, its entire right, title, and interest in and to the Patents to be held and enjoyed by BIC CORPORATION as fully and entirely as the same would have been held and enjoyed by BIC USA INC. had this Assignment not been made, including, without limitation by BIC USA INC.

Any and all reissues, extensions, revisions and reexaminations of the Patents and any and all applications and disclosures relating to the Patents;

Any and all United States patents which may be issued on the Patents and any divisions, continuations or continuations-in-part, and any reissues and extensions thereof;

All priority rights derived from the Patents by virtue of the International Convention for the Protection of the Industrial Property for any and all member countries of the aforesaid International Convention;

All forms of industrial property protection, including, without limitation, patents, utility models, inventors' certificates and designs which have been or may in the future be granted in any country or countries foreign to the United States for the inventions described and/or claimed in the Patents, and all extensions, renewals and reissues thereof;

And the sole right to file applications for patents corresponding to the Patents under the patent laws of any country of the world in its name, and the sole right to have patents granted on said foreign filed applications in its name to the full end of the term for which said patents may be granted, as fully and entirely as the same would have been held by BIC USA INC., had this Agreement not been made;

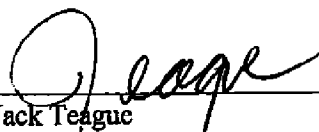
And the sole right to enforce the Patents with the right to sue for and recover for its own use accrued profits or damages for any and all infringements thereof, including, but not limited to, past infringements with respect to which BIC USA INC. hereby waives any right to receive any portion thereof;

AND BIC USA INC. HEREBY covenants and agrees that it will, as requested, communicate to BIC CORPORATION, its successors, legal representatives and assigns, any facts known to it respecting the Patents, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing, reissue and foreign applications, make all rightful oaths, and generally do everything possible to aid BIC CORPORATION, its successors, legal representatives and assigns, to obtain and enforce proper protection for said Patents in all countries, at the expense of BIC CORPORATION;

AND BIC USA INC. HEREBY further covenants and agrees that it has full right to convey the entire interest herein assigned, and that it has not executed, and will not execute, any agreement in conflict herewith.

This Assignment made and effective this 31<sup>st</sup> day of December, 2008.

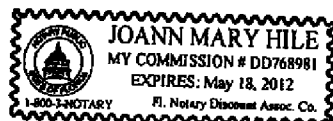
BIC USA INC.

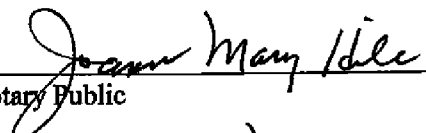
  
\_\_\_\_\_  
Jack Teague  
President - BIC Graphic USA

State of Florida )  
County of Pinellas ) ss.: Clearwater

On this 31<sup>st</sup> day of December, 2008, before me, Joann Mary Hile, the undersigned officer, personally appeared Jack Teague, known to me (or satisfactorily proven) to be the President - BIC Graphic USA, the corporation whose name is subscribed to the within instrument, and acknowledged that he executed same on behalf of BIC USA Inc. for the purposes therein contained.

In witness whereof I hereunto set my hand.



  
\_\_\_\_\_  
Notary Public  
Commission Expires: May 18, 2012

**F A X T R A N S M I T T A L**

*If there is a problem with this  
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**Date:** 05-Jan-2008

**Total Pages:** Five (5) including cover

**Deliver to:** US Patent & Trademark Office

**Telephone:**

Attn: Document Services

**Facsimile:** (571) 273-0140

**From:** Sandra M. Conlan

**Telephone:** 203-783-2076

**Facsimile:** 203-783-2108

**Message:**

**RE: Recordation Form Cover Sheet Assignment – BIC USA Inc.**

Dear Sir or Madam:

Attached please find executed documents for filing in the above- referenced matters.

**CONFIDENTIALITY NOTICE**

This facsimile message is confidential and may contain legally privileged information intended only for the use of the individual or company named above. If the reader of this message is not the intended recipient, or the employee or agent responsible to deliver it to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please immediately notify us by telephone, and return the original message to us at the address below.

BIC Corporation, 500 BIC Drive, Milford, Connecticut 06460 USA [www.bicworld.com](http://www.bicworld.com)

**PATENT**

**RECORDED: 01/06/2009**

**REEL: 022052 FRAME: 0796**