PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: **NEW ASSIGNMENT** NATURE OF CONVEYANCE: **ASSIGNMENT**

CONVEYING PARTY DATA

Name	Execution Date
Binney & Smith LLC	01/12/2009

RECEIVING PARTY DATA

Name:	Crayola LLC
Street Address:	1738-1730 Bushkill Drive
City:	Easton
State/Country:	PENNSYLVANIA
Postal Code:	18044

PROPERTY NUMBERS Total: 8

Property Type	Number
Application Number:	10880264
Application Number:	11406906
Application Number:	11498469
Application Number:	11302020
Patent Number:	6359057
Patent Number:	6344498
Patent Number:	6706783
Patent Number:	6441091

CORRESPONDENCE DATA

Fax Number: (610)407-0701

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

Phone: 610-407-0700

Email: mgmcdevitt@ratnerprestia.com

Correspondent Name: Jonathan H. Spadt Address Line 1: 1235 Westlakes Drive

Suite 301 Address Line 2:

PATENT

500779958 **REEL: 022248 FRAME: 0223**

Address Line 4: Berwyn, PENN	ISYLVANIA 19312
ATTORNEY DOCKET NUMBER:	BIN-001
NAME OF SUBMITTER:	JONATHAN H. SPADT
Total Attachments: 2 source=crayolaassignment#page1.tif source=crayolaassignment#page2.tif	

PATENT REEL: 022248 FRAME: 0224

	United States Patent and Trademark Office
	FORM COVER SHEET
	NTS ONLY
To the Director of the U.S. Patent and Trademark Office: Ple	ease record the attached documents or the new address(es) below.
1. Name of conveying party(ies)	2. Name and address of receiving party(ies):
Binney & Smith LLC	Name: <u>Crayola LLC</u>
<u>1728-1730 Bushkill Drive</u> Easton, PA <u>18044-0431</u>	Internal Address:
USA	Street Address: <u>1728-1730 Bushkill Drive</u>
Additional name(s) of conveying party(ies) attached? YES NO	
3. Nature of Conveyance:	City: <u>Easton</u>
Execution Date(s) January 12, 2009	State: <u>PA</u>
	Zip: <u>18044-0431</u>
Assignment	Country: <u>USA</u>
Joint Research Agreement	
Government Interest Assignment	
Executive Order 9424, Confirmatory License	
Correction of Assignment Recordation	Additional name(s) & address(es) attached? YES NO
(previously recorded at Reel, Frame). Other	1
4. Application or patent number(s): This docum	ent is being filed together with a new application.
A. Patent Application Number(s) 10/880,264;	B. Patent Number(s) 6,359,057; 6,344,498; 6,706,783; and
11/406,906; 11/498,469 and 11/302,020	<u>6,441,091</u>
Additional number(s) atta	
5. Name and address of party to whom correspondence concerning document should be	6. Total number of applications and patents involved:
mailed:	
Name: <u>Jonathan H. Spadt</u>	8
Internal Address: RatnerPrestia	7. Total fee (37 CFR 1.21(h) & 3.41): \$ 320.00
Street Address: Suite 301	Authorized to be charged by credit card
One Westlakes Berwyn, P.O. Box 980	Authorized to be charged by cledit card Authorized to be charged to deposit account
City: Valley Forge State: PA ZIP: 19482-0980	Enclosed ###
Phone Number: (610) 407-0700 Fax Number: (610) 407-0701	None required (government interest not affecting title)
, ,	8. Payment Information
OR .	a. Credit Card - Last 4 Numbers 1003
Street Address: Nemours Building	Expiration Date 3/2011
1007 Orange Street Suite 1100, P.O. Box 1596	b. Deposit Account Number 180350
City: Wilmington State: DE ZIP: 19899	Authorized User Name Jonathan H. Spadt
Phone Number: (302) 778-2500 Fax Number: (302) 778-2600	The Director is authorized to charge additional fees or underpayments or credit overpayments to above deposit
(552)5	account number
0	Cre 10 7 200
9. Signature:	FEB. 12, 2009
O Signature	Total number of pages including
Jonathan H. Spadt	45,122 cover sheet, attachments and
Name of Person Signing F	Registration Number documents:

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, VA 22313-1450

Whereas, the Assignor(s): ASSIGNOR(s)/ INVENTOR(s) Islane warre(s): Fatent Number Issue Date Recordation Date Ree Frame	ASSIGNMENT				Docket Number (optional):		
Stare owner(s) of the pending applications and issued patents listed below: Patent Number Issue Date Recordation Date Reel Frame (3,389,057 29192002 392/2000 010653 0997 (3,344,498 2/5/2002 5711/2001 011/97 0820 (3,706,783 3/16/2004 19/1/2003 014338 0569 (3,706,783 3/16/2004 19/1/2003 014338 0569 (3,441,091 8/27/2002 11/24/2002 012549 0629 Application No. File Date Recordation Date Reel Frame (3,680,264 6/29/2004 9/30/2004 0158483 0555 (1)708,209 4/19/2006 4/19/2006 017788 0694 (1)7408,909 4/19/2006 4/19/2006 017788 0694 (1)7408,909 4/19/2006 19/30/2006 017878 0259 (1)7408,909 4/19/2006 19/30/2006 017878 0259 (1)7408,909 1/21/30/2005 12/13/2005 017367 0538 ASSIGNEE Crayola LLC (728/1-1730 Bushkill Drive (Full Name and Address) Easton, PA 18044-0431 (Sesirous of acquiring the entire interest in and to said invention and the above-identified pending patent applications and letters patent. Now, therefore, in consideration of the payment by Assignee to Assignor of a sum corresponding to Dollar (\$1.00), and for other good and valuable consideration, the receipt of which is hereby acknowledged Assignor, intending to be legally bound, hereby sells, assigns and transfers to Assignee, its successors and assigns, the full and exclusive right, title and interest in and to said invention, all applications for Letters Pat for said invention, including all divisions, continuations, and continuations—part thereof, all rights to claim priority based thereon, and all Letters Patent, including reissues, to be obtained therefor, including any and foreign patent rights in this invention corresponding thereto. Assignor hereby warrants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Assignment. Assignor agrees it shall be legally bound, upon request of the Assignee or its successors or assigns legal representative thereof, to supply all information and evidence of which the Assignor has knowledge or possession, relating to the making and practice of sai	Whereas, the Ass	ignor(s):			<u>,</u>		
s/are owner(s) of the pending applications and issued patents listed below: Patent Number Issue Date Recordation Date Reel Frame 6,399,057 3/19/2002 3/2/2000 0/10653 0997 6,344.498 2/5/2002 5/11/2001 0/1197 0820 6,706,783 3/16/2004 8/1/2003 0/14338 0560 6,441,091 8/2/7/2002 1/24/2002 0/12548 0629 Application No. File Date Recordation Date Reel Frame 10/1880,264 6/2/2004 9/30/2004 0/158483 0555 11/409,506 4/19/2006 4/19/2006 0/17789 0624 11/409,506 4/19/2006 4/19/2006 0/17789 0654 11/409,606 8/3/2006 8/28/2006 0/18178 0255 11/409,609 1/2/13/2005 12/13/2005 0/17367 0538 ASSIGNEE (Full Name and Address) Crayola LLC 1728-1730 Bushkill Drive Easton, PA 18044-0431 is desirous of acquiring the entire interest in and to said invention and the above-identified pending patent applications and letters patent. Now, therefore, in consideration of the payment by Assignee to Assignor of a sum corresponding to Salgon, the full and exclusive right, title and interest in and to said invention, all applications for Letters at or said invention, including all divisions, continuations, and continuations-in-part threrof, all rights to Calm priority based thereon, and all Letters Patent, including reissues, to be obtained therefor, including any and foreign patent rights in this invention corresponding thereto. Assignor hereby warrants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Assignment. Assignor agrees it shall be legally bound, upon request of the Assignee or its successors or assigns legal representative thereof, to supply all information and evidence of which the Assignor has knowledge or possession, relating to the making and practice of said invention, to testify in any legal proceeding relation in the United States of America and foreig countries in the name of the Assignee, and to execute all instruments proper to carry out the intent of this instrument. If the invention requires a biological deposit, Assignor also grants to Assignee su		1. Binney & Smith LLC					
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Signor S	s/are owner(s) of	the pending	applications				
6,394,498 2/6/2002 5/11/2001 011797 0620 6,706,783 3/16/2002 1/24/2003 014338 0560 6,706,783 3/16/2002 1/24/2003 014338 0560 6,441,091 8/27/2002 1/24/2002 012548 0629 Application No. File Date Recordation Date Reel Frame 10/880,264 6/29/2004 9/30/2004 0155483 0555 11/406,906 4/19/2006 4/19/2006 018778 0604 11/498,469 8/3/2006 8/28/2006 018178 0250 11/498,469 8/3/2006 12/13/2005 017786 0604 11/498,469 8/3/2006 12/13/2005 018178 0250 11/302,020 12/13/2005 12/13/2005 017367 0538 Crayola LLC 1728-1730 Bushkill Drive Easton, PA 18044-0431 S desirous of acquiring the entire interest in and to said invention and the above-identified pending patent applications and letters patent. Now, therefore, in consideration of the payment by Assignee to Assignor of a sum corresponding to Dollar (\$1.00), and for other good and valuable consideration, the receipt of which is hereby acknowledged, Assignor, intending to be legally bound, hereby sells, assigns and transfers to Assignee, its cuccessors and sassigns, the full and exclusive right, title and interest in and to said invention, all applications for Letters Pater or said invention, including all divisions, continuations, and continuations-in-part thereof, all rights to claim priority based thereon, and all Letters Patent, including reissues, to be obtained therefor, including any and foreign patent rights in this invention corresponding thereto. Assignor hereby warrants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Assignment. Assignor agrees it shall be legally bound, upon request of the Assignee or its successors or assigns legal representative thereof, to supply all information and evidence of which the Assignor has knowledge or possession, relating to the making and practice of said invention, to testify in any legal proceeding relating thereto, to execute all instruments proper to patent the invention in the United States of America and foreig countries in the name of the Assignee, and to							
6,441,991 8/71/2002 8/71/2002 012549 0659 6,441,991 8/71/2002 1/24/2002 012549 0659 6,441,991 8/71/2002 1/24/2002 012549 0659 Application No. File Date Recordation Date Reel Frame 10/880,264 6/29/2004 9/30/2004 0155483 0555 11/405,905 4/19/2006 4/19/2006 017788 0604 11/405,905 4/19/2006 4/19/2006 018778 0250 11/405,905 4/19/2006 8/29/2008 018178 0250 11/400,000 12/13/2005 12/13/2005 017367 0538 ASSIGNEE Crayola LLC 1728-1730 Bushkill Drive Easton, PA 18044-0431 S desirous of acquiring the entire interest in and to said invention and the above-identified pending patent applications and letters patent. Now, therefore, in consideration of the payment by Assignee to Assignor of a sum corresponding to Dollar (\$1.00), and for other good and valuable consideration, the receipt of which is hereby acknowledged, Assignor, intending to be legally bound, hereby sells, assigns and transfers to Assignee, its successors and assigns, the full and exclusive right, title and interest in and to said invention, all applications for Letters Patro said invention, including all divisions, continuations, and continuations-in-part thereof, all rights to claim priority based thereon, and all Letters Patent, including reissues, to be obtained therefor, including any and foreign patent rights in this invention corresponding thereto. Assignor hereby warrants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Assignment. Assignor agrees it shall be legally bound, upon request of the Assignee or its successors or assigns legal representative thereof, to supply all information and evidence of which the Assignor has knowledge on possession, relating to the making and practice of said invention, to testify in any legal proceeding relating thereto, to execute all instruments proper to patent the invention in the United States of America and foreign patent rights are applications of said invention, to testify in any legal proceeding relating thereto, to execute all instr							
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11/14/98,469 8/3/2006 8/28/2006 018178 0250 11/13/02,020 12/13/2005 12/13/2005 017367 0638 Crayola LLC ASSIGNEE Full Name and Address) Crayola LLC 1728-1730 Bushkill Drive Easton, PA 18044-0431 Sedesirous of acquiring the entire interest in and to said invention and the above-identified pending patent applications and letters patent. Now, therefore, in consideration of the payment by Assignee to Assignor of a sum corresponding to Pollar (\$1.00), and for other good and valuable consideration, the receipt of which is hereby acknowledged, Assignor, intending to be legally bound, hereby sells, assigns and transfers to Assignee, its successors and assigns, the full and exclusive right, title and interest in and to said invention, all applications for Letters Patfor said invention, including all divisions, continuations, and continuations-in-part thereof, all rights to claim priority based thereon, and all Letters Patent, including relissues, to be obtained therefor, including any and foreign patent rights in this invention corresponding thereto. Assignor hereby warrants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Assignment. Assignor agrees it shall be legally bound, upon request of the Assignee or its successors or assigns legal representative thereof, to supply all information and evidence of which the Assignor has knowledge or possession, relating to the making and practice of said invention, to testify in any legal proceeding relating thereto, to execute all instruments proper to patent the invention in the United States of America and foreign countries in the name of the Assignee, and to execute all instruments proper to carry out the intent of this instrument. If the invention requires a biological deposit, Assignor also grants to Assignee such control over an deposit made by Assignor as may be necessary to the validity of the patent rights assigned herein. If the Assignor includes more than one individual, these obligations		6/29/2	004				
11/1492,020 12/13/2005 12/13/2005 017367 0538 Crayola LLC 1728-1730 Bushkill Drive Easton, PA 18044-0431 See desirous of acquiring the entire interest in and to said invention and the above-identified pending patent applications and letters patent. Now, therefore, in consideration of the payment by Assignee to Assignor of a sum corresponding to collar (\$1.00), and for other good and valuable consideration, the receipt of which is hereby acknowledged, Assignor, intending to be legally bound, hereby sells, assigns and transfers to Assignee, its successors and sassigns, the full and exclusive right, title and interest in and to said invention, all applications for Letters Pat for said invention, including all divisions, continuations, and continuations-in-part thereof, all rights to claim priority based thereon, and all Letters Patent, including reissues, to be obtained therefor, including any and foreign patent rights in this invention corresponding thereto. Assignor hereby warrants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Assignment. Assignor agrees it shall be legally bound, upon request of the Assignee or its successors or assigns legal representative thereof, to supply all information and evidence of which the Assignor has knowledge or possession, relating to the making and practice of said invention, to testify in any legal proceeding relating thereto, to execute all instruments proper to patent the invention in the United States of America and foreign countries in the name of the Assignee, and to execute all instruments proper to carry out the intent of this instrument. If the invention requires a biological deposit, Assignor also grants to Assignee such control over an deposit made by Assignor as may be necessary to the validity of the patent rights assigned herein. If the Assignor includes more than one individual, these obligations shall apply to these individuals individually and collectively. In witness whereof, t	11/406,906						
ASSIGNEE Full Name and Address) Crayola LLC 1728-1730 Bushkill Drive Easton, PA 18044-0431 S desirous of acquiring the entire interest in and to said invention and the above-identified pending patent applications and letters patent. Now, therefore, in consideration of the payment by Assignee to Assignor of a sum corresponding to Collar (\$1.00), and for other good and valuable consideration, the receipt of which is hereby acknowledged, Assignor, intending to be legally bound, hereby sells, assigns and transfers to Assignee, its successors and assigns, the full and exclusive right, title and interest in and to said invention, all applications for Letters Patent including all divisions, continuations, and continuations-in-part thereof, all rights to claim foreign patent rights in this invention corresponding thereto. Assignor hereby warrants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Assignment. Assignor agrees it shall be legally bound, upon request of the Assignee or its successors or assigns legal representative thereof, to supply all information and evidence of which the Assignor has knowledge or possession, relating to the making and practice of said invention, to testify in any legal proceeding relating thereto, to execute all instruments proper to patent the invention in the United States of America and foreign countries in the name of the Assignee, and to execute all instruments proper to carry out the intent of this instrument. If the invention requires a biological deposit, Assignor also grants to Assignee such control over an deposit made by Assignor as may be necessary to the validity of the patent rights assigned herein. If the Assignor includes more than one individual, these obligations shall apply to these individuals individually and collectively. In witness whereof, this Assignment is executed on the day indicated below.							
ASSIGNEE Full Name and Address) 1728-1730 Bushkill Drive Easton, PA 18044-0431 s desirous of acquiring the entire interest in and to said invention and the above-identified pending patent applications and letters patent. Now, therefore, in consideration of the payment by Assignee to Assignor of a sum corresponding to Dollar (\$1.00), and for other good and valuable consideration, the receipt of which is hereby acknowledged, Assignor, intending to be legally bound, hereby sells, assigns and transfers to Assignee, its successors and assigns, the full and exclusive right, title and interest in and to said invention, all applications for Letters Pater or said invention, including all divisions, continuations, and continuations-in-part thereof, all rights to claim priority based thereon, and all Letters Patent, including reissues, to be obtained therefor, including any and foreign patent rights in this invention corresponding thereto. Assignor hereby warrants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Assignment. Assignor agrees it shall be legally bound, upon request of the Assignee or its successors or assigns legal representative thereof, to supply all information and evidence of which the Assignor has knowledge or possession, relating to the making and practice of said invention, to testify in any legal proceeding relating thereto, to execute all instruments proper to patent the invention in the United States of America and foreig countries in the name of the Assignee, and to execute all instruments proper to carry out the intent of this instrument. If the invention requires a biological deposit, Assignor also grants to Assignee such control over an deposit made by Assignor as may be necessary to the validity of the patent rights assigned herein. If the Assignor includes more than one individual, these obligations shall apply to these individuals individually and collectively. In witness whereof, this Assignment is executed on	11/302,020	12/13/	2005	12/13/2005	1 01/3	707	UDDO
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Assignor agrees it shall be legally bound, upon request of the Assignee or its successors or assigns legal representative thereof, to supply all information and evidence of which the Assignor has knowledge or possession, relating to the making and practice of said invention, to testify in any legal proceeding relating thereto, to execute all instruments proper to patent the invention in the United States of America and foreig countries in the name of the Assignee, and to execute all instruments proper to carry out the intent of this instrument. If the invention requires a biological deposit, Assignor also grants to Assignee such control over an deposit made by Assignor as may be necessary to the validity of the patent rights assigned herein. If the Assignor includes more than one individual, these obligations shall apply to these individuals individually and collectively. In witness whereof, this Assignment is executed on the day indicated below. Signature: Title: Vi go Pragidant and Conoral Co	assigns, the full for said invention priority based the foreign patent rig	and exclusin, includin ereon, and ghts in this	sive right, ti g all divisio i all Letters s invention (tle and interest in an ns, continuations, an Patent, including rei corresponding theret	d to sa d cont ssues, o.	inuation to be o	inon, an applications for Letters Fater is-in-part thereof, all rights to claim btained therefor, including any and all
If the Assignor includes more than one individual, these obligations shall apply to these individuals individually and collectively. In witness whereof, this Assignment is executed on the day indicated below. Signature:	Assignor Assignor legal representa possession, rela thereto, to execu countries in the instrument.	I into which agrees it tive thereof ting to the ute all instended in the uter all instended in the ut	shall be leg of, to supply making an iruments pro he Assigned	offict with this Assign pally bound, upon recy all information and d practice of said invoper to patent the invey, and to execute all	ment. quest o evider rentior rentior instrur	of the As nce of w n, to test n in the U ments pr	ssignee or its successors or assigns or hich the Assignor has knowledge or ify in any legal proceeding relating United States of America and foreign roper to carry out the intent of this
In witness whereof, this Assignment is executed on the day indicated below. Signature: This bit Arm. The Vice President and Conoral Con	deposit made by	y Assignoi	r as may be	necessary to the val	liaity o	t the pa	tent rights assigned herein.
Signature: Tille: Vice President and Coneral Co.	individually and	collective	ely.				
Name:Dwight Arn Title: _Vice President and General Con		ss whereo	of, this Assiç	gnment is executed o	n the	day indi	cated below.
	Name: Dv	vight Aı	cn		Title:	Vice	President and General Coun
Date: 01-12-2009	01	-12-200)9				

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