PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Andreas Papenfuss	11/26/2009

RECEIVING PARTY DATA

Name:	Faber-Castell Aktiengesellschaft
Street Address:	Nurnberger Str. 2
City:	Stein
State/Country:	GERMANY
Postal Code:	D-90546

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	29346286

CORRESPONDENCE DATA

Fax Number: (216)241-0816

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

Phone: 216-622-8844

Email: smoorhead@calfee.com

Correspondent Name: Sean T. Moorhead

Address Line 1: 800 Superior Avenue, Suite 1400

Address Line 4: Cleveland, OHIO 44114

ATTORNEY DOCKET NUMBER: 26856/04068

NAME OF SUBMITTER: Sean T. Moorhead

Total Attachments: 3

source=00685671#page1.tif

source=00685671#page2.tif

source=00685671#page3.tif

PATENT REEL: 023580 FRAME: 0250 H \$40.00 29546

501027256

Attorney Docket No.: 26856/04068

ASSIGNMENT

This Assignment is made and entered into by and between (1) Andreas Papenfuss, residing at Marktstrasse 12, Weimar, D-99423, Germany, (hereinafter referred to as "INVENTORS"), and Faber-Castell Aktiengesellschaft, a German corporation with its principal place of business at Nürnberger Str. 2, D-90546 Stein, Germany (hereinafter referred to as "FABER-CASTELL").

Whereas, INVENTORS have invented certain inventions described in a United States Nonprovisional Patent Application entitled CUTTING IMPLEMENT and identified by Attorney Docket No. 26856/04068, filed on October 29, 2009, and later assigned U.S. Patent Application Serial Number 29/346,286 (the "Patent Application"), which Patent Application INVENTORS have reviewed.

Whereas, FABER-CASTBLL desires to acquire the entire right, title and interest in said Patent Application and said inventions, and to any United States and foreign patents to be obtained therefor; and

Now, therefore, for good and valuable consideration, receipt of which is hereby acknowledged:

- 1. INVENTORS hereby sell, assign, and transfer to FABER-CASTELL, its successors and assigns, the entire right, title and interest, so far as concerns the United States and the Territories and Possessions thereof and all foreign countries, in and to the Patent Application, the inventions set forth in the Patent Application, any and all other applications for Letters Patent on said inventions in the United States and in countries foreign to the United States, including all conversion, provisional, non-provisional, divisional, renewal, extension, reexamination, substitute, continuation, continuation-in-part, reissue, and Convention applications based in whole or in part upon said inventions or upon said applications, and any and all Letters Patent and reissues and extension of Letters Patent granted for said inventions or upon said applications, and every priority right that is or may be predicated upon or arise from said inventions, said applications and said Letters Patent.
- FABER-CASTELL is hereby authorized to file patent applications in any or all countries on any or all said inventions in the name of the INVENTORS or in the name of

Page 1 of 3

100664199.DOC:1-1

Attorney Docket No.: 26856/04068

FABER-CASTELL or otherwise as FABER-CASTELL may deem advisable, under the International Convention or otherwise.

- The Commissioner of Patents of the United States of America and the empowered
 officials of all other governments are hereby authorized to issue or transfer all said Letters Patent
 to FABER-CASTELL in accordance herewith.
- 4. This Assignment is being made under covenant, not only that full power to make the same is had by the INVENTORS, but also that, at the time of execution of this Assignment, such assigned right is not encumbered by any grant, license, governmental restriction, or other right heretofore given.
- 5. INVENTORS agree that they will do all acts reasonably serving to assure that said inventions, patent applications and Letters Patent shall be held and enjoyed by FABER-CASTELL as fully and entirely as the same could have been held and enjoyed by the INVENTORS if this Assignment had not been made, and particularly to execute and deliver to FABER-CASTELL all lawful documents including petitions, specifications, oaths, assignments, invention disclaimers, lawful affidavits, and declarations in form and in substance which may be requested by FABER-CASTELL, to furnish FABER-CASTELL with all facts relating to said inventions or the history thereof and any and all documents, photographs, models, samples or other physical exhibits which may be useful for establishing the facts of conception, disclosure and reduction to practice of said inventions, and to testify in any proceedings relating to said inventions, patent applications and Letters Patent.
- 6. INVENTORS hereby requests that FABER-CASTELL or its counsel enter or correct the date(s) of execution of the afore-referenced Patent Application, and enter or correct the Application Serial No. if available, prior to recording this assignment, to have the same effect as if entered prior to execution of this Assignment.

Page 2 of 3

Attorney Docket No.: 26856/04068

Marja Einkore.
Printed Name of Witness

submit to the jurisdiction of any court in N	hiremberg, Germany.
Signature:	
Andreas parentuss	26.44.2000
ANDREAS PAPENTUSS	DATE
Date: <u>26. /14. 7009</u>	
	/ Witness Signature
	Sander (14 (1636)) Printed Name of Witness
Date:	
	Witness Signature

the laws and courts of the Federal Republic of Germany. INVENTORS hereby also agree to

INVENTORS agree that this Assignment shall be construed in accordance with

{00664199.DOC;1 }

RECORDED: 11/30/2009

7.

Page 3 of 3

PATENT REEL: 023580 FRAME: 0253