

03-24-2010



T

103592672

To the Director of the U.S. Patent and Trademark Office. Please record the attached documents or the new address(es) below.

3-23-10

1. Name of conveying party(ies)

Ben Manheimer III  
William M. Sherk, Jr.  
Swee Beng Tan

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

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

Execution Date(s) March 2nd, 9th and 11th of 2010

- 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: Miraclecorp Products

Internal Address: \_\_\_\_\_

Street Address: 2425 W. Dorothy Lane

City: Dayton

State: Ohio

Country: USA

Zip: 45439

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

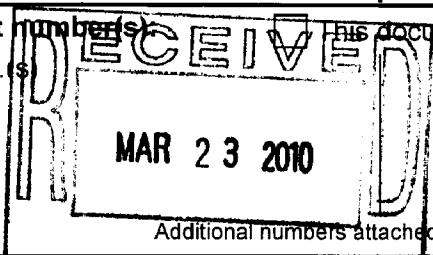
4. Application or patent number(s)

A. Patent Application No. (s)

29/308,749

This document is being filed together with a new application.

B. Patent No. (s)



Additional numbers attached?  Yes  No

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

Name: Paul M. Denk

Internal Address: \_\_\_\_\_

Street Address: 763 S. New Ballas Road, Suite 305

City: St. Louis

State: Missouri

Zip: 63141

Phone Number: (314)872-8136

Fax Number: (314)447-0390

Email Address: denkpatentlaw@earthlink.net

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 1.21(h) & 3.41) \$40.00

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

8. Payment Information

Deposit Account Number 040731

03/23/2010 LUPELLER 00000036 29308749

Authorized User Name Paul M. Denk

01/16/2010

40.00 DP

9. Signature:

Signature

Date

Paul M. Denk

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

## ASSIGNMENT

**WHEREAS**, we, the undersigned, Ben Manheimer III, William M. Sherk, Jr. and Swee Beng Tan, being, citizens of the United States and residing in the counties of Chesterfield and Dayton, State of Missouri and Ohio, all are citizens of the United States. Both Ben Manheimer III and Swee Beng Tan are consultants, whereas William M. Sherk is an employee of MIRACLECORP PRODUCTS, an Ohio corporation, having a place of business located at 2425 W. Dorothy Lane, Dayton, OH 45439, understand and acknowledge that we enjoy such employment and consulting, in part, because of our potential capacity to invent, that one of our duties as such an consultants/employee is to endeavor at all times to make inventions and improvements upon a design for a safety nail clipper for the benefit of our employer and principal, and that as a condition of our said consulting/employment is and has been that all design patent rights appertaining to any invention made by us, in the course of our consultants/employment, be assigned by us unto the said MIRACLECORP PRODUCTS without any additional charge whatsoever in addition to our remuneration and salary; and

**WHEREAS**, in the course of said consultant/employment, we, the undersigned Ben Manheimer III, William M. Sherk, Jr. and Swee Beng Tan, have invented certain improvements in a design for

### **ANIMAL SAFETY NAIL CLIPPER**

for which application was made to obtain design patent protection in the United States.

**NOW, THEREFORE**, Know All Men By These Presents That, in compliance with the duties and obligations inherent in our aforesaid consulting relationship; or as officer or employer of our said employer, and in further consideration of a bonus of One Dollar (\$1.00) in hand, paid by said MIRACLECORP PRODUCTS, a corporation, receipt whereof by us is hereby

acknowledged, we, said Ben Manheimer III, William M. Sherk, Jr. and Swee Beng Tan, do hereby formally assign, transfer, and set over unto said MIRACLECORP PRODUCTS, a corporation, its successors and assigns, all right, title, and interest in and to the aforesaid invention, which is patent application No. 29/308,749, as fully and entirely as the same would have been held and enjoyed by us if this Assignment and sale had not been made; and we agree to execute such further applications, powers of attorney, assignments, and other documents as may be necessary or desirable to fully effectuate this Assignment.

**AND**, we further grant to MIRACLECORP PRODUCTS, its successors and assigns, the right to claim, for any application for said invention, the full benefit of any international agreement between the United States and any foreign country or countries.

**AND**, we do hereby authorize and request the Commissioner for Patents and Trademarks to issue the said patent, when granted, to the said MIRACLECORP PRODUCTS, its successors and assigns, as assignee of the entire right, title and interest in and to said invention for the sole use and behoof of said MIRACLECORP PRODUCTS, a corporation, for its successors and assigns, to the full ends of the terms for which said design patent may be granted.

The Serial Number and filing date of the application for patent contained in this Assignment is as follows:

**Serial No.** 29/308,749

**Filing Date** 07/03/2008

**EXECUTED** and delivered this 9<sup>th</sup> day of March, 2010.

  
\_\_\_\_\_  
Ben Manheimer, III

STATE OF Missouri )  
 ) SS.  
COUNTY OF St. Louis )

On this 9<sup>th</sup> day of March, 2010, before me, a Notary Public, personally appeared \_\_\_\_\_, to me known to be the person named in and who executed the foregoing Assignment, and who acknowledged to me that he executed the same for the uses and purposes therein stated, as his/her own free act and deed.



**RACHEL M. CLARK**  
My Commission Expires  
June 5, 2012  
St. Louis County  
Commission #08870288

Rachel M. Clark  
Notary Public

My Commission Expires: June 5, 2012

**EXECUTED** and delivered this 2<sup>nd</sup> day of March, 2010.

William M. Sherk, Jr.  
William M. Sherk, Jr.

STATE OF Ohio )  
 ) SS.  
COUNTY OF Montgomery

On this 2<sup>nd</sup> day of March, 2010, before me, a Notary Public, personally appeared William M. Sherk, Jr. to me known to be the person named in and who executed the foregoing Assignment, and who acknowledged to me that he executed the same for the uses and purposes therein stated, as his/her own free act and deed.

[SEAL]

Susan G. Kuykendall-Lovy  
Notary Public

My Commission Expires: March 3, 2010

**SUSAN G. KUYKENDALL-LOVY, Notary Public**  
In and for the State of Ohio  
My Commission Expires March 3, 2010

EXECUTED and delivered this 11 day of March, 2010.

*Swee Beng Tan*  
Swee Beng Tan

STATE OF Missouri )  
COUNTY OF St Louis ) SS.

On this 11 day of March, 2010, before me, a Notary Public, personally appeared Swee Beng Tan, to me known to be the person named in and who executed the foregoing Assignment, and who acknowledged to me that he executed the same for the uses and purposes therein stated, as his/her own free act and deed.

[SEAL]

*Kathleen B. Palmer*  
Notary Public

My Commission Expires: July 21, 2013

D.N. 7892

