

# PATENT ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
Achim Biegel	10/31/2011
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	ABIGRO GmbH & Co. KG
<b>Street Address:</b>	Humweilerstrasse 73 B
<b>City:</b>	Oberthal
<b>State/Country:</b>	GERMANY
<b>Postal Code:</b>	66649
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	D611384
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(854)709-0519
<b>Phone:</b>	++49 6854 7090285
<b>Email:</b>	info@abigro.de
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
<b>Correspondent Name:</b>	Achim Biegel
<b>Address Line 1:</b>	Humweilerstrasse 73 B
<b>Address Line 4:</b>	Oberthal, GERMANY 66649
<b>NAME OF SUBMITTER:</b>	Achim Biegel
<b>Total Attachments: 7</b> source=pto1595 patent D611384#page1.tif source=pto1595 patent D611384#page2.tif source=pto1595 patent D611384#page3.tif source=Patent assignment agreement patent D611384#page1.tif source=Patent assignment agreement patent D611384#page2.tif source=Patent assignment agreement patent D611384#page3.tif source=Issue notification patent D611384#page1.tif	

OP \$40.00 D611384

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**PATENT**  
**REEL: 027233 FRAME: 0019**

## 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)

Achim Biegel

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

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

Execution Date(s) 31 October 2011

- ☒ 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: ABIGRO GmbH & Co. KG

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

Street Address: Humweilerstrasse 73 B

City: Oberthal

State: Saarland

Country: Germany Zip: 66649

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

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

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

A. Patent Application No.(s)

B. Patent No.(s)

D611384

Additional numbers attached? ☐ Yes ☒ No

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

Name: Achim Biegel

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

Street Address: Humweilerstrasse 73 B

City: Oberthal

State: Germany (Saarland) Zip: 66649

Phone Number: ++49 6854 7090285

Fax Number: ++49 6854 7090519

Email Address: info@abigro.de

### 6. Total number of applications and patents involved: 1

### 7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40

- ☐ Authorized to be charged to deposit account  
☒ Enclosed (Credit card payment form will be faxed.)  
☐ None required (government interest not affecting title)

### 8. Payment Information

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

### 9. Signature:

/Achim Biegel/  
Signature

11/16/2011  
Date

Achim Biegel  
Name of Person Signing

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

7

## **Guidelines for Completing Patents Cover Sheets (PTO-1595)**

Cover Sheet information must be submitted with each document to be recorded. If the document to be recorded concerns both patents and trademarks separate patent and trademark cover sheets, including any attached pages for continuing information, must accompany the document. All pages of the cover sheet should be numbered consecutively, for example, if both a patent and trademark cover sheet is used, and information is continued on one additional page for both patents and trademarks, the pages of the cover sheet would be numbered from 1 to 4.

### **Item 1. Name of Conveying Party(ies).**

Enter the full name of the party(ies) conveying the interest. If there is insufficient space, enter a check mark in the "Yes" box to indicate that additional information is attached. The name of the additional conveying party(ies) should be placed on an attached page clearly identified as a continuation of the information Item 1. Enter a check mark in the "No" box, if no information is contained on an attached page. If the document to be recorded is a joint research agreement, enter the name(s) of the party(ies) other than the owner of the patent or patent application as the conveying party(ies).

### **Item 2. Name and Address of Receiving Party(ies).**

Enter the name and full address of the first party receiving the interest. If there is more than one party receiving the interest, enter a check mark in the "Yes" box to indicate that additional information is attached. Enter a check mark in the "No" box, if no information is contained on an attached page. If the document to be recorded is a joint research agreement, enter the name(s) of the patent or patent application owner(s) as the receiving party.

### **Item 3. Nature of Conveyance/Execution Date(s).**

Enter the execution date(s) of the document. It is preferable to use the name of the month, or an abbreviation of that name, in order that confusion over dates is minimized. Place a check mark in the appropriate box describing the nature of the conveying document. If the "Other" box is checked, specify the nature of the conveyance.

### **Item 4. Application Number(s) or Patent Number(s).**

Indicate the application number(s), and/or patent number(s) against which the document is to be recorded. National application numbers must include both the series code and a six-digit number (e.g., 07/123,456), and international application numbers must be complete (e.g., PCT/US91/12345).

Enter a check mark in the appropriate box: "Yes" or "No" if additional numbers appear on attached pages. Be sure to identify numbers included on attached pages as the continuation of Item 4. Also enter a check mark if this Assignment is being filed with a new application.

### **Item 5. Name and Address of Party to whom correspondence concerning the document should be mailed.**

Enter the name and full address of the party to whom correspondence is to be mailed.

### **Item 6. Total Applications and Patents involved.**

Enter the total number of applications and patents identified for recordation. Be sure to include all applications and patents identified on the cover sheet and on additional pages.

### **Block 7. Total Fee Enclosed.**

Enter the total fee enclosed or authorized to be charged. A fee is required for each application and patent against which the document is recorded.

### **Item 8. Payment Information.**

Enter the deposit account number and authorized user name to authorize charges.

### **Item 9. Signature.**

Enter the name of the person submitting the document. The submitter must sign and date the cover sheet. Enter the total number of pages including the cover sheet, attachments, and document.

This collection of information is required by 35 USC 261 and 262 and 15 USC 1057 and 1060. The information is used by the public to submit (and by the USPTO to process) patent and trademark assignment requests. After the USPTO records the information, the records for patent and trademarks, assignments, and other associated documents can be inspected by the public. To view documents recorded under secrecy orders or documents recorded due to the interest of the federal government, a written authorization must be submitted. This collection is estimated to take 30 minutes to complete, including gathering, preparing, and submitting the form to the USPTO. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Manager of the Assignment Division, USPTO, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450.

## Privacy Act Statement for Patent Assignment Recordation Form Cover Sheet

The Privacy Act of 1974 (P.L. 93-579) requires that you be given certain information in connection with the above request for information. This collection of information is authorized by 35 U.S.C. 1, 2, 261 and E.O. 9424. This information will primarily be used by the USPTO for the recordation of assignments related to patents and patent applications. Submission of this information is voluntary but is required in order for the USPTO to record the requested assignment. If you do not provide the information required on the cover sheet, the assignment will not be recorded, and all documents will be returned to you.

After the information is recorded, the records and associated documents can be inspected by the public and are not confidential, except for documents that are sealed under secrecy orders or related to unpublished patent applications. Assignment records relating to unpublished patent applications are maintained in confidence in accordance with 35 U.S.C. 122. Records open to the public are searched by users for the purpose of determining ownership for other property rights with respect to patents and trademarks.

Routine uses of the information you provide may also include disclosure to appropriate Federal, state, local, or foreign agencies in support of their enforcement duties and statutory or regulatory missions, including investigating potential violations of law or contract and awarding contracts or other benefits; to a court, magistrate, or administrative tribunal in the course of presenting evidence; to members of Congress responding to requests for assistance from their constituents; to the Office of Management and Budget in connection with the review of private relief legislation; to the Department of Justice in connection with a Freedom of Information Act request; to a contractor in the performance of their duties; to the Office of Personnel Management for personnel studies; and to the General Services Administration (GSA) as part of their records management responsibilities under the authority of 44 U.S.C. 2904 and 2906. Such disclosure to GSA shall not be used to make determinations about individuals.

## PATENT ASSIGNMENT AGREEMENT

THIS AGREEMENT is made this thirty-first day of October, 2011, by and between Achim Biegel ("Assignor"), whose business address is Humweilerstrasse 73 B, 66649 Oberthal / Germany and ABIGRO GmbH & Co. KG ("Assignee", and collectively, the "Parties"), whose business address is Humweilerstrasse 73 B, 66649 Oberthal / Germany.

WHEREAS, Assignor has invented a Plant Pot (the "Invention"), and has been granted United States Letters Patent for said invention, Patent No. D611384 (the "Patent"), granted on the patent application filed with the United States Patent and Trademark Office, Patent Application Number 29/345,864 (the "Patent Application").

WHEREAS, Assignee wishes to acquire all right, title and interest in the Patent, and Assignor wishes to sell its interest in the Patent to Assignee.

NOW THEREFORE, in consideration of the mutual promises, covenants, warranties, and other good and valuable consideration set forth herein, the Parties agree as follows:

1. **Assignment.** Assignor hereby assigns to Assignee, and its successors, representatives and assigns, all right, title and interest in the Patent including all reexaminations, extensions and reissues thereof. Assignor hereby requests the Commissioner of Patents of the United States to record this assignment of all right, title and interest in the Patent to Assignee.
2. **Payment.** In consideration of the assignment of the Patent pursuant to this Agreement, and of the promises and covenants contained herein, Assignee shall pay to Assignor a fee in the amount of € 545.51 including 19 % Value Added Tax in the amount of € 87.10, payable according to the invoice No. 2011-0006 and within fourteen days.
3. **Assignor's Representations and Warranties.** Assignor hereby represents and warrants that it has the legal right and authority to execute this Agreement, and to validly assign the entire interest in the Patent to Assignee. Assignor further represents and warrants that it has not executed any other agreement that would conflict with the terms of this Agreement, nor shall it execute any such agreement in the future.
4. **Further Actions.** Assignor hereby agrees to execute any further agreements and to take any further actions necessary to aid Assignee in perfecting its interest in the Patent and in enforcing any and all protections or privileges deriving from the Patent.
5. **Governing Law.** This Agreement shall be construed in accordance with, and governed in all respects by, the laws of the country of Germany, without regard to conflicts of law principles.
6. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.

7. Severability. If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.
8. Notice. Any notice required or otherwise given pursuant to this Agreement shall be in writing and mailed certified return receipt requested, postage prepaid, or delivered by overnight delivery service, addressed as follows:

If to Assignor:

Achim Biegel  
Humweilerstrasse 73 B  
66649 Oberthal  
Germany

If to Assignee:

ABIGRO GmbH & Co. KG  
Humweilerstrasse 73 B  
66649 Oberthal  
Germany

9. Headings. The headings for section herein are for convenience only and shall not affect the meaning of the provisions of this Agreement.
10. Entire Agreement. This Agreement constitutes the entire agreement between Assignor and Assignee, and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first above written.

ASSIGNOR

Achim Biegel  
Signature

Achim Biegel  
Print Name

ASSIGNEE

Achim Biegel  
Signature

Achim Biegel  
Manager of ABIGRO GmbH & Co. KG  
Print Name

File No. 1447 for 2011

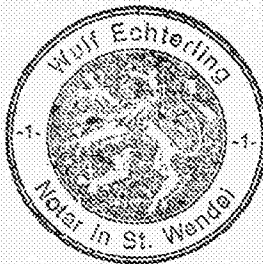
State of Saarland / Germany

District of St. Wendel

I, the undersigned, a Notary Public in and for said District, in the State and Country aforesaid,  
DO HEREBY CERTIFY THAT Achim Biegel  
personally known to me to be the same person whose name is subscribed to the foregoing  
instrument, appeared before me this day in person, and acknowledged that Achim Biegel  
signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and  
purposes therein set forth.

Given under my hand and notarial seal, this 14 th day of november, 2011.

[Signature]  
Signature of Notary Public



(Seal)

**Notar Wulf Echterling**  
Neumarktstraße 8  
66606 St. Wendel  
Tel.: 06851 / 91292-16 und -17  
Fax: 06851 / 91292-29

Wulf Echterling

Printed Name of Notary

My commission expires on 30. September, 2013.



# UNITED STATES PATENT AND TRADEMARK OFFICE

UNITED STATES DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office  
Address: COMMISSIONER FOR PATENTS  
P.O. Box 1450  
Alexandria, Virginia 22313-1450  
www.uspto.gov

APPLICATION NO.	ISSUE DATE	PATENT NO.	ATTORNEY DOCKET NO.	CONFIRMATION NO.
29/345,864	03/09/2010	D611384		\$480

7590 02/17/2010

Achim Biegel  
Hamweilerstrasse 73 b  
Oberthal, 66649  
GERMANY

## ISSUE NOTIFICATION

The projected patent number and issue date are specified above.

### Determination of Patent Term Extension or Adjustment under 35 U.S.C. 154 (b)

Design patents have a term measured from the issue date of the patent and the term remains the same length regardless of the time that the application for the design patent was pending. Since the above-identified application is an application for a design patent, the patent is not eligible for Patent Term Extension or Adjustment under 35 U.S.C. 154(b).

Any questions regarding the Patent Term Extension or Adjustment determination should be directed to the Office of Patent Legal Administration at (571)-272-7702. Questions relating to issue and publication fee payments should be directed to the Application Assistance Unit (AAU) of the Office of Data Management (ODM) at (571)-272-4200.

APPLICANT(s) (Please see PAIR WEB site <http://pair.uspto.gov> for additional applicants):

Achim Biegel, Oberthal, GERMANY;