

## PATENT ASSIGNMENT COVER SHEET

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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
ANDREAS WECHSLER	11/02/2006
ACHIM STORZ	04/17/2014
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	DESIGN STORZ GMBH
<b>Street Address:</b>	WIESENWEG 18
<b>City:</b>	5700 ZELL AM SEE
<b>State/Country:</b>	AUSTRIA
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	29476695
<b>CORRESPONDENCE DATA</b>	
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<b>ATTORNEY DOCKET NUMBER:</b>	10321-00-TB
<b>NAME OF SUBMITTER:</b>	ERIKA MCDUGALD
<b>SIGNATURE:</b>	/erikamcdougald/
<b>DATE SIGNED:</b>	05/21/2014
<b>Total Attachments: 5</b>	
source=10321-00-TB Assignment inventors to Storz#page1.tif	
source=10321-00-TB Assignment inventors to Storz#page2.tif	
source=10321-00-TB Assignment inventors to Storz#page3.tif	
source=10321-00-TB Assignment inventors to Storz#page4.tif	
source=10321-00-TB Assignment inventors to Storz#page5.tif	

**ASSIGNMENT**

WHEREAS, WE, Andreas Wechsler, and Achim Storz (below referred to as ASSIGNORS), residing, respectively, as set forth hereinafter, have made an invention for which application for Letters Patent of the United States was filed in the United States Patent and Trademark Office as Application Serial No. 29/476,695, filed December 16, 2013, naming the ASSIGNOR(S) as inventor(s), and entitled **PORTION OF A TOOTHBRUSH**; and

WHEREAS, Design Storz GmbH, a corporation having its principal office and place of business at 5700 Zell am See, Wiesenweg 18, AUSTRIA (below referred to as "ASSIGNEE"), is desirous of obtaining the entire right, title and interest in and to the aforesaid invention and patent application and corresponding patent rights worldwide;

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR(S), by these presents do sell, assign and transfer to ASSIGNEE, the full and exclusive right, title and interest in and to the aforesaid invention, the aforesaid United States Patent Application and all corresponding foreign patent applications, all divisional, continuation, continuation-in-part, reissue, reexamination, and any additional United States Patent applications which claim priority to the aforesaid United States application, and all Letters Patent or comparable rights issuing thereon in the United States and in all foreign countries, together with the right(s) of priority under the International Convention for the Protection of Industrial Property, Inter-American Convention Relating to Patents, Designs and Industrial Models, and any other international agreements to which the United States of America adheres, and the ASSIGNOR(S) hereby authorize and request the United States Commissioner of Patents and Trademarks and all foreign Patent Offices to issue all Letters Patent or comparable rights issuing on any application as aforesaid to ASSIGNEE, or to its successors, assigns or legal representatives;

ASSIGNOR(S) hereby covenant that ASSIGNOR(S) have full right to convey the entire interest herein assigned, and that ASSIGNOR(S) have not executed, and will not execute, any agreement in conflict herewith;

ASSIGNOR(S) agree to communicate to ASSIGNEE or to its successors, assigns or legal representatives any and all facts known to them or any of them respecting said invention, and without further remuneration to testify in any legal proceeding, sign all lawful papers, execute all divisional, continuation, continuation-in-part, reissue and reexamination applications, make all rightful oaths and generally do all lawful acts to aid ASSIGNEE or its successors, assigns or legal representatives to obtain and enforce proper patent protection for said invention in all countries and to enhance or perfect ASSIGNEE's title in and to the invention and patent rights therein.

ASSIGNOR(S) hereby authorize attorneys for ASSIGNEE to enter on this document any applicable serial numbers and filing dates after ASSIGNOR(S') execution of this document.

This Assignment is effective as of: December 16, 2013.  
(date of filing)

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

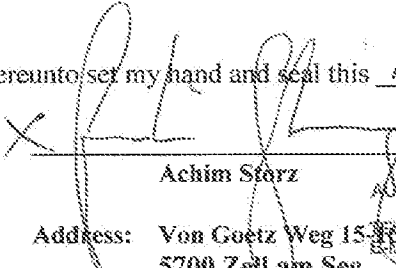
\_\_\_\_\_  
Andreas Wechsler  
Address: Alfred-Kubin-Str. 11  
5700 Zell am See  
Austria

State of  
County of

On this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_, before me, a Notary Public in and for the State and County aforesaid, personally appeared the above signatory, known to me to be the person of that name, who executed the foregoing instrument in my presence.

\_\_\_\_\_  
NOTARY PUBLIC

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 17 day of April 2014.

  
\_\_\_\_\_  
Achim Storz  
Address: Von Goetz Weg 15  
5700 Zell am See  
Austria  
DESIGN STORZ GmbH  
AUSTRIA | 5700 ZELL AM SEE  
WIENENWEG 18  
TEL: +43/6642/66009 FAX 63066  
E-Mail: office@designstorz.com

State of  
County of

On this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_, before me, a Notary Public in and for the State and County aforesaid, personally appeared the above signatory, known to me to be the person of that name, who executed the foregoing instrument in my presence.

\_\_\_\_\_  
NOTARY PUBLIC

# **DIENSTVERTRAG**

abgeschlossen zwischen

# **EMPLOYMENT CONTRACT**

concluded between

**DESIGN a STORZ Ges.m.b.H.**

Wiesenweg 18  
A-5700 Zell am See

im folgenden kurz „DG“ (Dienstgeber) genannt und

in the following shortly named „DG“ (employer)

**Andreas Wechsler**

Johannisweg 5  
82178 Puchheim

im folgenden kurz „DN“  
genannt.

in the following shortly named „DN“ (employee).



### **IX. Werknutzungsrecht**

Mit Abschluß dieses Vertrages überträgt der DN dem DG im vorhinein für alle in Erfüllung seiner Arbeitspflicht geschaffenen Werke das ausschließliche Werknutzungsrecht.

Die Übertragung des ausschließlichen Werknutzungsrechtes durch den DN gilt nur mit dem vertraglich festgesetzten, durch den DG zu zahlenden Gehalt als angemessen abgegolten. Eine darüber hinausgehende Vergütung ist vom DG nicht zu erbringen.

### **IX. Right of Use the Works**

By concluding this contract, the DN in advance is assigning to the DG the exclusive right of use for all works created when carrying out his duty of employment.

The assignment of the exclusive right of use of works by the DN is deemed to be appropriately settled by the salary fixed by this contract payable by the DG. An exceeding remuneration has not to be made by the DG.



vereinbarungen.

dividual additional of special agreements,  
respectively.

**XIX. Gerichtsstandvereinbarung**

Die Vertragsteile vereinbaren unabhängig von anderen Gerichtsständen die ausschließliche sachliche und örtliche Zuständigkeit des für den Bezirk Zell am See zuständige Arbeitsgerichtes.

Zell am See, am/the 02.11.2006

Der Dienstgeber/The Employer

**DESIGN a STORZ GmbH**



Achim Storz

**XIX. Place of Jurisdiction**

The parties of this contract, irrespective of other places of jurisdiction, agree upon the labour court competent for the district of Zell am See as the exclusively competent court in the factual and local sense.

Die (Der) Dienstnehmer(in)/The Employee



Andreas Wechsler