

## 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>                  |
| BORIS SIMON   | 01/10/2018                             |
| RENÉ HEINLEIN   | 01/10/2018                             |
| <b>RECEIVING PARTY DATA</b>   |  |
| <b>Name:</b>  | SCHWAN-STABILO COSMETICS GMBH & CO. KG |
| <b>Street Address:</b>  | SCHWANWEG 1                            |
| <b>City:</b>  | HEROLDSBERG                            |
| <b>State/Country:</b>   | GERMANY                                |
| <b>Postal Code:</b>   | 90562                                  |
| <b>PROPERTY NUMBERS Total: 1</b>  |  |
| <b>Property Type</b>  | <b>Number</b>                          |
| <b>Application Number:</b>  | 29629679                               |
| <b>CORRESPONDENCE DATA</b>  |  |
| <b>Fax Number:</b>  | (256)517-5285                          |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i> |  |
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| <b>Email:</b>   | wbabcock@bradley.com                   |
| <b>Correspondent Name:</b>  | ANGELA HOLT                            |
| <b>Address Line 1:</b>  | 200 CLINTON AVENUE WEST                |
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| <b>Address Line 4:</b>  | HUNTSVILLE, ALABAMA 35801              |
| <b>ATTORNEY DOCKET NUMBER:</b>  | 212362-301010                          |
| <b>NAME OF SUBMITTER:</b>   | ANGELA HOLT                            |
| <b>SIGNATURE:</b>   | /Angela Holt/                          |
| <b>DATE SIGNED:</b>   | 01/11/2018                             |
| <b>Total Attachments: 2</b>   |  |
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| source=Assignment#page2.tif   |  |

**ASSIGNMENT**

THIS AGREEMENT is entered into this 10th day of January, 2018, by and between **BORIS SIMON** and **RENÉ HEINLEIN** ("ASSIGNOR"), and **SCHWAN-STABILO COSMETICS GMBH & CO. KG** having an office located at Schwanweg 1, 90562 Heroldsberg, Germany ("ASSIGNEE").

**WITNESSETH:**

WHEREAS, ASSIGNOR has made a contribution and/or had involvement in the development of a "COSMETICS PENCIL," the subject of which was filed in a non-provisional patent application with the United States Patent and Trademark Office on December 14, 2017, under Serial No. 29/629,679 which is a divisional of U.S. Serial No. 35/501,184 which claims priority to International Application No. DM091278 filed on June 8, 2016 and European Application No. 002906313 filed on December 11, 2015 (the "Invention"); and

WHEREAS, ASSIGNOR desires to sell, assign, and transfer all right, title, and interest throughout the world to the Invention to ASSIGNEE; and

WHEREAS, ASSIGNEE is desirous of acquiring the entire right, title, and interest in and to the aforesaid Invention; and

WHEREAS, both ASSIGNOR and ASSIGNEE are in agreement on the terms and conditions upon which such transfer shall occur.

NOW THEREFORE, for good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged:

**1. ASSIGNMENT**

ASSIGNOR hereby sells, assigns, and transfers to ASSIGNEE, its successors, and assigns, the entire right, title, and interest throughout the world in and to the Invention, including any and all patent applications and patents of every country for said invention, also including all provisionals, non-provisionals, divisionals, continuations, substitutes, renewals, reissues, and all other applications for patent which have been or shall be filed in the United States and all foreign countries on any of such inventions and/or improvements to said invention; all original and reissued patents which have been or shall be issued in the United States and all foreign countries on said inventions and/or improvements; and specifically including the right to file foreign applications under the provisions of any convention or treaty and claim priority based on such application in the United States.

**2. REPRESENTATIONS & WARRANTIES**

- A. ASSIGNOR hereby represents and warrants that no assignment, grant, mortgage, license, or other agreement affecting the rights and property herein conveyed has been or will be made to others by the undersigned, and that the full right to convey the same as herein expressed is possessed by the undersigned; and
- B. ASSIGNOR hereby represents and warrants, when requested, and at the expense of the ASSIGNEE, to carry out in good faith the intent and purpose of this assignment, the undersigned will execute all papers useful in connection with said United States and foreign applications, including provisional, divisional, continuing, substitute, renewal, reissue, and all other patent applications on any and all said invention and/or improvements; execute all


rightful oaths, declarations, assignments, powers of attorney, and other useful papers; communicate to the ASSIGNEE all facts known to the undersigned relating to said invention and/or improvements and the history thereof; and generally do everything possible which the ASSIGNEE, its successors, assigns, and nominees, shall consider desirable for vesting title to said invention and/or improvements, and for securing, maintaining and enforcing proper patent protection for said invention and/or improvements.

### 3. AUTHORIZATION

ASSIGNOR hereby authorizes and requests the Commissioner for Patents, or other issuing authority, to issue any and all United States and foreign patents granted for said invention and/or improvements to the above-named ASSIGNEE, its successors, and assigns.

TO BE BINDING on the heirs, assigns, representatives, and successors of the ASSIGNOR and extend to the successors, assigns, and nominees of the ASSIGNEE.

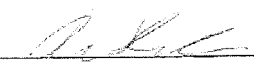
Signature: \_\_\_\_\_

  
Boris Simon

Date: \_\_\_\_\_

10-01-2018

Signature: \_\_\_\_\_

  
René Heinlein

Date: \_\_\_\_\_

10-01-2018