



07-09-1998

Docket No.: 408 P 002

EET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office



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Tab settings

To the Honorable Commissioner of F

the attached original documents or copy thereof

1. Name of conveying party(ies):
Robert Welch

*NRD
5-21-98*

2. Name and address of receiving party(ies):

Name: **Ginkgo International, Ltd.**

Internal Address:

Additional names(s) of conveying party(ies) Yes No

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other

Street Address: **5107 Chase Avenue**

City: **Downers Grove** State: **IL** ZIP: **60515**

Execution Date: **May 12, 1998**

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

4. Application number(s) or registration numbers(s):

If this document is being filed together with a new application, the execution date of the application is: **October 24, 1997**

A. Patent Application No.(s)

29/078,364

B. Patent No.(s)

Additional numbers attached? Yes No

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

Name: **August E. Roehrig, Jr.**

Internal Address: **Hancock & Estabrook, LLP**

1500 MONY TOWER I

Street Address: **PO Box 4976**

City: **Syracuse**

State: **NY** ZIP: **13221**

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

7. Total fee (37 CFR 3.41):..... \$ **40.00**

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

18-1760

DO NOT USE THIS SPACE

05/28/1998 09:00:00 AM 29/078,364

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To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

August E. Roehrig, Jr.

Name of Person Signing

Signature

Date

3

Total number of pages including cover sheet, attachments and document

ASSIGNMENT

WHEREAS, I Robert Welch, a citizen of the United Kingdom, residing at The White House, Alveston. Nr. Stratford-Upon-Avon. Warwickshire. CV37 7QN. U.K., (hereinafter "ASSIGNOR"), have invented and own a certain invention entitled: FLATWARE HANDLE, for which application for a Patent of the United States has been executed on October 17, 1997, and filed in the United States Patent and Trademark Office on October 23, 1997; and

WHEREAS, Ginkgo International, Ltd. an Illinois corporation having a place of business at 5107 Chase Avenue, Downers Grove, Illinois, 60515, (hereinafter "ASSIGNEE"), is desirous of acquiring the entire interest in and to said invention and in and to patents or similar legal protection to be obtained therefor in the United States.

NOW THEREFORE, TO ALL WHOM IT MAY CONCERN: Be it known that in consideration of the payment by ASSIGNEE to ASSIGNOR of good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR hereby sells, assigns and transfers to ASSIGNEE, its successors and assigns, the entire right, title, interest and priority rights in and to said invention disclosed in said application, together with said application and any continuation, divisional, renewal substitute or reissue application thereof, and all right, title and interest in and to any patent and similar protective rights granted on said application, as well as the right to claim any applicable priority rights arising from said application under the terms of any applicable conventions, treaties, statutes or regulations, said application to be issued in the name of ASSIGNEE or its designee subject only to the reversion to ASSIGNOR of all right, title and interest in and to said invention disclosed in said application, and/or any patent issued therefrom, in the event ASSIGNEE is adjudicated as bankrupt under the provisions of the Bankruptcy laws of the United States.

ASSIGNOR hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment and sale.

ASSIGNOR further covenant that he will execute such documents as in the judgment of ASSIGNEE may be necessary to obtain any such patent and similar protective rights and vest and maintain the title thereto in ASSIGNEE or its designee; and ASSIGNOR further covenants that, upon request, but without expense to him, ASSIGNOR shall furnish to ASSIGNEE or its designee any data, information, exhibits memoranda, or other evidence in his possession relating to said invention, and shall testify in an ex parte or inter partes legal or administrative proceeding relating to said invention, application, patent or similar protective right.

ASSIGNOR authorizes and requests issuance of any patent and similar protective right that may be granted on said application, to the extent that and in such manner as such issuance shall be requested by ASSIGNEE or its designee.

This document shall be governed and construed in all respects in accordance with the laws of the State of New York, USA.

IN WITNESS WHEREOF, ASSIGNOR has caused this Assignment to be executed and effective as of the date indicated by his hand and seal.

Robert Welch *Robert Welch* Date *12-5-98*

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) SS:

On this *12th* day of May, 1998, before me came Robert Welch, to me known to me to be the individual described in, and who executed, the foregoing instrument, and acknowledged to me that he executed the same.

Rolan Kingford

Notary Public

*Streets upon - New
England*

