

03-25-1999



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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

FORM PTO-1595
1-21-92

100998249

MR 3.15.99

To the Honorable Assistant Commissioner for Patents and Trademarks. Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
JONATHAN F. KERR and
PETER D. DIETERICH, JR.
Additional name(s) of conveying party(ies) attached? [] Yes [X] No

2. Name and address of receiving party(ies):
Name: HANDLE HELPER, L.P.
Internal Address:

3. Nature of Conveyance:
[X] Assignment [] Merger
[] Security Agreement [] Change of Name
[] Other

Street Address: 744 MONTGOMERY STREET
SUITE 200
City: SAN FRANCISCO
Country U.S.A. Zip: 94111
Additional name(s) & address(es) attached? [] Yes [X] No

Execution Date: 3/3/99 and 2/26/99

4. Application number(s) or patent number(s):
If this document is being filed together with a new application, the execution date of the application is: March 20, 1999 and January 20, 1999.

A. Patent Application No. (s)

B. Patent No. (s) 29/10/929

Additional numbers attached? [] Yes [X] No

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

6. Total number of applications and patents involved: 1

Name: DAVID P. CAMPBELL
Internal Address: FLEHR HOHBACH TEST
ALBRITTON & HERBERT LLP

7. Total fee (37 CFR 3.41):\$ 40
[X] Enclosed
[X] Authorized to be charged to deposit account (DEFICIENCIES ONLY)

Street Address: SUITE 3400
FOUR EMBARCADERO CENTER
City: SAN FRANCISCO
State: CA Zip: 94111-4187

8. Deposit account number: 06-1300
Please debit any underpayment or credit any overpayment to the above deposit account.
Our Order No. DA-66804/RBC/DPC

DO NOT USE THIS SPACE

9. Statement and signature.

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.

Reg. No. 24,286
Name of Person Signing: Robert B. Chickering
Signature: [Signature]
Date: 3/12/99

for David P. Campbell, Reg. No. 35,838
Total number of pages including cover sheet, attachments and document: [6]

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion
Mail documents to be recorded with required cover sheet information to:
Honorable Commissioner of Patents and Trademarks, Box Assignments
Washington, DC 20231

File No. DA-66804/RBC/DPC

Rev. 8/93 (611011)

03/24/1999 DMBUYEN 00000216 29101929

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(40.00 OP)

PATENT
REEL: 9832 FRAME: 0346

ASSIGNMENT

WHEREAS, the undersigned,

- (1) JONATHAN F. KERR, (2) PETER D. DIETERICH, JR.,
- (3) _____, (4) _____,

(hereinafter termed "Inventors"), residents of

- (1) PARADISE VALLEY, (2) MILL VALLEY,
- (3) _____, (4) _____,

respectively, Counties of

- (1) MARICOPA, (2) MARIN,
- (3) _____, (4) _____,

respectively, States of

- (1) ARIZONA, (2) CALIFORNIA,
- (3) _____, (4) _____,

respectively, have invented certain new and useful improvements in

T-SHIRT BAG RACK DISPENSER

and have executed concurrently herewith an application for a United States patent disclosing and identifying the invention; and

WHEREAS, HANDLE HELPER, LP, a California Limited Partnership, having a place of business at 744 MONTGOMERY STREET, SUITE 200, SAN FRANCISCO, State of CALIFORNIA, (hereinafter termed "Assignee"), is desirous of acquiring the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered jointly or severally by said Inventors (all collectively hereinafter termed "said invention"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter termed "patents") thereon granted in the United States and foreign countries.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventors to have been received in full from said Assignee:


1. Said Inventors do hereby sell, assign, transfer and convey unto said Assignee, the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply for foreign patents on said invention pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on said invention in the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said applications; and (d) in and to each and every reissue or extensions of any of said patents.

2. Said Inventors hereby jointly and severally covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right title and interest herein conveyed in the United States and foreign countries. Such cooperation by said Inventors shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventors in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventors, their respective heirs, legal representatives and assigns.

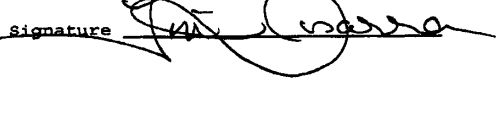
4. Said Inventors hereby jointly and severally warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, the said Inventors have executed and delivered this instrument to said Assignee this
(1) 3rd day of March, 19 99, (2) 26th day of February, 19 99,
(3) _____ day of _____, 19____, (4) _____ day of _____, 19____,
respectively.

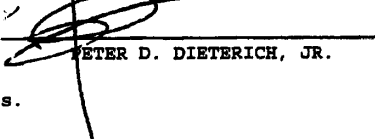
County of Maricopa)
State of Arizona) ss.
(1) 
JONATHAN F. KERR

On this 3 day of March, in the year 1999, before me,
Toni Ibarra, Notary Public of the State of Arizona,
personally appeared (1) JONATHAN F. KERR, personally known to me
(or proved to me on the basis of satisfactory evidence) to be the person whose
name is subscribed to the within instrument, and acknowledged that he/she
executed the same in his/her authorized capacity(ies), and that by his/her
signature on the instrument the person, or the entity upon behalf of which the
person acted, executed the instrument.

WITNESS my hand and official seal.


Signature 

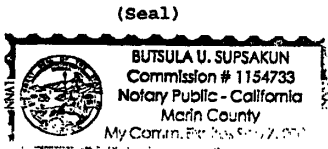


County of Marin)
State of California) ss.
(2) 
PETER D. DIETERICH, JR.

On this 26 day of Feb, in the year 1999, before me,
Butsula U. Supsakun, Notary Public of the State of California,
personally appeared (2) PETER D. DIETERICH, JR., personally known to me
(or proved to me on the basis of satisfactory evidence) to be the person whose
name is subscribed to the within instrument, and acknowledged that he/she
executed the same in his/her authorized capacity(ies), and that by his/her
signature on the instrument the person, or the entity upon behalf of which the
person acted, executed the instrument.

WITNESS my hand and official seal.

Signature 



RECORDED: 03/15/1999

PATENT
REEL: 9832 FRAME: 0349