

04-02-1999



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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof

<p>1. Name of conveying party(ies): William S. Endres</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>3. Nature of Conveyance:</p> <p><input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger</p> <p><input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name</p> <p><input type="checkbox"/> Other _____</p> <p>Execution Date: <u>December 10, 1998</u></p>	<p>2. Name and address of receiving party(ies):</p> <p>Name: <u>Windmere Corporation</u></p> <p>Internal Address: <u>5980 Miami Lakes Drive</u> <u>Miami Lakes, Florida 33014-2467</u></p> <p>Street Address: <u>5980 Miami Lakes Drive</u> <u>Miami Lakes, Florida 33014-2467</u></p> <p>City: <u>Miami Lakes</u></p> <p>Country: <u>United States of America</u> Zip Code: <u>33014-2467</u></p> <p>Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>4. Application number(s) or patent number(s):</p> <p>If this document is being filed together with a new application, the execution date(s) of the application is (are): _____</p> <p>A. Patent Application No.(s): <u>29/096,166</u></p> <p>B. Patent No.(s):</p> <p style="text-align: right;">Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	
<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>DICKSTEIN SHAPIRO MORIN & OSHINSKY LLP</u></p> <p>Internal Address: <u>Attn. Dkt.: W5020.132/P132</u></p> <p><u>Attn: Donald A. Gregory</u></p> <p>Street Address: <u>2101 L Street, N.W.</u></p> <p>City: <u>Washington</u> State: <u>D C</u> Zip: <u>20037</u></p>	<p>6. Total number of applications and patents involved: <u>1</u></p> <p>7. Total fee (37 CFR 3.41) <u>\$40.00</u></p> <p><input checked="" type="checkbox"/> Enclosed</p> <p><input checked="" type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: <u>04-1073</u></p>
<div style="display: flex; justify-content: space-between;"> <div style="border: 1px solid black; border-radius: 50%; padding: 10px; width: 30%;"> <p>01/19/1999 PWILSON 00000005 29096166</p> <p>03 FC:581 40.00 OP</p> <p>04 FC:998 20.00 OP</p> </div> <div style="text-align: center; flex-grow: 1;">DO NOT USE THIS SPACE</div> </div>	
<p>9. Statement and signature.</p> <p><i>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.</i></p> <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="width: 30%;"> <p><u>Mark J. Thronson</u></p> <p>Name of Person Signing</p> <p>Reg. No. <u>33,082</u></p> </div> <div style="width: 30%; text-align: center;"> <p></p> <p>Signature</p> </div> <div style="width: 30%; text-align: center;"> <p><u>December 31, 1998</u></p> <p>Date</p> </div> </div>	
<p>Total number of pages including cover sheet, attachments, and document: <u>5</u></p>	

ASSIGNMENT BY INVENTOR

THIS ASSIGNMENT, made this 10th day of December 1998, by William S. Endres (hereinafter referred to as Assignor), residing at 10426 Goppard, #242, Overland Park, Kansas 66214.

WHEREAS, Assignor has invented certain new and useful improvements in BLENDER BASE, set forth in an application for Letters Patent of the United States, already filed on November 6, 1996 as U.S. application Serial No. 29/096,166; and

WHEREAS, Windmere Corporation, a corporation organized under and pursuant to the laws of Florida, having its principal place of business at 5980 Miami Lakes Drive, Miami Lakes, Florida 33014-2467 (hereinafter referred to as Assignee), is desirous of acquiring the entire right, title and interest in and to said inventions and said Application for Letters Patent of the United States, and in and to any Letters Patent of the United States to be obtained therefor and thereon.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, Assignor has sold, assigned, transferred and set over, and by these presents does sell, assign, transfer and set over, unto Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions and application for Letters Patent, and in and to any and all direct and indirect divisions, continuations and continuations-in-part of said application, and any and all Letters Patent in the United States and all foreign countries which may be granted therefor and thereon, and reissues, reexaminations and extensions of said Letters Patent, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by Assignee, for its own use and benefit and the use and benefit of its successors, legal representatives and assigns, to the full end of the term or terms for which

This assignment preferably should be signed before: (a) a Notary Public if within the United States or (b) a United States Counsel if outside the United States. If the assignment is not notarized or signed before a United States Counsel, it must be signed and dated by two witnesses at the indicated places.

Letters Patent may be granted and/or extended, as fully and entirely as the same would have been held and enjoyed by Assignor, had this sale and assignment not been made.

AND for the same consideration, Assignor hereby represents and warrants to Assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, except for any rights, titles and/or interests that have arisen to Assignee under law or that have already been transferred to Assignee, Assignor is the sole and lawful owner of the entire right, title and interest in and to the said inventions and application for Letters Patent above-mentioned, and that the same are unencumbered and that Assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, Assignor hereby covenants and agrees to and with Assignee, its successors, legal representatives and assigns, that Assignor will sign all papers and documents, take all lawful oaths and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of any Letters Patent and applications for Letters Patent for said inventions, without charge to Assignee, its successors, legal representatives and assigns, whenever counsel of Assignee, or counsel of its successors, legal representatives and assigns, shall advise: that any proceeding in connection with said inventions, or said application for Letters Patent, or any proceeding in connection with any Letters Patent or applications for Letters Patent for said inventions in any country, including but not limited to interference proceedings, is lawful and desirable; or, that any division, continuation or continuation-in-part of any application for Letters Patent, or any reissue, reexamination or extension of any Letters Patent, to be obtained thereon, is lawful and desirable.

AND Assignor hereby requests the Commissioner of Patent and Trademarks to issue said Letters Patent of the United States to Assignee, as Assignee of said inventions and the Letters Patent to be issued thereon, for the sole use and benefit of Assignee, its successors, legal representatives and assigns.

AND Assignor hereby grants the following individuals the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document:

Dickstein Shapiro Morin and Oshinsky L.L.P.

Gary M. Hoffman, 26,411; Thomas J. D'Amico, 28,371; Donald A. Gregory, 28,954; James W. Brady, Jr., 32,115; Jon D. Grossman, 32,699; Mark J. Thronson, 33,082; Laurence D. Fisher, 37,131; John R. Fuisz, 37,327; Juliana Haydoutova, P43,313; James M. Heintz, P41,828; Herbert V. Kerner, P42,721; Gianni Minutoli, 41,198; Eric Oliver, 35,307; William E. Powell, III, 39,803; James M. Silbermann, 40,413; Richard Veltman, 36,957 and Darius Gambino, 41,472.

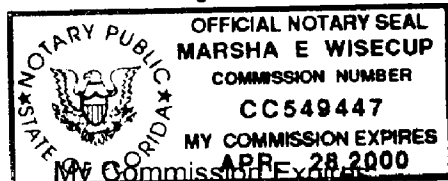
AND Assignor acknowledges an obligation of assignment of this invention to Assignee at the time the invention was made.

Date: 12/10/98

Assignor: William S. Endres
William S. Endres

STATE OF ^{Florida} ~~Kansas~~)
COUNTY OF Dade) ss.

On this 10th day of December, 1998 personally came before me William S. Endres, known to me, and known to me to be the person described in and who signed this Assignment immediately above, and being duly sworn, acknowledged that he executed the same.



Marsha E. Wisecup
Notary Public