07-16-1999



U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

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To the Honorable Assistant Comm:	
1. Name of conveying party(ies):	34 2. Name and address of receiving party(ies):
RENE C. PINCHUK	Name: THE SHARPER IMAGE
	Internal Address:
Additional name(s) of conveying party(ies) attached? [] Yes [X] No	
3. Nature of Conveyance: [X] Assignment [] Merger [] Security Agreement [] Change of Name [] Other	Street Address: 650 DAVIS City: SAN FRANCISCO, CALIFORNIA Country USA Zip: 94111 Additional name(s) & address(es) attached? [] Yes [X] No
Execution Date: September 24, 1998	
4. Application number(s) or patent number(s): If this document is being filed together with a new a	pplication, the execution date of the application is:
A. Patent Application No.(s) 29/094,125 - Filed 09/25/98 Personal Cooling Device	B. Patent No.(s)
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:
Name: CHUCK TAYLOR	7. Total fee (37 CFR 3.41):\$40.00
Internal Address:	<pre>[X] Enclosed [] Authorized to be charged to deposit account</pre>
Street Address: 650 DAVIS STREET	8. Deposit account number: Please debit any underpayment or credit any overpayment to the above deposit account.
City: SAN FRANCISCO State: CA Zip: 94111	Our Order No.
DO NOT USE THIS SPACE	
9. Statement and signature. To the best of my knowledge and belief, correct and any attached copy is a true copy. CHUCK TAYLOR Name of Person Signing Total number of pages including cover shee	by of the original document. 7/9/99 Date
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 Trademark Box Assignments Washington, DC 20231 40.00 UP	

Rev. 8/93 (39811)

ASSIGNMENT

WHEREAS, the undersigned, RENE C. PINCHUK (hereinafter termed "Inventor"), resident of Kensington, County of Contra Costa, State of California, has invented certain new and useful improvements in

PERSONAL COOLING DEVICE

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

WHEREAS, THE SHARPER IMAGE, a corporation of the State of Delaware, having a place of business at 650 Davis Street, 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 Inventor (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 Inventor to have been received in full from said Assignee:

- 1. Said Inventor does 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 Inventor hereby covenants and agrees 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

PATENT REEL: 010089 FRAME: 0195 foreign countries. Such cooperation by said Inventor 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 Inventor 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 Inventor, his respective heirs, legal representatives and assigns.
- 4. Said Inventor hereby warrants and represents that he has not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, the said Inventor has executed and delivered this instrument to said

Assignee this 24 May of Contractor 1998.

Rene C. Pinchuk

County of San Francisco

ss.

State of California

On this day of September, in the year 1998, before me, While Motary Public of the State of California, personally appeared RENE C. PINCHUK, 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 executed the same in his authorized capacity, and that by his 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.

RECORDED: 07/13/1999

(Seal)



PATENT REEL: 010089 FRAME: 0196