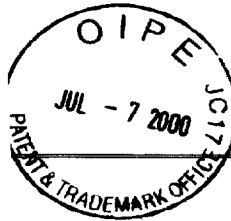


08-01-2000



101419445



U.S. DEPT OF COMMERCE
PATENT & TRADEMARK OFFICE

RECORDATION FORM COVER SHEET
PATENTS ONLY

7-700

To the **Honorable Commissioner of Patents and Trademarks.**

Please record the attached original documents or copies thereof.

<p>1. <i>Name of Conveying Party(ies):</i> John P. Flannery Timothy C. Noke Sergio M. Photiadis Christopher Raia Michael T. Lye George G. Brin, Jr. Diana R. Harrison for Marc S. Harrison (deceased)</p>	<p>2. <i>Name and Address of Receiving Party(ies):</i> Name: Rhode Island School of Design Internal Address: Street Address: Two College Street City, State, Zip: Providence, RI 02903-2784 <input type="checkbox"/> Additional name(s) and address(es) attached.</p>
<p>3. <i>Nature of Conveyance:</i> <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other: Execution Date: September 13, 1999; August 25, 1999; December 15, 1999; August 31, 1999; July 19, 1999; August 12, 1999; July 26, 1999</p>	
<p>4. (A) <i>Patent Application Number(s):</i> 09/440,123 If this document is being filed Together with a new application, The execution date of the application is:</p>	<p>4. (B) <i>Patent Number(s):</i></p>
<p>5. <i>Name and Address of Party to Whom Correspondence Concerning this Document Should be Mailed:</i> Name: Everett G. Diederiks, Jr. Address: DIEDERIKS & WHITELAW, PLC 12471 Dillingham Square, #301 Woodbridge, Virginia 22192</p>	<p>6. <i>Total Number of Applications and Patents Involved:</i> 1 7. <i>Total Fee:</i> (37 C.F.R. 3.41) \$40.00 <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to Deposit Account 8. <i>Deposit Account Number:</i> 04-1075</p>

DO NOT USE THIS SPACE

9. *Statement and Signature:*

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

Everett G. Diederiks, Jr.

7/6/00
Date

Name of Person Signing

Signature

Total number of pages including cover sheet, attachments and document: 19

07/31/2000 NTHAI1

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40.00 DP

PATENT ASSIGNMENT AGREEMENT

WHEREAS, I, JOHN FLANNERY, may have developed certain works or inventions in connection with work I have done related to the Universal Kitchen Project (the "Inventions"); and

WHEREAS, The Rhode Island School of Design, of Providence, Rhode Island ("RISD") may be able to use the Inventions in connection with an opportunity to work with a major appliance manufacturer; and

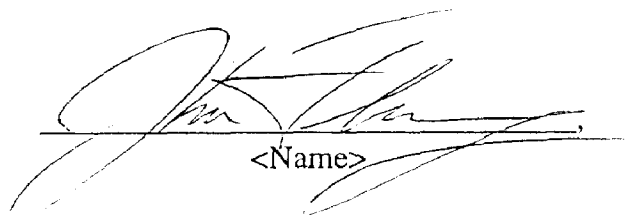
WHEREAS, in connection with this opportunity and any future opportunities, RISD is desirous of acquiring the entire right, title and interest in and to said Inventions and any and all patents to be obtained therefor;

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the undersigned, the undersigned does hereby irrevocably sell, assign, transfer and set over unto RISD, its successors and assigns, the entire right, title and interest throughout the world in and to the Inventions, including as described in any application for a patent or copyright registration filed thereon, in any form or embodiment thereof, and in and to the aforesaid application; and in and to any application filed in any country based thereon, including the right to file or have filed said applications and claim priority under the provisions of any international convention or treaty; also the entire right, title and interest throughout the world in and to any and all patents or reissues or extensions thereof to be obtained in this or any other country upon said Invention or Inventions and any divisional, continuation, continuation-in-part or continued prosecution of applications which may be filed upon said Inventions in this or any other country; and the undersigned hereby authorizes and requests the issuing authority to issue any and all patents on said application or applications to said RISD or its successors and assigns.

The undersigned further agrees to assist in the preparation of any patent applications, to communicate to RISD, its representatives or agents or its successors and assigns, any information or facts relating to the inventions including evidence for interference purposes or for other legal proceedings whenever requested; testify in any interference or other legal proceedings, whenever requested; execute and deliver, on request, all lawful papers required to make any of the foregoing provisions effective, including, without limitation, executing patent assignment documents corresponding to the sample attached hereto; and generally do everything possible to aid RISD, its successors or assigns and nominees to secure, obtain and enforce proper patent protection for said invention or inventions in this or any foreign country. You agree that if requested by RISD, its representatives or agents or its successors and assigns, you will travel to places as needed to aid in such prosecution, as described in this paragraph or as may be required under this agreement provided you are compensated for expenses and time spent for such travel.

In the event that a major appliance manufacturer makes payments to RISD to obtain rights in and to the Universal Kitchen Project, and in the event that such manufacturer has filed a patent application or copyright registration upon any of said Inventions (or indicates its intention to do so) on or before December 31, 1999, RISD shall pay the undersigned by January 31, 2000, an amount equal to the following: \$34,838 divided pro rata by the number of individuals that developed certain works or inventions related to the Universal Kitchen Project in which such manufacturer has filed a patent application or copyright registration (or indicates its intention to do so) by December 31, 1999.

RISD and the undersigned agree that this instrument contains the entire and only agreement between the parties concerning its subject matter and supersedes any and all preexisting agreements between them respecting such subject matter, including without limitation the Part-Time Employment Agreement and Memorandum of Agreement. Any representation, promise, or condition in connection with such subject matter which is not incorporated in this agreement shall not be binding. No modification of this agreement or any of its provisions shall be binding unless made in writing and signed on behalf of RISD or its successors or assigns and by the undersigned or their successors or assigns.



<Name>

SEPT. 13, 1999

(Date)

Rhode Island School of Design




By:
Title:

9/14/99

(Date)

PATENT ASSIGNMENT AGREEMENT

WHEREAS, I, , may have developed certain works or inventions in connection with work I have done related to the Universal Kitchen Project (the "Inventions"); and

WHEREAS, The Rhode Island School of Design, of Providence, Rhode Island ("RISD") may be able to use the Inventions in connection with an opportunity to work with a major appliance manufacturer; and

WHEREAS, in connection with this opportunity and any future opportunities, RISD is desirous of acquiring the entire right, title and interest in and to said Inventions and any and all patents to be obtained therefor;

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the undersigned, the undersigned does hereby irrevocably sell, assign, transfer and set over unto RISD, its successors and assigns, the entire right, title and interest throughout the world in and to the Inventions, including as described in any application for a patent or copyright registration filed thereon, in any form or embodiment thereof, and in and to the aforesaid application; and in and to any application filed in any country based thereon, including the right to file or have filed said applications and claim priority under the provisions of any international convention or treaty; also the entire right, title and interest throughout the world in and to any and all patents or reissues or extensions thereof to be obtained in this or any other country upon said Invention or Inventions and any divisional, continuation, continuation-in-part or continued prosecution of applications which may be filed upon said Inventions in this or any other country; and the undersigned hereby authorizes and requests the issuing authority to issue any and all patents on said application or applications to said RISD or its successors and assigns.

The undersigned further agrees, without any further payment or compensation by said RISD or its successors and assigns, to assist in the preparation of any patent applications, to communicate to RISD, its representatives or agents or its successors and assigns, any facts relating to said invention or inventions including evidence for interference purposes or for other legal proceedings whenever requested; testify in any interference or other legal proceedings, whenever requested; execute and deliver, on request, all lawful papers required to make any of the foregoing provisions effective,



including, without limitation, executing patent assignment documents corresponding to the sample attached hereto; and generally do everything possible to aid RISD, its successors or assigns and nominees to secure, obtain and enforce proper patent protection for said invention or inventions in this or any foreign country.

In the event that a major appliance manufacturer makes payments to RISD to obtain rights in and to the Universal Kitchen Project, and in the event that such manufacturer has filed a patent application or copyright registration upon any of said Inventions (or indicates its intention to do so) on or before December 31, 1999, RISD shall pay the undersigned by January 31, 2000, an amount equal to the following: \$34,838 divided pro rata by the number of individuals that developed certain works or inventions related to the Universal Kitchen Project in which such manufacturer has filed a patent application or copyright registration (or indicates its intention to do so) by December 31, 1999.

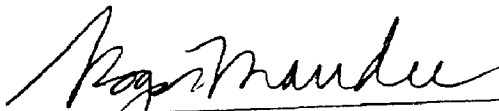
RISD and the undersigned agree that this instrument contains the entire and only agreement between the parties concerning its subject matter and supersedes any and all preexisting agreements between them respecting such subject matter, including without limitation the Part-Time Employment Agreement and Memorandum of Agreement. Any representation, promise, or condition in connection with such subject matter which is not incorporated in this agreement shall not be binding. No modification of this agreement or any of its provisions shall be binding unless made in writing and signed on behalf of RISD or its successors or assigns and by the undersigned or their successors or assigns.



<Name>

8.25.99
(Date)

Rhode Island School of Design



By:
Title:

9/1/99
(Date)

PATENT ASSIGNMENT AGREEMENT

WHEREAS, I, SEZUIC PHOTIADIS *Sezui*, may have developed certain works or inventions in connection with work I have done related to the Universal Kitchen Project (the "Inventions"); and

WHEREAS, The Rhode Island School of Design, of Providence, Rhode Island ("RISD") may be able to use the Inventions in connection with an opportunity to work with a major appliance manufacturer; and

WHEREAS, in connection with this opportunity and any future opportunities, RISD is desirous of acquiring the entire right, title and interest in and to said Inventions and any and all patents to be obtained therefor;

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the undersigned, the undersigned does hereby irrevocably sell, assign, transfer and set over unto RISD, its successors and assigns, the entire right, title and interest throughout the world in and to the Inventions, including as described in any application for a patent or copyright registration filed thereon, in any form or embodiment thereof, and in and to the aforesaid application; and in and to any application filed in any country based thereon, including the right to file or have filed said applications and claim priority under the provisions of any international convention or treaty; also the entire right, title and interest throughout the world in and to any and all patents or reissues or extensions thereof to be obtained in this or any other country upon said Invention or Inventions and any divisional, continuation, continuation-in-part or continued prosecution of applications which may be filed upon said Inventions in this or any other country; and the undersigned hereby authorizes and requests the issuing authority to issue any and all patents on said application or applications to said RISD or its successors and assigns.

The undersigned further agrees, without any further payment or compensation by said RISD or its successors and assigns, to assist in the preparation of any patent applications, to communicate to RISD, its representatives or agents or its successors and assigns, any facts relating to said invention or inventions including evidence for interference purposes or for other legal proceedings whenever requested; testify in any interference or other legal proceedings, whenever requested; execute and deliver, on request, all lawful papers required to make any of the foregoing provisions effective,



including, without limitation, executing patent assignment documents corresponding to the sample attached hereto; and generally do everything possible to aid RISD, its successors or assigns and nominees to secure, obtain and enforce proper patent protection for said invention or inventions in this or any foreign country.

In the event that a major appliance manufacturer makes payments to RISD to obtain rights in and to the Universal Kitchen Project, and in the event that such manufacturer has filed a patent application or copyright registration upon any of said Inventions (or indicates its intention to do so) on or before December 31, 1999, RISD shall pay the undersigned by January 31, 2000, an amount equal to the following: \$34,838 divided pro rata by the number of individuals that developed certain works or inventions related to the Universal Kitchen Project in which such manufacturer has filed a patent application or copyright registration (or indicates its intention to do so) by December 31, 1999.

RISD and the undersigned agree that this instrument contains the entire and only agreement between the parties concerning its subject matter and supersedes any and all preexisting agreements between them respecting such subject matter. Any representation, promise, or condition in connection with such subject matter which is not incorporated in this agreement shall not be binding. No modification of this agreement or any of its provisions shall be binding unless made in writing and signed on behalf of RISD or its successors or assigns and by the undersigned or their successors or assigns.

SERGIO PIETIADIS - President,
<Name>

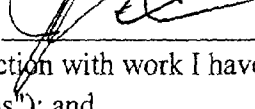
DEC. 15. 1999
(Date)

Rhode Island School of Design

Barbara Mander
By: _____
Title: President

12/20/99
(Date)

PATENT ASSIGNMENT AGREEMENT

WHEREAS, I,  _____, may have developed certain works or inventions in connection with work I have done related to the Universal Kitchen Project (the "Inventions"); and

WHEREAS, The Rhode Island School of Design, of Providence, Rhode Island ("RISD") may be able to use the Inventions in connection with an opportunity to work with a major appliance manufacturer; and

WHEREAS, in connection with this opportunity and any future opportunities, RISD is desirous of acquiring the entire right, title and interest in and to said Inventions and any and all patents to be obtained therefor;

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the undersigned, the undersigned does hereby irrevocably sell, assign, transfer and set over unto RISD, its successors and assigns, the entire right, title and interest throughout the world in and to the Inventions, including as described in any application for a patent or copyright registration filed thereon, in any form or embodiment thereof, and in and to the aforesaid application; and in and to any application filed in any country based thereon, including the right to file or have filed said applications and claim priority under the provisions of any international convention or treaty; also the entire right, title and interest throughout the world in and to any and all patents or reissues or extensions thereof to be obtained in this or any other country upon said Invention or Inventions and any divisional, continuation, continuation-in-part or continued prosecution of applications which may be filed upon said Inventions in this or any other country; and the undersigned hereby authorizes and requests the issuing authority to issue any and all patents on said application or applications to said RISD or its successors and assigns.

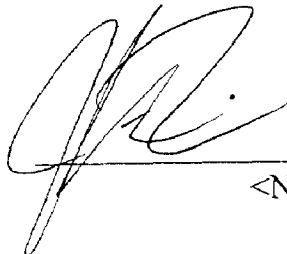
The undersigned further agrees, without any further payment or compensation by said RISD or its successors and assigns, to assist in the preparation of any patent applications, to communicate to RISD, its representatives or agents or its successors and assigns, any facts relating to said invention or inventions including evidence for interference purposes or for other legal proceedings whenever requested; testify in any interference or other legal proceedings, whenever requested; execute and deliver, on request, all lawful papers required to make any of the foregoing provisions effective,



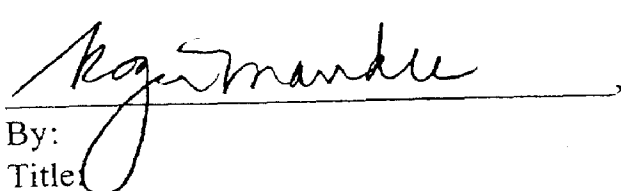
including, without limitation, executing patent assignment documents corresponding to the sample attached hereto; and generally do everything possible to aid RISD, its successors or assigns and nominees to secure, obtain and enforce proper patent protection for said invention or inventions in this or any foreign country.

In the event that a major appliance manufacturer makes payments to RISD to obtain rights in and to the Universal Kitchen Project, and in the event that such manufacturer has filed a patent application or copyright registration upon any of said Inventions (or indicates its intention to do so) on or before December 31, 1999, RISD shall pay the undersigned by January 31, 2000, an amount equal to the following: \$34,838 divided pro rata by the number of individuals that developed certain works or inventions related to the Universal Kitchen Project in which such manufacturer has filed a patent application or copyright registration (or indicates its intention to do so) by December 31, 1999.

RISD and the undersigned agree that this instrument contains the entire and only agreement between the parties concerning its subject matter and supersedes any and all preexisting agreements between them respecting such subject matter. Any representation, promise, or condition in connection with such subject matter which is not incorporated in this agreement shall not be binding. No modification of this agreement or any of its provisions shall be binding unless made in writing and signed on behalf of RISD or its successors or assigns and by the undersigned or their successors or assigns.


Chris Riia, 8.31.99.
<Name> (Date)

Rhode Island School of Design


By: 9/1/99
Title (Date)

AGREEMENT

This Agreement is made as of July 1, 1999 by and between the Rhode Island School of Design, Providence, Rhode Island ("RISD"), and Michael Lye, an individual residing at 75 PAYSIDE AVE, WARWICK, RI ("you").

WHEREAS, you have supported and contributed to the Universal Kitchen project at RISD and you have developed certain works or inventions in connection with the work you did related to the Universal Kitchen project; and

WHEREAS, RISD may be able to use the Universal Kitchen project and works and inventions connected with that project for the benefit of the school and its educational purposes; and

WHEREAS, RISD wishes to acknowledge your contribution and you wish to support such use of the Universal Kitchen project by RISD;

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Definitions Used in this Agreement. RISD has signed a letter of intent with a major appliance manufacturer and is currently engaged in due diligence and other efforts to finalize an agreement with that manufacturer (the "Proposed Contract") whereby, among other things, the manufacturer will make three payments to RISD over a period of three years (the "Manufacturer Payments"), RISD will assign to the manufacturer certain intellectual property rights related to the Universal Kitchen, and RISD and the manufacturer will engage in certain activities intended to transfer knowledge about the Universal Kitchen design and methodology to the manufacturer. The intellectual property rights to be transferred include certain intellectual

property rights in drawings and other works or inventions developed by you ("Your Inventions") and others in connection with the Universal Kitchen. The "Transfer of Knowledge" activities may include demonstrations at the manufacturer's or RISD's facilities, workshops and case studies regarding the Universal Kitchen design and methodology and compilation and study of drawings and other materials related to development and design of a Universal Kitchen.

2. Payments. Subject to execution of the Proposed Contract and RISD's receipt of the Manufacturer Payments, RISD agrees to make payments to you as follows:

- a. In consideration of the assignment of intellectual property rights set forth in paragraph 3 below, RISD will pay you \$10,000 promptly following RISD's receipt of the first annual Manufacturer Payment.
- b. RISD will pay you at the rate of \$40 per hour for your participation in the Transfer of Knowledge activities, provided that your participation and the number of hours are pre-approved by RISD.

3. Assignment of Intellectual Property. You hereby irrevocably sell, assign, transfer and set over unto RISD, its successors and assigns, the entire right, title and interest throughout the world in and to Your Inventions, including as described in any application for a patent or copyright registration filed thereon, in any form or embodiment thereof, and in and to the aforesaid application; and in and to any application filed in any country based thereon, including the right to file or have filed said applications and claim priority under the provisions of any international convention or treaty; also the entire right, title and interest throughout the world in and to any and all patents or reissues or extensions thereof to be obtained in this or any other country upon Your Inventions and any divisional, continuation, continuation-in-part or continued prosecution of applications which may be filed upon Your Inventions in this or any other country; and you hereby authorize and request the issuing authority to issue any and all patents on said application or applications to RISD or its successors and assigns.

4. Further Assurances and Cooperation With Patent Prosecution. You further agree, without any further payment or compensation by RISD or its successors and assigns, to provide assistance as is reasonably necessary in the preparation of any patent applications, to communicate to RISD, its representatives or agents or its successors and assigns, any facts relating to Your Inventions, to execute and deliver, on request, all lawful papers required to make any of the foregoing provisions effective, including, without limitation, executing patent assignment documents corresponding to the sample attached hereto; and generally do everything reasonably required to aid RISD, its successors or assigns and nominees to secure and obtain proper patent protection for Your Inventions or such other inventions in this or any other country. You agree that if requested by RISD, its representatives or agents or its successors and assigns, you will travel to places as needed to aid in such prosecution provided you are compensated for expenses and time spent for such travel. You further agree that with reasonable compensation for time and expenses, as requested by RISD, its representatives or agents or its successors and assigns, to provide any information or facts relating to Your Invention for other legal proceedings whenever requested; testify in any interference or other legal proceedings, and generally do everything possible to aid RISD, its successors or assigns and nominees to enforce proper patent protection for said invention or inventions in this or any other country.

5. Transfer of Knowledge Activities. You further agree to cooperate and assist RISD with the Transfer of Knowledge activities, including preparation and delivery of workshops, case studies and other materials and training.


6. General. This Agreement contains the entire and only agreement between RISD and you concerning the Universal Kitchen development and design, Your Inventions and the other subject matter of this Agreement, and this Agreement supersedes any and all pre-existing

agreements between RISD and you with respect to the Universal Kitchen, Your Inventions and such subject matter, including, without limitation, the Part-time Employment Agreement, Confidentiality Agreement and Memorandum of Agreement. Any representation, promise or condition in connection with the Universal Kitchen, Your Inventions or such subject matter which is not incorporated in this Agreement shall not be binding. No modification of the Agreement or any of its provisions shall be binding unless made in writing and signed by RISD or its successor or assign and by you or your successor or assign.


IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

RHODE ISLAND SCHOOL OF DESIGN

MICHAEL LYE



 Eiy: Roger Mandle
 Title: President
 Date: 7/21/99



 Date: 19 JULY 1999

Attachments:
 Blank patent assignment form

PATENT ASSIGNMENT AGREEMENT

WHEREAS, I, GEORGE PRIN, may have developed certain works or inventions in connection with work I have done related to the Universal Kitchen Project (the "Inventions"); and

WHEREAS, The Rhode Island School of Design, of Providence, Rhode Island ("RISD") may be able to use the Inventions in connection with an opportunity to work with a major appliance manufacturer; and

WHEREAS, in connection with this opportunity and any future opportunities, RISD is desirous of acquiring the entire right, title and interest in and to said Inventions and any and all patents to be obtained therefor;

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the undersigned, the undersigned does hereby irrevocably sell, assign, transfer and set over unto RISD, its successors and assigns, the entire right, title and interest throughout the world in and to the Inventions, including as described in any application for a patent or copyright registration filed thereon, in any form or embodiment thereof, and in and to the aforesaid application; and in and to any application filed in any country based thereon, including the right to file or have filed said applications and claim priority under the provisions of any international convention or treaty; also the entire right, title and interest throughout the world in and to any and all patents or reissues or extensions thereof to be obtained in this or any other country upon said Invention or Inventions and any divisional, continuation, continuation-in-part or continued prosecution of applications which may be filed upon said Inventions in this or any other country; and the undersigned hereby authorizes and requests the issuing authority to issue any and all patents on said application or applications to said RISD or its successors and assigns.

The undersigned further agrees, without any further payment or compensation by said RISD or its successors and assigns, to assist in the preparation of any patent applications, to communicate to RISD, its representatives or agents or its successors and assigns, any facts relating to said invention or inventions including evidence for interference purposes or for other legal proceedings whenever requested; testify in any interference or other legal proceedings, whenever requested; execute and deliver, on request, all lawful papers required to make any of the foregoing provisions effective, including, without limitation, executing patent assignment documents corresponding to the sample attached hereto; and generally do everything possible to aid RISD, its



successors or assigns and nominees to secure, obtain and enforce proper patent protection for said invention or inventions in this or any foreign country.

In the event that a major appliance manufacturer makes payments to RISD to obtain rights in and to the Universal Kitchen Project, and in the event that such manufacturer has filed a patent application or copyright registration upon any of said Inventions (or indicates its intention to do so) on or before December 31, 1999, RISD shall pay the undersigned by January 31, 2000, an amount equal to the following: \$34,838 divided pro rata by the number of individuals that developed certain works or inventions related to the Universal Kitchen Project in which such manufacturer has filed a patent application or copyright registration (or indicates its intention to do so) by December 31, 1999.

RISD and the undersigned agree that this instrument contains the entire and only agreement between the parties concerning its subject matter and supersedes any and all preexisting agreements between them respecting such subject matter, including without limitation the Part-Time Employment Agreement and Memorandum of Agreement. Any representation, promise, or condition in connection with such subject matter which is not incorporated in this agreement shall not be binding. No modification of this agreement or any of its provisions shall be binding unless made in writing and signed on behalf of RISD or its successors or assigns and by the undersigned or their successors or assigns.

_____ 8-12-99
<Name> (Date)

Rhode Island School of Design

_____ 8/12/99
By: Michael R. Franco (Date)
Title: Acting President

AGREEMENT

This Agreement is made as of July 1, 1999 by and between the Rhode Island School of Design, Providence, Rhode Island ("RISD"), and Diana R. Harrison, as executor of the estate of Marc S. Harrison (the "Estate"), an individual formerly residing at 568 Bristol Ferry Road, Portsmouth, Rhode Island 02871 ("Mr. Harrison").

WHEREAS, Mr. Harrison supported and contributed to the Universal Kitchen project at RISD and Mr. Harrison developed certain works or inventions in connection with the work he did related to the Universal Kitchen project; and

WHEREAS, RISD may be able to use the Universal Kitchen project and works and inventions connected with that project for the benefit of the school and its educational purposes; and

WHEREAS, RISD wishes to acknowledge Mr. Harrison's contribution and the Estate wishes to support on Mr. Harrison's behalf such use of the Universal Kitchen project by RISD;

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Definitions Used in this Agreement. RISD has signed a letter of intent with a major appliance manufacturer and is currently engaged in due diligence and other efforts to finalize an agreement with that manufacturer (the "Proposed Contract") whereby, among other things, the manufacturer will make three payments to RISD over a period of three years (the "Manufacturer Payments"), RISD will assign to the manufacturer certain intellectual property rights related to the Universal Kitchen, and RISD and the manufacturer will engage in certain activities intended to transfer knowledge about the Universal Kitchen design and methodology to

the manufacturer. The intellectual property rights to be transferred by RISD include certain intellectual property rights in drawings and other works or inventions developed by Mr. Harrison ("Mr. Harrison's Inventions") and others in connection with the Universal Kitchen. The "Transfer of Knowledge" activities may include demonstrations at the manufacturer's or RISD's facilities, workshops and case studies regarding the Universal Kitchen design and methodology and compilation and study of drawings and other materials related to development and design of a Universal Kitchen.

2. Payments. Subject to execution of the Proposed Contract and RISD's receipt of the Manufacturer Payments, RISD agrees to make payments to you as follows:

- a. In consideration of Mr. Harrison's past contribution to the development and design of the Universal Kitchen and promotion of the Universal Kitchen to the manufacturer and others, RISD will pay the Estate \$12,813.00 promptly following RISD's receipt of the first annual Manufacturer Payment.
- b. In consideration of the assignment of intellectual property rights set forth in paragraph 3 below, RISD will pay the Estate \$35,000 promptly following RISD's receipt of the second annual Manufacturer Payment.

RISD shall use its best efforts to enforce the Proposed Contract and collect all Manufacturer Payments when due.

3. Assignment of Intellectual Property. The Estate, on its own behalf and on behalf of Mr. Harrison, hereby irrevocably sells, assigns, transfers and sets over unto RISD, its successors and assigns, the entire right, title and interest throughout the world in and to Mr. Harrison's Inventions, including as described in any application for a patent or copyright registration filed thereon, in any form or embodiment thereof, and in and to the aforesaid application; and in and to any application filed in any country based thereon, including the right to file or have filed said applications and claim priority under the provisions of any international

convention or treaty; also the entire right, title and interest throughout the world in and to any and all patents or reissues or extensions thereof to be obtained in this or any other country upon Mr. Harrison's Inventions and any divisional, continuation, continuation-in-part or continued prosecution of applications which may be filed upon Mr. Harrison's Inventions in this or any other country; and the Estate hereby authorizes and requests the issuing authority to issue any and all patents on said application or applications to RISD or its successors and assigns.

4. Further Assurances and Cooperation With Patent Prosecution. The Estate further agrees, without any further payment or compensation by RISD or its successors and assigns, to assist in the preparation of any patent applications, to communicate to RISD, its representatives or agents or its successors and assigns, any facts relating to Mr. Harrison's Inventions or other's inventions related to the Universal Kitchen including evidence for interference purposes or for other legal proceedings whenever requested; testify in any interference or other legal proceedings, whenever requested; execute and deliver, on request, all lawful papers required to make any of the foregoing provisions effective, including, without limitation, executing patent assignment documents corresponding to the sample attached hereto; and generally do everything possible to aid RISD, its successors or assigns and nominees to secure, obtain and enforce proper patent protection for Mr. Harrison's Inventions or such other inventions in this or any other country.

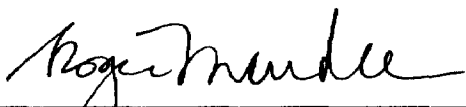
5. General. This Agreement contains the entire and only agreement between RISD and Mr. Harrison and the Estate concerning the Universal Kitchen development and design, Mr. Harrison's Inventions and the other subject matter of this Agreement, and this Agreement supersedes any and all pre-existing agreements between RISD and Mr. Harrison or the Estate with respect to the Universal Kitchen, Mr. Harrison's Inventions and such subject matter,

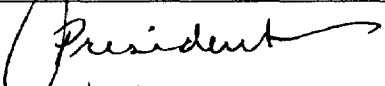
including, without limitation, the Part-time Employment Agreement, Confidentiality Agreement and Memorandum of Agreement. Any representation, promise or condition in connection with the Universal Kitchen, Mr. Harrison's Inventions or such subject matter which is not incorporated in this Agreement shall not be binding. No modification of the Agreement or any of its provisions shall be binding unless made in writing and signed by RISD or its successor or assign and by the Estate or its successor or assign.

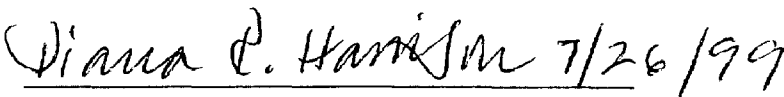
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

RHODE ISLAND SCHOOL OF DESIGN

DIANA R. HARRISON
as executrix of the estate of Marc S. Harrison



By: 
Title: President
Date: 7/29/99



Date: 7/26/99

Attachments:
Blank patent assignment form