

10-10-2000



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FORM PTO-1596
1-31-92

RECORDAT

S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

DOCKET NO.: 121823.5

PATENT & TRADEMARK OFFICE

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

1. Name of conveying party(ies):

Sun-It, Corp.

\$ 28.00

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

☒ Assignment☐ Merger☐ Security Agreement☐ Change of Name☐ Other

Execution Date: June 1, 2000

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

Name: E&B Giftware LLC

Internal Address:

Street Address: 4 Executive Plaza

City: Yonkers State/Country: New York ZIP: 10701

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

4. Application number(s) or patent number(s):

If the document is being filed together with a new application, the execution date of the application is:

A. Patent Application No(s).

B. Patent No(s).

5,676,128; 5,570,863; D365,868; D358,446; D356,710

Additional numbers attached? ☐ Yes ☒ No

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

Name: PEPPER HAMILTON LLP

Internal Address:

Street Address: 600 Fourteenth Street, N.W.

City: Washington State: DC ZIP: 20005-2004

6. Total number of applications and patents involved: 5

7. Total fee (37 CFR 3.41) \$200.00

☐ Enclosed☒ Authorized to be charged to deposit account

8. Deposit account number:

50-0436

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.*Corinne M. Pouliquen, Registration No. 35,753
Name and Registration No. of Person Signing

Signature

August 28, 2000
Date

Total number of pages comprising cover sheet: 1

CMB No. 0851-0011 (exp. 4/94)

DC: #159189 v1 (3#TX011:WPD)

10/06/2000 GTON11 00000155 500436 5676128

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PATENT
REEL: 011122 FRAME: 0634

PATENT RIGHTS ASSIGNMENT

THIS ASSIGNMENT (the "Assignment") is made and entered into this 1st day of June, 2000, by Sun-It, Corp., a New York corporation ("Assignor"), in favor of E&B Giftware LLC, a Delaware limited liability company ("Assignee").

W I T N E S S E T H :

WHEREAS, Assignor and Assignee have entered into the Contribution Agreement dated as of May 31, 2000 (the "Contribution Agreement"), providing for the sale by Assignor of certain assets relating to the business of Assignor ("Assignor's Business");

WHEREAS, Assignor agreed to grant certain rights in intangible assets, including intellectual property, to Assignee under the Contribution Agreement; and

WHEREAS, Assignor is the sole and exclusive owner of the entire right, title, and interest in and to the United States Design Patents, applications for Design Patents and Other Inventions described in Schedule A (the "Scheduled Patents") and desires to transfer the Scheduled Patents and all other know-how, trade secrets, processes, formulas, and inventions used in Assignor's Business (collectively, the "Patents") to Assignee pursuant to the Contribution Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Assignor hereby agrees as follows:

PATENTS

1. Assignor hereby sells, assigns and transfers to Assignee all of Assignor's right, title and interest in and to the Patents, the inventions disclosed therein and all reissues, reexaminations, and extensions thereof, all said rights to be held and enjoyed by the Assignee for its own use and for the use of its successors, assigns, or other legal representatives, to the full end of the term for which the Patents have been or will be granted, reexamined, extended or reissued, as fully and entirely as the same would have been held and enjoyed by the Assignor if this Assignment and sale had not been made, and Assignor hereby assigns any and all claims and causes for action for infringement of such Patents which have accrued up to and including the date of this Assignment, including all rights to recover damages and injunctive relief in respect to such infringement;

2. Assignor authorizes and empowers Assignee, its successors, assigns, or nominees, to make application for patent or other form of protection for the Patents in Assignee's own name, in any and all countries and to invoke and claim for any application for patent or other form of protection for the Patents filed by it or them, the benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended,

or by any convention which may henceforth be substituted for it, and to invoke and claim such right of priority without further written or oral authorization from Assignor;

3. Assignor agrees that Assignor will, without demanding any further consideration therefor, at the request and the expense of Assignee, do all lawful and just acts, including the execution and acknowledgment of instruments, that may be or become necessary for obtaining, sustaining, reexamining or reissuing the Patents, and for maintaining and perfecting Assignee's rights to the Patents;

4. Assignor agrees that Assignor will communicate to Assignee or its representatives any facts known to Assignor respecting the Patents and, when requested by Assignee and at Assignee's expense, will aid Assignee, its successors, assigns, and legal representatives or nominees, to obtain or enforce proper protection for the Patents in any and all countries;

5. Assignor hereby consents that a copy of this Assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file, or like document which may be required in any country for any purpose and, more particularly, in proof of the right of said corporation or its successors, assigns, or nominees to apply for patent or other proper protection for the Patents, and to claim the aforesaid benefits of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it;

GENERAL

6. Assignor covenants with Assignee, its successors, assigns, legal representatives, and nominees, that to the best of Assignor's knowledge, the right, title, and interest herein conveyed by Assignor are free and clear of any incumbrance, and that Assignor has full right to convey the same as herein expressed;

7. This Assignment shall inure to the benefit of Assignee and its successors and assigns and shall be binding upon Assignor and its successors and assigns;

8. This Assignment and all questions relating to its validity, interpretation, performance and enforcement shall be governed by and construed in accordance with the laws of the State of Delaware;


9. This Assignment and the Contribution Agreement contain the entire agreement and understanding of the parties hereto relating to the subject matter hereof, and merge and supersede all prior and contemporaneous discussions, agreements and understandings of every nature between the parties hereto relating to the subject matter hereof. This Assignment may not be changed or modified, except by an agreement in writing signed by each of the parties hereto; and

10. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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

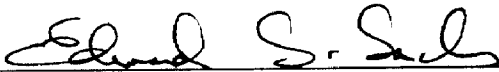
ASSIGNOR

Sun-It Corp.

By: 
Name: Edward Sacks
Title: ~~President~~ **CED**

ASSIGNEE

E&B Giftware LLC

By: 
Name:
Title: **CED**

SCHEDULE A

SUN-IT PATENTS

ITEM:	PATENT #	
SOLAR DEVICE FOR COOLING	5,676,128	10-14-1997
DRINK HOLDER	5,570,863	11-5-1996
BEE FLY SWATTER	D365,868	1-2-1996
FLY SWATTER	D358,446	5-16-1995
FLOOR MAT	D356,710	3-28-1995

UNITED STATES PATENT APPLICATIONS

FOREIGN PATENTS

FOREIGN PATENT APPLICATIONS

OTHER INVENTIONS