

11-03-2000

PATENTS ONLY

TO THE DIRECTOR OF THE UNITED STATES

PATENTS ONLY  
MARK OFFICE

Please record the attached on 101504288

## 1. Name of Party(ies) conveying an interest:

Paul Dery  
Gabriel Chauviaux

Joseph Carley

Philip Frank

Omer Kotzer

Kim Porter

Sohrab Vossoughi

Scott Thorpe

Steve McCallion

Angelika Schubert-Belle

Additional name(s) of conveying party(ies) attached?

☐ Yes ☒ No

## 2. Name and Address of Party(ies) receiving an interest:

Name: The Rival Company

Internal Address:

Street Address: 800 East Terrace

City: Kansas City

State/Zip: Missouri 64131-5308

Additional name(s) and addresses attached?

☐ Yes ☒ No

## 3. Description of the interest conveyed:

☒ Assignment☐ Change of Name

Other:

☐ Security Agreement☐ Merger

Execution Date: Sept. 29, 2000; Feb. 11, 2000;

May 28, 1999; Sept. 22, 2000; Feb. 15, 2000; Feb 15, 2000;

Feb. 15, 2000; Feb. 11, 2000; Feb. 15, 2000; Sept. 28, 2000

4. Application number(s) or patent number(s). Additional sheet attached? ☐ Yes ☒ No

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

Date

A. Patent Application No.(s)

29/098,230

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

BRINKS HOFER GILSON &amp; LIONE

P.O. BOX 10395

CHICAGO, IL 60610

(312)321-4200

## 6. Number of applications and patents involved: 1

7. Total fee (37 CFR 3.41)

\$ 40.00

☒ Enclosed☐ Authorized to be charged to Deposit Account No. 23-19258. ☒ Please charge any deficiencies in fee or credit any overpayment to Deposit Account No. 23-1925.

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.

Michael P. Chu

Name of Person Signing

Signature

October 24, 2000

Date

Total number of pages including cover sheet, attachments, and document: 23

**ASSIGNMENT**

WHEREAS, **PAUL DERY, GABRIEL CHAUVIAUX, JOSEPH CARLEY, PHILIP FRANK, OMER KOTZER, KIM PORTER, SOHRAB VOSSOUGH, SCOTT THORPE, STEVE MCCALLION, ANGELIKA SCHUBERT-BELLE**, hereinafter called the "Assignors", has made the invention described in the United States patent application entitled **HUMIDIFIER**, for a full description of which reference is here made to an application for Letters Patent of the United States filed on **December 23, 1998** and assigned Application Serial No. **29/098,230**;

WHEREAS, **THE RIVAL COMPANY**, a corporation organized and existing under the laws of the State of Delaware, having a place of business at **Kansas City, Missouri**, hereinafter called the "Assignee", desires to acquire the entire right, title and interest in and to the invention and the patent application identified above, and all patents which may be obtained for said invention, as set forth below;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00), and other valuable and legally sufficient consideration, the receipt of which by the Assignor from the Assignee is hereby acknowledged, the Assignor has sold, assigned and transferred, and by these presents does sell, assign and transfer to the Assignee, the entire right, title and interest for the United States in and to the invention and the patent application identified above, and any patents that may issue for said invention in the United States; together with the entire right, title and interest in and to said invention and all patent applications and patents therefor in all countries foreign to the United States, including the full right to claim for any such application all benefits and priority rights under any applicable convention; together with the entire right, title and interest in and to all continuations, divisions, renewals and extensions of any of the patent applications and patents defined above; to have and to hold for the sole and exclusive use and benefit of the Assignee, its successors and assigns, to the full end of the term or terms for all such patents.

The Assignors hereby covenant and agree, for both the Assignors' and the Assignor's legal representatives, that the Assignors will assist the Assignee in the prosecution of the patent application identified above; in the making and prosecution of any other patent

applications that the Assignee may elect to make covering the invention identified above; in vesting in the Assignee like exclusive title in and to all such other patent applications and patents; and in the prosecution of any interference which may arise involving said invention, or any such patent application or patent; and that the Assignors will execute and deliver to the Assignee any and all additional papers which may be requested by the Assignee to carry out the terms of this Assignment.

The Commissioner of Patents and Trademarks is hereby authorized and requested to issue patents to the Assignee in accordance with the terms of this Assignment.

IN TESTIMONY WHEREOF, the Assignors have executed this agreement Nunc Pro Tunc as of December 23, 1998.

X  
DATED:

29 septembre 2000 Paul Dery  
PAUL DERY

DATED:

\_\_\_\_\_  
GABRIEL CHAUVIAUX

DATED:

\_\_\_\_\_  
JOSEPH CARLEY

DATED:

\_\_\_\_\_  
PHILIP FRANK

DATED:

\_\_\_\_\_  
OMER KOTZER

DATED:

\_\_\_\_\_  
KIM PORTER

DATED:

\_\_\_\_\_  
SOHRAB VOSSOUGH

**ASSIGNMENT**

WHEREAS, **PAUL DERY, GABRIEL CHAUVIAUX, JOSEPH CARLEY, PHILIP FRANK, OMER KOTZER, KIM PORTER, SOHRAB VOSSOUGH, SCOTT THORPE, STEVE MCCALLION, ANGELIKA SCHUBERT-BELLE**, hereinafter called the "Assignors", has made the invention described in the United States patent application entitled **HUMIDIFIER**, for a full description of which reference is here made to an application for Letters Patent of the United States filed on **December 23, 1998** and assigned Application Serial No. **29/098,230**;

WHEREAS, **THE RIVAL COMPANY**, a corporation organized and existing under the laws of the State of Delaware, having a place of business at **Kansas City, Missouri**, hereinafter called the "Assignee", desires to acquire the entire right, title and interest in and to the invention and the patent application identified above, and all patents which may be obtained for said invention, as set forth below;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00), and other valuable and legally sufficient consideration, the receipt of which by the Assignor from the Assignee is hereby acknowledged, the Assignor has sold, assigned and transferred, and by these presents does sell, assign and transfer to the Assignee, the entire right, title and interest for the United States in and to the invention and the patent application identified above, and any patents that may issue for said invention in the United States; together with the entire right, title and interest in and to said invention and all patent applications and patents therefor in all countries foreign to the United States, including the full right to claim for any such application all benefits and priority rights under any applicable convention; together with the entire right, title and interest in and to all continuations, divisions, renewals and extensions of any of the patent applications and patents defined above; to have and to hold for the sole and exclusive use and benefit of the Assignee, its successors and assigns, to the full end of the term or terms for all such patents.

The Assignors hereby covenant and agree, for both the Assignors' and the Assignor's legal representatives, that the Assignors will assist the Assignee in the prosecution of the patent application identified above; in the making and prosecution of any other patent

applications that the Assignee may elect to make covering the invention identified above; in vesting in the Assignee like exclusive title in and to all such other patent applications and patents; and in the prosecution of any interference which may arise involving said invention, or any such patent application or patent; and that the Assignors will execute and deliver to the Assignee any and all additional papers which may be requested by the Assignee to carry out the terms of this Assignment.

The Commissioner of Patents and Trademarks is hereby authorized and requested to issue patents to the Assignee in accordance with the terms of this Assignment.

IN TESTIMONY WHEREOF, the Assignors have executed this agreement Nunc Pro Tunc as of December 23, 1998.

DATED: \_\_\_\_\_  
PAUL DERY

DATED: 2/11/00 \_\_\_\_\_  
GABRIEL CHAUVIAUX

DATED: \_\_\_\_\_  
JOSEPH CARLEY

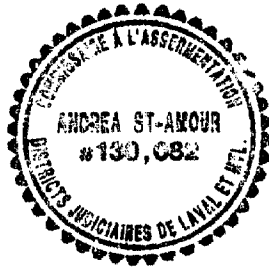
DATED: \_\_\_\_\_  
PHILIP FRANK

DATED: \_\_\_\_\_  
OMER KOTZER

DATED: \_\_\_\_\_  
KIM PORTER

DATED: \_\_\_\_\_  
SOHRAB VOSSOUGH

STATE OF QUEBEC )  
 ) ss.  
COUNTY OF LAVAL )



I, ANDREA ST-AMOUR, a Notary Public in and for the County and State aforesaid, do hereby certify that **GABRIEL CHAUVIAUX**, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this 11<sup>th</sup> day of February, 2000.

Andrea St-Amour  
Notary Public

(SEAL)

My Commission Expires:

\_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

I, \_\_\_\_\_, a Notary Public in and for the County and State aforesaid, do hereby certify that **JOSEPH CARLEY**, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2000.

\_\_\_\_\_  
Notary Public

(SEAL)

My Commission Expires:

\_\_\_\_\_

**ASSIGNMENT**

WHEREAS, Paul Dery, Gabriel Chauviaux, Joseph Carley, Philip Frank, Omer Kotzer, Kim Porter, Sohrab Vossoughi, Scott Thorpe, Steve McCallion and Angelika Schubert-Belle hereinafter called the "Assignors", have made the invention described in the United States patent application entitled HUMIDIFIER (DESIGN) for a full description of which reference is here made to an application for Letters Patent of the United States filed on December 23, 1998 and assigned Application Serial No. 29/098,230;

WHEREAS, The Rival Company, a corporation organized and existing under the laws of Delaware, having a place of business at 800 East 101 Terrace, Kansas City, Missouri, 64131, hereinafter called the "Assignee", desires to acquire the entire right, title and interest in and to the invention and the patent application identified above, and all patents which may be obtained for said invention, as set forth below;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00), and other valuable and legally sufficient consideration, the receipt of which by the Assignors from the Assignee is hereby acknowledged, the Assignors have sold, assigned and transferred, and by these presents do sell, assign and transfer to the Assignee, the entire right, title and interest for the United States in and to the invention and the patent application identified above, and any patents that may issue for said invention in the United States; together with the entire right, title and interest in and to said invention and all patent applications and patents therefor in all countries foreign to the United States, including the full right to claim for any such application all benefits and priority rights under any applicable convention; together with the entire right, title and interest in and to all continuations, divisions, renewals and extensions of any of the patent applications and patents defined above; to have and to hold for the sole and exclusive use and benefit of the Assignee, its successors and assigns, to the full end of the term or terms for all such patents.

The Assignors hereby covenant and agree, for both the Assignors and the Assignors' legal representatives, that the Assignors will assist the Assignee in the prosecution of the patent application identified above; in the making and prosecution of any other patent applications that the Assignee may elect to make covering the invention identified above; in

vesting in the Assignee like exclusive title in and to all such other patent applications and patents; and in the prosecution of any interference which may arise involving said invention, or any such patent application or patent; and that the Assignors will execute and deliver to the Assignee any and all additional papers which may be requested by the Assignee to carry out the terms of this Assignment.

The Commissioner of Patents and Trademarks is hereby authorized and requested to issue patents to the Assignee in accordance with the terms of this Assignment.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Paul Dery

Dated: \_\_\_\_\_

\_\_\_\_\_  
Gabriel Chauviaux

Dated: May 26, 1999

Joseph Carley  
Joseph Carley

Dated: \_\_\_\_\_

\_\_\_\_\_  
Philip Frank

Dated: \_\_\_\_\_

\_\_\_\_\_  
Omer Kotzer

Dated: \_\_\_\_\_

\_\_\_\_\_  
Kim Porter

Dated: \_\_\_\_\_

\_\_\_\_\_  
Sohrab Vossoughi

Dated: \_\_\_\_\_

\_\_\_\_\_  
Scott Thorpe



My Commission Expires:

STATE OF MISSOURI )  
 ) ss.  
COUNTY OF HENRY )

I, DONNA S. DOLL, , A Notary Public in and for the County and State aforesaid, do hereby certify that Joseph Carley, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that (s)he signed, sealed and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this  
28<sup>th</sup> day of May, 1999 .

**DONNA S. DOLL**  
Notary Public - Notary Seal  
State Of Missouri  
Commissioned in Henry County  
(SEAL) My Commission Expires June 28, 2000

Donna S. Doll  
Notary Public

My Commission Expires: 6-28-2000

STATE OF )  
 ) ss.  
COUNTY OF )

I, \_\_\_\_\_, , A Notary Public in and for the County and State aforesaid, do hereby certify that Philip Frank, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that (s)he signed, sealed and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this  
day of \_\_\_\_\_, 19\_\_\_\_ .

\_\_\_\_\_  
Notary Public

(SEAL)

My Commission Expires:

ASSIGNMENT

WHEREAS, PAUL DERY, GABRIEL CHAUVIAUX, JOSEPH CARLEY, PHILIP FRANK, OMER KOTZER, KIM PORTER, SOHRAB VOSSOUGH, SCOTT THORPE, STEVE MCCALLION, ANGELIKA SCHUBERT-BELL, hereinafter called the "Assignors", has made the invention described in the United States patent application entitled HUMIDIFIER, for a full description of which reference is here made to an application for Letters Patent of the United States filed on December 23, 1998 and assigned Application Serial No. 29/098,230;

WHEREAS, THE RIVAL COMPANY, a corporation organized and existing under the laws of the State of Delaware, having a place of business at Kansas City, Missouri, hereinafter called the "Assignee", desires to acquire the entire right, title and interest in and to the invention and the patent application identified above, and all patents which may be obtained for said invention, as set forth below;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00), and other valuable and legally sufficient consideration, the receipt of which by the Assignor from the Assignee is hereby acknowledged, the Assignor has sold, assigned and transferred, and by these presents does sell, assign and transfer to the Assignee, the entire right, title and interest for the United States in and to the invention and the patent application identified above, and any patents that may issue for said invention in the United States; together with the entire right, title and interest in and to said invention and all patent applications and patents therefor in all countries foreign to the United States, including the full right to claim for any such application all benefits and priority rights under any applicable convention; together with the entire right, title and interest in and to all continuations, divisions, renewals and extensions of any of the patent applications and patents defined above; to have and to hold for the sole and exclusive use and benefit of the Assignee, its successors and assigns, to the full end of the term or terms for all such patents.

The Assignors hereby covenant and agree, for both the Assignors' and the Assignor's legal representatives, that the Assignors will assist the Assignee in the prosecution of the patent application identified above; in the making and prosecution of any other patent

applications that the Assignee may elect to make covering the invention identified above; in vesting in the Assignee like exclusive title in and to all such other patent applications and patents; and in the prosecution of any interference which may arise involving said invention, or any such patent application or patent; and that the Assignors will execute and deliver to the Assignee any and all additional papers which may be requested by the Assignee to carry out the terms of this Assignment.

The Commissioner of Patents and Trademarks is hereby authorized and requested to issue patents to the Assignee in accordance with the terms of this Assignment.

IN TESTIMONY WHEREOF, the Assignors have executed this agreement Nunc Pro Tunc as of December 23, 1998.

DATED: \_\_\_\_\_

\_\_\_\_\_  
PAUL DERY

DATED: \_\_\_\_\_


\_\_\_\_\_  
GABRIEL CHAUVIAUX

DATED: \_\_\_\_\_

\_\_\_\_\_  
JOSEPH CARLEY

X DATED: \_\_\_\_\_

09.22.00

  
\_\_\_\_\_  
PHILIP FRANK

DATED: \_\_\_\_\_

\_\_\_\_\_  
OMER KOTZER

DATED: \_\_\_\_\_

\_\_\_\_\_  
KIM PORTER

DATED: \_\_\_\_\_

\_\_\_\_\_  
SOHRAB VOSSOUGH

ASSIGNMENT

WHEREAS, **PAUL DERY, GABRIEL CHAUVIAUX, JOSEPH CARLEY, PHILIP FRANK, OMER KOTZER, KIM PORTER, SOHRAB VOSSOUGH, SCOTT THORPE, STEVE MCCALLION, ANGELIKA SCHUBERT-BELLE**, hereinafter called the "Assignors", has made the invention described in the United States patent application entitled **HUMIDIFIER**, for a full description of which reference is here made to an application for Letters Patent of the United States filed on **December 23, 1998** and assigned Application Serial No. **29/098,230**;

WHEREAS, **THE RIVAL COMPANY**, a corporation organized and existing under the laws of the State of Delaware, having a place of business at **Kansas City, Missouri**, hereinafter called the "Assignee", desires to acquire the entire right, title and interest in and to the invention and the patent application identified above, and all patents which may be obtained for said invention, as set forth below;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00), and other valuable and legally sufficient consideration, the receipt of which by the Assignor from the Assignee is hereby acknowledged, the Assignor has sold, assigned and transferred, and by these presents does sell, assign and transfer to the Assignee, the entire right, title and interest for the United States in and to the invention and the patent application identified above, and any patents that may issue for said invention in the United States; together with the entire right, title and interest in and to said invention and all patent applications and patents therefor in all countries foreign to the United States, including the full right to claim for any such application all benefits and priority rights under any applicable convention; together with the entire right, title and interest in and to all continuations, divisions, renewals and extensions of any of the patent applications and patents defined above; to have and to hold for the sole and exclusive use and benefit of the Assignee, its successors and assigns, to the full end of the term or terms for all such patents.

The Assignors hereby covenant and agree, for both the Assignors' and the Assignor's

--

legal representatives, that the Assignors will assist the Assignee in the prosecution of the patent application identified above; in the making and prosecution of any other patent applications that the Assignee may elect to make covering the invention identified above; in vesting in the Assignee like exclusive title in and to all such other patent applications and patents; and in the prosecution of any interference which may arise involving said invention, or any such patent application or patent; and that the Assignors will execute and deliver to the Assignee any and all additional papers which may be requested by the Assignee to carry out the terms of this Assignment.

The Commissioner of Patents and Trademarks is hereby authorized and requested to issue patents to the Assignee in accordance with the terms of this Assignment.

IN TESTIMONY WHEREOF, the Assignors have executed this agreement Nunc Pro Tunc as of December 23, 1998.

DATED: _____	_____	PAUL DERY
DATED: _____	_____	GABRIEL CHAUVIAUX
DATED: _____	_____	JOSEPH CARLEY
DATED: _____	_____	PHILIP FRANK
DATED: <u>2-15-00</u>	_____	OMER KOTZER
DATED: <u>2/15 '00</u>	_____	KIM PORTER
DATED: <u>2/15/00</u>	_____	SOHRAB VOSSOUGH
DATED: _____	_____	SCOTT THORPE
DATED: <u>2/15/00</u>	_____	STEVE MCCALLION
DATED: _____	_____	ANGELIKA SCHUBERT-BELLE

--

STATE OF )  
 ) ss.  
COUNTY OF )

I, \_\_\_\_\_, a Notary Public in and for the County and State aforesaid, do hereby certify that **PHILIP FRANK**, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this day of \_\_\_\_\_, 2000.

\_\_\_\_\_  
Notary Public

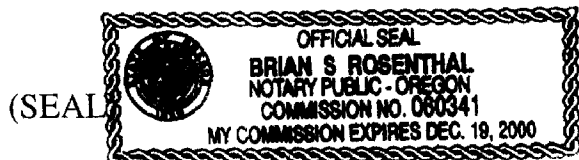
(SEAL)

My Commission Expires:  
\_\_\_\_\_

STATE OF *Oregon* )  
 ) ss.  
COUNTY OF *Multnomah* )

I, *Brian S. Rosenthal*, a Notary Public in and for the County and State aforesaid, do hereby certify that **OMER KOTZER**, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this *15<sup>th</sup>* day of *February*, 2000.



My Commission Expires:

*12/19/00*

*[Signature]*  
\_\_\_\_\_  
Notary Public

STATE OF Oregon )  
COUNTY OF Multnomah ) ss.

I, Brian S. Rosenthal, a Notary Public in and for the County and State aforesaid, do hereby certify that **KIM PORTER**, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this 15<sup>th</sup> day of February, 2000.



B.S. Rosenthal  
Notary Public

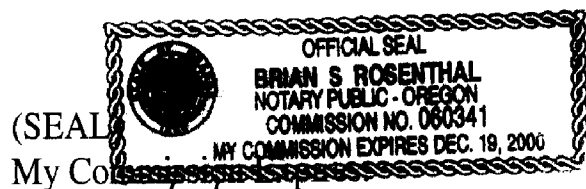
My Commission Expires:

12/19/00

STATE OF Oregon )  
COUNTY OF Multnomah ) ss.

I, Brian S. Rosenthal, a Notary Public in and for the County and State aforesaid, do hereby certify that **SOHRAB VOSSOUGH**, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this 15<sup>th</sup> day of February, 2000.



12/19/00

B.S. Rosenthal  
Notary Public

--

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

I, \_\_\_\_\_, a Notary Public in and for the County and State aforesaid, do hereby certify that **SCOTT THORPE**, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this day of \_\_\_\_\_, 2000.

\_\_\_\_\_  
Notary Public

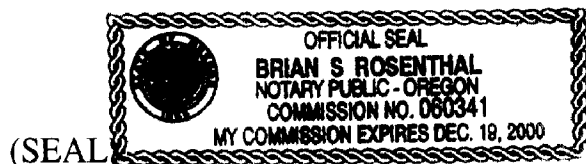
(SEAL)

My Commission Expires:  
\_\_\_\_\_

STATE OF Oregon )  
 ) ss.  
COUNTY OF Multnomah )

I, Brian S. Rosenthal, a Notary Public in and for the County and State aforesaid, do hereby certify that **STEVE McCALLION**, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this 15<sup>th</sup> day of February, 2000.



[Signature]  
Notary Public

--



**ASSIGNMENT**

WHEREAS, **PAUL DERY, GABRIEL CHAUVIAUX, JOSEPH CARLEY, PHILIP FRANK, OMER KOTZER, KIM PORTER, SOHRAB VOSSOUGH, SCOTT THORPE, STEVE MCCALLION, ANGELIKA SCHUBERT-BELLE**, hereinafter called the "Assignors", has made the invention described in the United States patent application entitled **HUMIDIFIER**, for a full description of which reference is here made to an application for Letters Patent of the United States filed on **December 23, 1998** and assigned Application Serial No. **29/098,230**;

WHEREAS, **THE RIVAL COMPANY**, a corporation organized and existing under the laws of the State of Delaware, having a place of business at **Kansas City, Missouri**, hereinafter called the "Assignee", desires to acquire the entire right, title and interest in and to the invention and the patent application identified above, and all patents which may be obtained for said invention, as set forth below;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00), and other valuable and legally sufficient consideration, the receipt of which by the Assignor from the Assignee is hereby acknowledged, the Assignor has sold, assigned and transferred, and by these presents does sell, assign and transfer to the Assignee, the entire right, title and interest for the United States in and to the invention and the patent application identified above, and any patents that may issue for said invention in the United States; together with the entire right, title and interest in and to said invention and all patent applications and patents therefor in all countries foreign to the United States, including the full right to claim for any such application all benefits and priority rights under any applicable convention; together with the entire right, title and interest in and to all continuations, divisions, renewals and extensions of any of the patent applications and patents defined above; to have and to hold for the sole and exclusive use and benefit of the Assignee, its successors and assigns, to the full end of the term or terms for all such patents.

The Assignors hereby covenant and agree, for both the Assignors' and the Assignor's legal representatives, that the Assignors will assist the Assignee in the prosecution of the patent application identified above; in the making and prosecution of any other patent

applications that the Assignee may elect to make covering the invention identified above; in vesting in the Assignee like exclusive title in and to all such other patent applications and patents; and in the prosecution of any interference which may arise involving said invention, or any such patent application or patent; and that the Assignors will execute and deliver to the Assignee any and all additional papers which may be requested by the Assignee to carry out the terms of this Assignment.

The Commissioner of Patents and Trademarks is hereby authorized and requested to issue patents to the Assignee in accordance with the terms of this Assignment.

IN TESTIMONY WHEREOF, the Assignors have executed this agreement Nunc Pro Tunc as of December 23, 1998.

DATED: \_\_\_\_\_  
PAUL DERY

DATED: \_\_\_\_\_  
GABRIEL CHAUVIAUX

DATED: \_\_\_\_\_  
JOSEPH CARLEY

DATED: \_\_\_\_\_  
PHILIP FRANK

DATED: \_\_\_\_\_  
OMER KOTZER

DATED: \_\_\_\_\_  
KIM PORTER

DATED: \_\_\_\_\_  
SOHRAB VOSSOUGH

DATED: February 11/2000

  
\_\_\_\_\_  
SCOTT THORPE

DATED: \_\_\_\_\_

\_\_\_\_\_  
STEVE MACCALLION

DATED: \_\_\_\_\_

\_\_\_\_\_  
ANGELIKA SCHUBERT-BELLE

STATE OF )  
                  ) Ss.  
COUNTY OF )

I, \_\_\_\_\_, a Notary Public in and for the County and State aforesaid, do hereby certify that **PAUL DERY**, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2000.

\_\_\_\_\_  
Notary Public

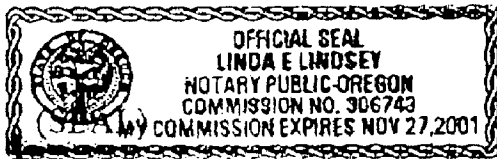
(SEAL)  
My Commission Expires:

\_\_\_\_\_

STATE OF Oregon )  
COUNTY OF Multnomah ) ss.

I, Linda E. Lindsey, a Notary Public in and for the County and State aforesaid, do hereby certify that **SCOTT THORPE**, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

11<sup>th</sup> day of February, 2000. IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this



[Signature]  
Notary Public

My Commission Expires:

27 Nov 2001

STATE OF )  
) ss.  
COUNTY OF )

I, \_\_\_\_\_, a Notary Public in and for the County and State aforesaid, do hereby certify that **STEVE McCALLION**, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2000.

\_\_\_\_\_  
Notary Public

(SEAL)

My Commission Expires:

ASSIGNMENT

WHEREAS, PAUL DERY, GABRIEL CHAUVIAUX, JOSEPH CARLEY, PHILIP FRANK, OMER KOTZER, KIM PORTER, SOHRAB VOSSOUGH, SCOTT THORPE, STEVE MCCALLION, ANGELIKA SCHUBERT-BELLE, hereinafter called the "Assignors", has made the invention described in the United States patent application entitled **HUMIDIFIER**, for a full description of which reference is here made to an application for Letters Patent of the United States filed on December 23, 1998 and assigned Application Serial No. 29/098,230;

WHEREAS, THE RIVAL COMPANY, a corporation organized and existing under the laws of the State of Delaware, having a place of business at Kansas City, Missouri, hereinafter called the "Assignee", desires to acquire the entire right, title and interest in and to the invention and the patent application identified above, and all patents which may be obtained for said invention, as set forth below;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00), and other valuable and legally sufficient consideration, the receipt of which by the Assignor from the Assignee is hereby acknowledged, the Assignor has sold, assigned and transferred, and by these presents does sell, assign and transfer to the Assignee, the entire right, title and interest for the United States in and to the invention and the patent application identified above, and any patents that may issue for said invention in the United States; together with the entire right, title and interest in and to said invention and all patent applications and patents therefor in all countries foreign to the United States, including the full right to claim for any such application all benefits and priority rights under any applicable convention; together with the entire right, title and interest in and to all continuations, divisions, renewals and extensions of any of the patent applications and patents defined above; to have and to hold for the sole and exclusive use and benefit of the Assignee, its successors and assigns, to the full end of the term or terms for all such patents.

The Assignors hereby covenant and agree, for both the Assignors' and the Assignor's legal representatives, that the Assignors will assist the Assignee in the prosecution of the patent application identified above; in the making and prosecution of any other patent

applications that the Assignee may elect to make covering the invention identified above; in vesting in the Assignee like exclusive title in and to all such other patent applications and patents; and in the prosecution of any interference which may arise involving said invention, or any such patent application or patent; and that the Assignors will execute and deliver to the Assignee any and all additional papers which may be requested by the Assignee to carry out the terms of this Assignment.

The Commissioner of Patents and Trademarks is hereby authorized and requested to issue patents to the Assignee in accordance with the terms of this Assignment.

IN TESTIMONY WHEREOF, the Assignors have executed this agreement Nunc Pro Tunc as of December 23, 1998.

DATED: \_\_\_\_\_  
PAUL DERY

DATED: \_\_\_\_\_  
GABRIEL CHAUVIAUX

DATED: \_\_\_\_\_  
JOSEPH CARLEY

DATED: \_\_\_\_\_  
PHILIP FRANK

DATED: \_\_\_\_\_  
OMER KOTZER

DATED: \_\_\_\_\_  
KIM PORTER

DATED: \_\_\_\_\_  
SOHRAB VOSSOUGH

DATED:

SCOTT THORPE

DATED:

STEVE MACCALLION

X DATED:

9/28/00

ANGELIKA SCHUBERT-BELLE