

11-16-2000



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Attorney Docket  
No.: 10499-18US

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

1. Name of conveying party(ies):

**Gregg M. Davis  
Jay F. Perkins  
Paul E. Hsu  
Peter A. Koloski  
Martin Brady  
Brandon Fountain  
Nhiem Nguyen**

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

**Hamilton Beach/Proctor Silex, Inc., a Delaware corporation  
4421 Waterfront Drive  
Glen Allen, Virginia 23060**

3. Nature of conveyance:

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

Execution Date: July 29, 2000; August 2, 2000; August 2, 2000; August 1, 2000; June 28, 2000; June 23, 2000; and June 22, 2000, respectively

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

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

A. Patent Application No.(s):  
29/126,329

B. Patent No.(s):

Additional numbers attached? ☐ Yes ☒ No

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

**Martin G. Belisario  
AKIN, GUMP, STRAUSS, HAUER & FELD, L.L.P.  
One Commerce Square - 2005 Market Street - Suite 2200  
Philadelphia, PA 19103  
Telephone: (215) 965-1200  
Direct Dial: (215) 965-1303  
Facsimile: (215) 965-1210  
E-Mail: mbelisario@akingump.com**

6. Total number of applications and patents involved: [01]

7. Total fee (37 C.F.R. 3.41) Cal. 01 x \$40.00 = \$ 40.00

☒ Check enclosed  
☐ Authorized to be charged to deposit account

8. Deposit account number: 50-1017  
(Billing No.: 210499.0018)

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.

11/14/2000 MTHA11 00000387 29126329

01 FC:581

40.00 OP

**Martin G. Belisario**

Name of Person Signing

Signature

Date

November 1, 2000

Total number of pages including cover sheet, attachments and document: |10|

## **United States Patent Assignment**

This United States Patent Assignment ("Assignment"), made by **GREGG M. DAVIS**, a citizen of the United States of America and resident of Powell, Ohio, whose Post Office address is 761 Woods Hollow Lane, Powell, Ohio 43065, **JAY F. PERKINS**, a citizen of the United States of America and resident of Pickerington, Ohio, whose Post Office address is 9661 Jeffrey Drive, Pickerington, Ohio 43147, **PAUL E. HSU**, a citizen of the United States of America and resident of Hilliard, Ohio, whose Post Office address is 2354 Yagger Bay Drive, Hilliard, Ohio 43206, **PETER A. KOLOSKI**, a citizen of the United States of America and resident of Columbus, Ohio, whose Post Office address is 4029 Wynding Drive, Columbus, Ohio 43124, **MARTIN BRADY**, a citizen of the Republic of Ireland and resident of Chesterfield, Virginia, whose Post Office address is 12511 Spring Run Road, Chesterfield, Virginia 23832, **BRANDON FOUNTAIN**, a citizen of the United States of America and resident of Goochland, Virginia whose Post Office Address is 3307 Hadensville-Fife Road, Goochland, Virginia 23063 and **NHIEM NGUYEN**, a citizen of the United States of America and resident of Henrico, Virginia, whose Post Office address is 5405 Olde Milbrooke, Glen Allen, Virginia 23060 ("Assignors") and **Hamilton Beach/Proctor Silex, Inc.**, a Delaware corporation having a principal place of business at 4421 Waterfront Drive, Glen Allen, Virginia 23060 ("Assignee"), provides as follows.

### **Recitals.**

Whereas, Assignors own the entire right, title and interest in and to the United States patent(s) and patent application(s) set forth on Schedule A hereto and the inventions therein disclosed and claimed (collectively, the "Patents, Applications and Inventions"), and have the unrestricted right to sell, assign and transfer such Patents, Applications and Inventions; and

Whereas, Assignee is desirous of acquiring the entire right, title and interest in and to the Patents, Applications and Inventions.

### **Assignment.**

Now, therefore, for ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignors have sold and by these presents do hereby sell, assign, transfer and convey unto Assignee, its successors and assigns Assignors' entire right, title and interest in and to the Patents, Applications and Inventions and in and to any and all applications based thereon, all continuations, continuations-in-part, continuing prosecution applications, or divisions thereof, and in and to any and all letters patent of the United States of America and all countries foreign thereto and reissues and extensions thereof which may be granted therefor or thereon, for the full term for which said letters patent may be granted, together with the right to claim the priority of any patent application included therein, to be held and enjoyed by said Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by the Assignors if this assignment and sale had not been made.

Assignors covenant and agree, on their own behalf and on behalf of their successors and assigns, without further compensation, to promptly at any time upon the request of the Assignee, its successors and assigns, provide such further information and execute such

further assignments and documents and do all lawful acts with respect to the Patents, Applications and Inventions that may be necessary or desirable to perfect title thereto in the Assignee, its successors or assigns, and to obtain patents therefor, or in any interference proceedings or for any divisions, continuations or continuation-in-part patent applications relating thereto. Further, Assignors hereby appoint Assignee to be Assignors' attorney-in-fact to execute such assignments and documents and do such lawful acts related to the interest conveyed herein, provided that such assignments, documents and lawful acts shall not be inconsistent with the terms and conditions of this Assignment.

Assignors warrant and represent to Assignee that Assignors have full and unencumbered legal and equitable title to the Patents, Applications and Inventions and that no other person, firm, corporation or entity has been granted any rights by said Assignors in or to the Patents, Applications and Inventions.

This Assignment shall be governed, interpreted, and enforced in accordance with the law of the Commonwealth of Virginia, excluding its laws regarding conflicts of law.

Witness the following signature.

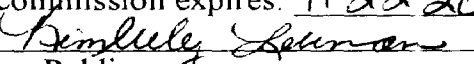
Assignor:

  
\_\_\_\_\_  
Gregg M. Davis

Date: 29 JULY 2000

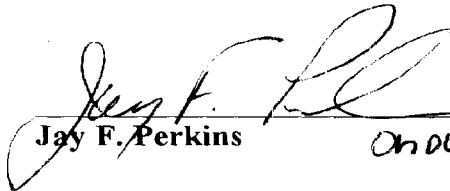
State of Ohio  
City/County of Columbus/Franklin

Before me personally appeared Gregg Davis, to me known to be the person described in and who executed the foregoing instrument, and who acknowledged to me that he executed the same for the purpose therein stated, this the 29 day of July, 2000.

My commission expires: 11-22-2004  
  
Notary Public



KIMBERLY H. LEHMAN  
Notary Public, State of Ohio  
My Commission Expires 11-22-04

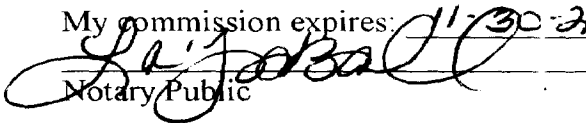
  
Jay F. Perkins      OHIO RV521770.

Date: 8/2/00

State of OHIO  
City/County of COLUMBUS FRANKLIN


Before me personally appeared JAY F. PERKINS, to me known to be the person described in and who executed the foregoing instrument, and who acknowledged to me that he executed the same for the purpose therein stated, this the 2 day of August, 2000.

My commission expires: 11-30-2003

  
Notary Public



LATONYA T. BALL  
NOTARY PUBLIC, STATE OF OHIO  
MY COMMISSION EXPIRES NOV. 30, 2003

  
\_\_\_\_\_  
Paul E. Hsu      OH DL RK136156.

Date: 8/2/00

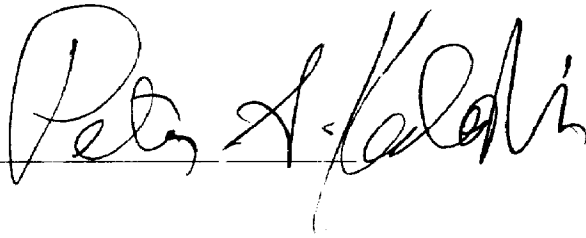
State of OHIO  
City/County of COLUMBUS: Franklin

Before me personally appeared Paul E. Hsu, to me known to be the person described in and who executed the foregoing instrument, and who acknowledged to me that he executed the same for the purpose therein stated, this the 2<sup>nd</sup> day of August, 2000.

My commission expires 11-30-2003  
  
\_\_\_\_\_  
Notary Public



Latonya T. Ball  
NOTARY PUBLIC, STATE OF OHIO  
MY COMMISSION EXPIRES NOV 30 2003

Peter A. KoloskiDate: 0-1-00State of \_\_\_\_\_  
City/County of \_\_\_\_\_

Before me personally appeared Peter A. Koloski, to me known to be the person described in and who executed the foregoing instrument, and who acknowledged to me that he executed the same for the purpose therein stated, this the 1 day of AUGUST, 2000.

My commission expires: September 06, 2000  
Linda L. Landis  
Notary Public



LINDA L. LANDIS  
Notary Public, State of Ohio  
My Commission Expires

M Martin Brady  
Martin Brady

Date: 06/28/00

State of VA,  
City/County of Henrico :

Before me personally appeared MARTIN BRADY, to me known to be the person described in and who executed the foregoing instrument, and who acknowledged to me that he executed the same for the purpose therein stated, this the 28<sup>th</sup> day of JUNE, 2000.

My commission expires: My Commission Expires July 31, 2003  
James S. Caral  
Notary Public

Brandon Fountain  
**Brandon Fountain**

Date: 06-23-00

State of VA  
City/County of Henrico:

Before me personally appeared BRANDON FOUNTAIN, to me known to be the person described in and who executed the foregoing instrument, and who acknowledged to me that he executed the same for the purpose therein stated, this the 23<sup>rd</sup> day of JUNE, 2000.

My commission expires: My Commission Expires July 31, 2003

James S. Chae  
Notary Public



Nhiem V. Nguyen  
Nhiem Nguyen

Date: 06-22-00

State of VA  
City/County of HENRICO

Before me personally appeared NHIEM NGUYEN, to me known to be the person described in and who executed the foregoing instrument, and who acknowledged to me that he executed the same for the purpose therein stated, this the 22<sup>nd</sup> day of JUNE, 2000.

My commission expires: My Commission Expires July 31, 2003

Jan S. Canal  
Notary Public

Schedule A

Patent(s):

Patent No.Issue DateTitle

Patent Application(s):

Serial No.Filing DateTitleUnassigned  
(Attorney Reference  
No. 2024152-0070)

Herewith

Toaster Oven