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03-09-2001

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

CMB NO. 0651-0011 (4/94)

2.28.01



ONEY DOCKET NO.: 55040/23433

101630954

To the Honorable Commissioner of Patents and Trademarks, please record the attached original documents or copy thereof.

| | | | |
|---|--|--|--|
| 1. Name(s) of conveying party(ies) | | 2. Name and address of receiving party(ies) | |
| Noah E. A. Dingler, Josh Chang, Saro Nalbandian, Levi Deaton, Evan T. Ward, Todd A. Zeilinger and James G. Montagnino | | Sunbeam Products, Inc. | |
| Additional name(s) of conveying party(ies) attached? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | | | |
| 3. Nature of conveyance: | | Street Address: | |
| <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other | | 2381 Executive Center Drive Boca Raton, Florida 33431 | |
| Execution Date: December 21, 2000; December 21, 2000; December 20, 2000, January 3, 2001, January 3, 2001, December 20, 2000, December 20, 2000 | | Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | |
| 4. Application number(s) or patent number(s): | | | |
| If this document is being filed together with a new application, the filing date of the application is _____ | | | |
| A. Patent Application No.(s) | | B. Patent No.(s) | |
| 29/130,431 | | | |
| Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | | | |
| 5. Name and address of party to whom correspondence Concerning document should be mailed: | | 6. Total number of applications and patents involved: <u>1</u> | |
| Jonathan S. Caplan, Esq. Kramer Levin Naftalis & Frankel LLP 919 Third Avenue New York, New York 10022 | | 7. Total fee (37CFR 3.41). <u>\$40.00</u> | |
| | | <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account | |
| | | 8. Deposit account number <u>50-0540</u> | |
| | | (attached duplicate copy of this page if paying by deposit account) | |

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

Caleb Pollack, Esq. February 26, 2001
Name of Person Signing Signature Date

Total number of pages including cover sheet attachments and documents: 16

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CERTIFICATE OF MAILING

I hereby certify that this correspondence is being deposited with the United States Postal Service in an envelope addressed to: Assistant Commissioner for Patents, Washington, D.C. 20231 on:

Date: February 26, 2001

Signature: Caleb Pollack, Esq.

KL3:2086855.1

ASSIGNMENT

WHEREAS We, **Noah E. A. Dingler**, residing at 6913 Vincient Avenue, S. Richfield MN 55423, **Josh Chang**, residing at 5796 Beauchamp Pl. Dr., W. Bloomfield, MI 48322, **Saro Nalbandian**, residing at 843 N. Winchester #2-F, Chicago, IL 60622, **Levi Deaton**, residing at 354 Dickens #2, Chicago, IL 60614, **Evan T. Ward**, residing at 2708 N. Whipple #1, Chicago, IL 60641, **Todd A. Zeilinger**, residing at 3456 N. Bosworth Avenue #1, Chicago, IL 60657-1304 and **James G. Montagnino**, residing at 2503 Dunham Woods Court, St. Charles, Illinois 60174 all citizens of the United States of America (hereinafter referred to as the "ASSIGNORS"), have invented certain new and useful improvements in a **BLOOD PRESSURE MONITOR** for which we have executed an application for Letters Patent of the United States filed **October 2, 2000** as Application Number **29/130,431**, and **SUNBEAM PRODUCTS, INC.**, having an office and principal place of business at 2381 Executive Center Drive, Boca Raton, Florida, 33431 (hereinafter referred to as the "ASSIGNEE"), is desirous of obtaining the entire right, title and interest in, to and under the improvements and the application;

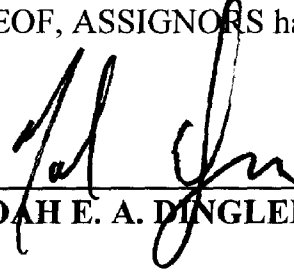
NOW, THEREFORE, for good and valuable consideration paid by ASSIGNEE to ASSIGNORS, the receipt of which is hereby acknowledged, ASSIGNORS has sold, assigned, transferred and set over, and by these presents does hereby sell, assign, transfer and set over, unto ASSIGNEE, its successors, legal representatives and assigns, the entire right, title and interest in, to and under the improvements, and the application and all divisions, renewals, substitutes and continuations thereof, and all Letters Patent of the United States that may be granted thereon and all reissues and extensions thereof, and all applications for Letters Patent and any legal equivalent thereof, including the right to claim priority, that have been or may hereafter be filed for the improvements in any country or countries foreign to the United States, and all Letters Patent and any legal equivalent thereof that may be granted for the improvements in any country or countries foreign to the United States and all extensions, renewals and reissues thereof, the same to be held and enjoyed by ASSIGNEE for its own use and benefit and for the use and benefit of its successors, assigns or other legal representatives fully and entirely as if the same would have been held and enjoyed by ASSIGNORS if this Assignment had not been made, to the end of the term or terms for which any Letters Patent and any legal equivalent thereof may be granted;

AND ASSIGNORS HEREBY authorize and request the Commissioner of Patents and Trademarks of the United States, and any Official of any country or countries foreign to the United States whose duty it is to issue patents on applications as aforesaid, to record this Assignment, and to issue all Letters Patent for the improvements to ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument;

AND ASSIGNORS HEREBY represent and warrant that ASSIGNORS have the full right to convey the entire right, title and interest herein assigned, and that ASSIGNORS have not executed, and covenant that it will not execute, any agreement, assignment, sale or encumbrance in conflict herewith;

AND ASSIGNORS HEREBY further covenant and agree that ASSIGNORS will communicate to ASSIGNEE, its successors, legal representatives and assigns, any facts known to ASSIGNORS respecting the improvements, and will testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing and reissue applications, make all rightful oaths and generally do everything possible to aid ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper patent protection for the improvements in all countries.


IN TESTIMONY WHEREOF, ASSIGNORS have set their hands and seals to this Assignment.




 NOAH E. A. DINGLER

STATE OF *Michigan*)
) ss.:
 COUNTY OF *Oakland*)

On this *21st* day of *December*, 2000, before me appeared Noah E. A. Dingler, to me personally known, who being by me duly sworn did say that he is the ASSIGNOR named in the foregoing instrument of Assignment and he signed this instrument of Assignment in my presence.

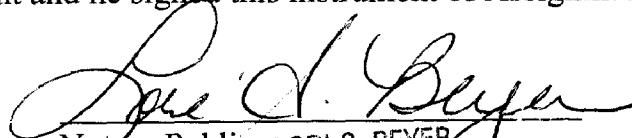

 Notary Public LORI S. BEYER
 NOTARY PUBLIC - OAKLAND COUNTY, MI
 MY COMMISSION EXP. 10/07/2001



 JOSH CHANG

STATE OF *Michigan*)
) ss.:
 COUNTY OF *Oakland*)

On this *21st* day of *December*, 2000, before me appeared Josh Chang, to me personally known, who being by me duly sworn did say that he is the ASSIGNOR named in the foregoing instrument of Assignment and he signed this instrument of Assignment in my presence.


 Notary Public LORI S. BEYER
 NOTARY PUBLIC - OAKLAND COUNTY, MI
 MY COMMISSION EXP. 10/07/2001

SARO NALBANDIAN

STATE OF)

) ss.:

COUNTY OF)

On this _____ day of _____, 2000, before me appeared Saro Nalbandian, to me personally known, who being by me duly sworn did say that he is the ASSIGNOR named in the foregoing instrument of Assignment and he signed this instrument of Assignment in my presence.

Notary Public

LEVI DEATON

STATE OF)

) ss.:

COUNTY OF)

On this _____ day of _____, 2000, before me appeared Levi Deaton, to me personally known, who being by me duly sworn did say that he is the ASSIGNOR named in the foregoing instrument of Assignment and he signed this instrument of Assignment in my presence.

Notary Public

EVAN T. WARD

STATE OF)
) ss.:
COUNTY OF)

On this _____ day of _____, 2000, before me appeared Evan T. Ward, to me personally known, who being by me duly sworn did say that he is the ASSIGNOR named in the foregoing instrument of Assignment and he signed this instrument of Assignment in my presence.

Notary Public

TODD A. ZEILINGER

STATE OF)
) ss.:
COUNTY OF)

On this _____ day of _____, 2000, before me appeared Todd A. Zeilinger, to me personally known, who being by me duly sworn did say that he is the ASSIGNOR named in the foregoing instrument of Assignment and he signed this instrument of Assignment in my presence.

Notary Public

JAMES G. MONTAGNINO

STATE OF)
) ss.:
COUNTY OF)

On this _____ day of _____, 2000, before me appeared James
G. Montagnino, to me personally known, who being by me duly sworn did say that he is the
ASSIGNOR named in the foregoing instrument of Assignment and he signed this instrument of
Assignment in my presence.

Notary Public

ASSIGNMENT

WHEREAS We, **Noah E. A. Dingler**, residing at 6913 Vincient Avenue, S. Richfield MN 55423, **Josh Chang**, residing at 5796 Beauchamp Pl. Dr., W. Bloomfield, MI 48322, **Saro Nalbandian**, residing at 843 N. Winchester #2-F, Chicago, IL 60622, **Levi Deaton**, residing at 354 Dickens #2, Chicago, IL 60614, **Evan T. Ward**, residing at 2708 N. Whipple #1, Chicago, IL 60641, **Todd A. Zeilinger**, residing at 3456 N. Bosworth Avenue #1, Chicago, IL 60657-1304 and **James G. Montagnino**, residing at 2503 Dunham Woods Court, St. Charles, Illinois 60174 all citizens of the United States of America (hereinafter referred to as the "ASSIGNORS"), have invented certain new and useful improvements in a **BLOOD PRESSURE MONITOR** for which we have executed an application for Letters Patent of the United States filed **October 2, 2000** as Application Number **29/130,431**, and **SUNBEAM PRODUCTS, INC.**, having an office and principal place of business at 2381 Executive Center Drive, Boca Raton, Florida, 33431 (hereinafter referred to as the "ASSIGNEE"), is desirous of obtaining the entire right, title and interest in, to and under the improvements and the application;

NOW, THEREFORE, for good and valuable consideration paid by ASSIGNEE to ASSIGNORS, the receipt of which is hereby acknowledged, ASSIGNORS has sold, assigned, transferred and set over, and by these presents does hereby sell, assign, transfer and set over, unto ASSIGNEE, its successors, legal representatives and assigns, the entire right, title and interest in, to and under the improvements, and the application and all divisions, renewals, substitutes and continuations thereof, and all Letters Patent of the United States that may be granted thereon and all reissues and extensions thereof, and all applications for Letters Patent and any legal equivalent thereof, including the right to claim priority, that have been or may hereafter be filed for the improvements in any country or countries foreign to the United States, and all Letters Patent and any legal equivalent thereof that may be granted for the improvements in any country or countries foreign to the United States and all extensions, renewals and reissues thereof, the same to be held and enjoyed by ASSIGNEE for its own use and benefit and for the use and benefit of its successors, assigns or other legal representatives fully and entirely as if the same would have been held and enjoyed by ASSIGNORS if this Assignment had not been made, to the end of the term or terms for which any Letters Patent and any legal equivalent thereof may be granted;

AND ASSIGNORS HEREBY authorize and request the Commissioner of Patents and Trademarks of the United States, and any Official of any country or countries foreign to the United States whose duty it is to issue patents on applications as aforesaid, to record this Assignment, and to issue all Letters Patent for the improvements to ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument;

AND ASSIGNORS HEREBY represent and warrant that ASSIGNORS have the full right to convey the entire right, title and interest herein assigned, and that ASSIGNORS have not executed, and covenant that it will not execute, any agreement, assignment, sale or encumbrance in conflict herewith;

AND ASSIGNORS HEREBY further covenant and agree that ASSIGNORS will communicate to ASSIGNEE, its successors, legal representatives and assigns, any facts known to ASSIGNORS respecting the improvements, and will testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing and reissue applications, make all rightful oaths and generally do everything possible to aid ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper patent protection for the improvements in all countries.

IN TESTIMONY WHEREOF, ASSIGNORS have set their hands and seals to this Assignment.

NOAH E. A. DINGLER

STATE OF)
) ss.:
COUNTY OF)

On this _____ day of _____, 2000, before me appeared Noah E. A. Dingler, to me personally known, who being by me duly sworn did say that he is the ASSIGNOR named in the foregoing instrument of Assignment and he signed this instrument of Assignment in my presence.

Notary Public

JOSH CHANG

STATE OF)
) ss.:
COUNTY OF)

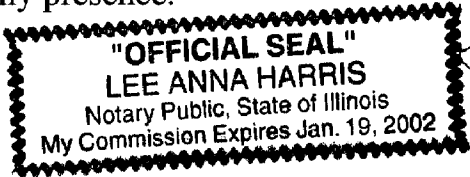
On this _____ day of _____, 2000, before me appeared Josh Chang, to me personally known, who being by me duly sworn did say that he is the ASSIGNOR named in the foregoing instrument of Assignment and he signed this instrument of Assignment in my presence.

Notary Public

Saro Nalbandian
SARO NALBANDIAN

STATE OF Illinois)
) ss.:
COUNTY OF Cook)

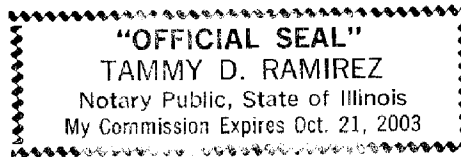
On this 20th day of Dec., 2000, before me appeared Saro Nalbandian, to me personally known, who being by me duly sworn did say that he is the ASSIGNOR named in the foregoing instrument of Assignment and he signed this instrument of Assignment in my presence.



Lee Anna Harris
Notary Public

Levi Deaton
LEVI DEATON

STATE OF Illinois)
) ss.:
COUNTY OF Cook)



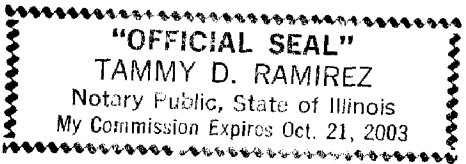
On this 3rd day of January, 2000, before me appeared Levi Deaton, to me personally known, who being by me duly sworn did say that he is the ASSIGNOR named in the foregoing instrument of Assignment and he signed this instrument of Assignment in my presence.

Tammy D. Ramirez
Notary Public

Evan T. Ward
EVAN T. WARD

STATE OF Illinois
COUNTY OF COOK

)
) ss.:
)



On this 3rd day of January, 2000, before me appeared Evan T. Ward, to me personally known, who being by me duly sworn did say that he is the ASSIGNOR named in the foregoing instrument of Assignment and he signed this instrument of Assignment in my presence.

Tammy D. Ramirez
Notary Public

Todd A. Zeilinger
TODD A. ZEILINGER

STATE OF Illinois
COUNTY OF COOK

)
) ss.:
)

On this 20th day of DEC, 2000, before me appeared Todd A. Zeilinger, to me personally known, who being by me duly sworn did say that he is the ASSIGNOR named in the foregoing instrument of Assignment and he signed this instrument of Assignment in my presence.

Lee Anna Harris
Notary Public
"OFFICIAL SEAL"
LEE ANNA HARRIS
Notary Public, State of Illinois
My Commission Expires Jan. 19, 2002

ASSIGNMENT

WHEREAS We, **Noah E. A. Dingler**, residing at 6913 Vincient Avenue, S. Richfield MN 55423, **Josh Chang**, residing at 5796 Beauchamp Pl. Dr., W. Bloomfield, MI 48322, **Saro Nalbandian**, residing at 843 N. Winchester #2-F, Chicago, IL 60622, **Levi Deaton**, residing at 354 Dickens #2, Chicago, IL 60614, **Evan T. Ward**, residing at 2708 N. Whipple #1, Chicago, IL 60641, **Todd A. Zeilinger**, residing at 3456 N. Bosworth Avenue #1, Chicago, IL 60657-1304 and **James G. Montagnino**, residing at 2503 Dunham Woods Court, St. Charles, Illinois 60174 all citizens of the United States of America (hereinafter referred to as the "ASSIGNORS"), have invented certain new and useful improvements in a **BLOOD PRESSURE MONITOR** for which we have executed an application for Letters Patent of the United States filed **October 2, 2000** as Application Number **29/130,431**, and **SUNBEAM PRODUCTS, INC.**, having an office and principal place of business at 2381 Executive Center Drive, Boca Raton, Florida, 33431 (hereinafter referred to as the "ASSIGNEE"), is desirous of obtaining the entire right, title and interest in, to and under the improvements and the application;

NOW, THEREFORE, for good and valuable consideration paid by ASSIGNEE to ASSIGNORS, the receipt of which is hereby acknowledged, ASSIGNORS has sold, assigned, transferred and set over, and by these presents does hereby sell, assign, transfer and set over, unto ASSIGNEE, its successors, legal representatives and assigns, the entire right, title and interest in, to and under the improvements, and the application and all divisions, renewals, substitutes and continuations thereof, and all Letters Patent of the United States that may be granted thereon and all reissues and extensions thereof, and all applications for Letters Patent and any legal equivalent thereof, including the right to claim priority, that have been or may hereafter be filed for the improvements in any country or countries foreign to the United States, and all Letters Patent and any legal equivalent thereof that may be granted for the improvements in any country or countries foreign to the United States and all extensions, renewals and reissues thereof, the same to be held and enjoyed by ASSIGNEE for its own use and benefit and for the use and benefit of its successors, assigns or other legal representatives fully and entirely as if the same would have been held and enjoyed by ASSIGNORS if this Assignment had not been made, to the end of the term or terms for which any Letters Patent and any legal equivalent thereof may be granted;

AND ASSIGNORS HEREBY authorize and request the Commissioner of Patents and Trademarks of the United States, and any Official of any country or countries foreign to the United States whose duty it is to issue patents on applications as aforesaid, to record this Assignment, and to issue all Letters Patent for the improvements to ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument;

AND ASSIGNORS HEREBY represent and warrant that ASSIGNORS have the full right to convey the entire right, title and interest herein assigned, and that ASSIGNORS have not executed, and covenant that it will not execute, any agreement, assignment, sale or encumbrance in conflict herewith;

AND ASSIGNORS HEREBY further covenant and agree that ASSIGNORS will communicate to ASSIGNEE, its successors, legal representatives and assigns, any facts known to ASSIGNORS respecting the improvements, and will testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing and reissue applications, make all rightful oaths and generally do everything possible to aid ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper patent protection for the improvements in all countries.

IN TESTIMONY WHEREOF, ASSIGNORS have set their hands and seals to this Assignment.

NOAH E. A. DINGLER

STATE OF)
) ss.:
COUNTY OF)

On this _____ day of _____, 2000, before me appeared Noah E. A. Dingler, to me personally known, who being by me duly sworn did say that he is the ASSIGNOR named in the foregoing instrument of Assignment and he signed this instrument of Assignment in my presence.

Notary Public

JOSH CHANG

STATE OF)
) ss.:
COUNTY OF)

On this _____ day of _____, 2000, before me appeared Josh Chang, to me personally known, who being by me duly sworn did say that he is the ASSIGNOR named in the foregoing instrument of Assignment and he signed this instrument of Assignment in my presence.

Notary Public

SARO NALBANDIAN

STATE OF)

) ss.:

COUNTY OF)

On this _____ day of _____, 2000, before me appeared Saro Nalbandian, to me personally known, who being by me duly sworn did say that he is the ASSIGNOR named in the foregoing instrument of Assignment and he signed this instrument of Assignment in my presence.

Notary Public

LEVI DEATON

STATE OF)

) ss.:

COUNTY OF)

On this _____ day of _____, 2000, before me appeared Levi Deaton, to me personally known, who being by me duly sworn did say that he is the ASSIGNOR named in the foregoing instrument of Assignment and he signed this instrument of Assignment in my presence.

Notary Public

EVAN T. WARD

STATE OF)

) ss.:

COUNTY OF)

On this _____ day of _____, 2000, before me appeared Evan T. Ward, to me personally known, who being by me duly sworn did say that he is the ASSIGNOR named in the foregoing instrument of Assignment and he signed this instrument of Assignment in my presence.

Notary Public

TODD A. ZEILINGER

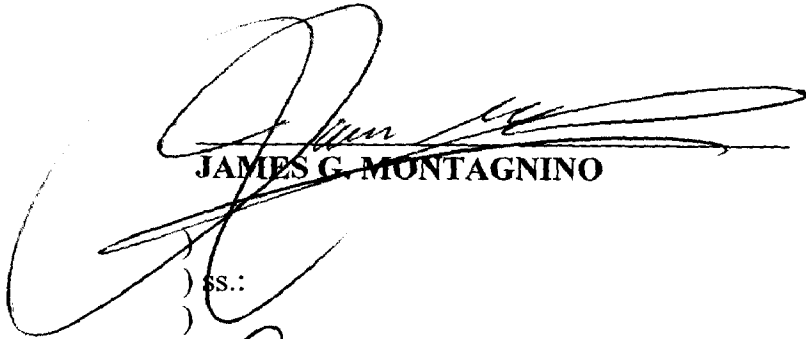
STATE OF)

) ss.:

COUNTY OF)

On this _____ day of _____, 2000, before me appeared Todd A. Zeilinger, to me personally known, who being by me duly sworn did say that he is the ASSIGNOR named in the foregoing instrument of Assignment and he signed this instrument of Assignment in my presence.

Notary Public

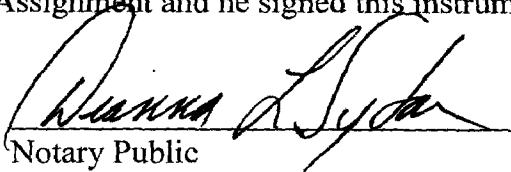

JAMES G. MONTAGNINO

STATE OF

COUNTY OF

) ss.:
)

On this 20 day of December, 2000, before me appeared James G. Montagnino, to me personally known, who being by me duly sworn did say that he is the ASSIGNOR named in the foregoing instrument of Assignment and he signed this instrument of Assignment in my presence.


Notary Public

OFFICIAL SEAL
DIANNA L SYTA
NOTARY PUBLIC STATE OF CALIFORNIA
MY COMMISSION EXPIRES 02/28/2002