CMB NO. 0651-0011 (4/94)

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03-09-2001

U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

UNEY DOCKET NO.: <u>55040/23433</u>

|  | 88170   8187 <b>2</b> 7771 |  |
|--|----------------------------|--|

| To the Honorable Commissioner of Patents and Automatical Solids   | 30954 acception or ginal 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<br>Deaton, Evan T. Ward, Todd A. Zeilinger and James G.<br>Montagnino   | Sunbeam Products, Inc.  |  |  |  |
| Additional name(s) of conveying party(ies) attached? Yes \(\subseteq\) No \(\subseteq\)   |   |  |  |  |
| 3. Nature of conveyance:  |   |  |  |  |
|   | Street Address:   |  |  |  |
| Security Agreement Change of Name   | 2381 Executive Center Drive   |  |  |  |
| Other   | 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?   Yes   No               |  |  |  |
| 4. Application number(s) or patent number(s):   |   |  |  |  |
| If this document is being filed together with a new applicatio  | n, the filing date of the application is                            |  |  |  |
| A. Patent Application No.(s)  | B. Patent No.(s)  |  |  |  |
| 29/130,431  |   |  |  |  |
| Additional number   | ers attached?  Yes  No  |  |  |  |
| 5. Name and access of party to whom correspondence  | 6. Total number of applications and patents involved: 1             |  |  |  |
| Concerning document should be mailed:   | 7. Total fee (37CFR 3.41). \$40.00                                  |  |  |  |
| Jonathan S. Caplan, Esq. Kramer Levin Naftalis & Frankel LLP 919 Third Avenue   |   |  |  |  |
| New York, New York 10022  | Authorized to be charged to deposit account                         |  |  |  |
| •   | 8. Deposit account number 50-0540                                   |  |  |  |
|   | (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. Name of Person Signing  Total number of pages including cover sheet attachments and documents: 16   |   |  |  |  |
| 03/08/2001 GTON1 00000139 29130431 CERTIFICAT   | TE OF MAILING g deposited with the United States Postal Service in  |  |  |  |
| 01 FC:581 an envelope addressed to: Assistant Commissio  Date: february 26, 2001  | oner for Patents, Washington, D.C. 20231 on:                        |  |  |  |
| KL3:2086855.1 Signature Caleb Pollack, Esq.   | 6855.1 Signature Caleb Pollack, Est.                                |  |  |  |

**PATENT** 

REEL: 011556 FRAME: 0016

## **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;

KL3:2073440.1

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.

| Assignment.               | IN TESTIMONY WHEREOF, ASSIGNORS have set their hands and seals to this NOAH E. A. DINGLER  |
|---------------------------|--|
| STATE OF                  | NOAH E. A. MINGLER  Nichigar)  Social ()   |
| COUNTY O                  | Oakland)   |
| E. A. Dingler<br>ASSIGNOR | On this 3/st day of  |
|                           | JOSH CHANG   |
| STATE OF                  | nechegar)  |
| COUNTY O                  | nichegar)  Flahlard; ss.:  |
| Chang, to me              | On this <u>3/st</u> day of <u>Seconder</u> 2000, before me appeared Josh personally known, who being by me duly sworn did say that he is the ASSIGNOR foregoing instrument of Assignment and he signed this instrument of Assignment |
| in my presen              |  |

KL3:2073440.1

| ALBANDIAN   |
|---|
|   |
|   |
| , 2000, before me appearedSaro g by me duly sworn did say that he is the of Assignment and he signed this instrument of |
| Notary Public   |
|   |
|   |
|   |
|   |
|   |
| EATON   |
|   |
|   |
| , 2000, before me appeared Levi   |
| me duly sworn did say that he is the ASSIGNOR and he signed this instrument of Assignment                               |
|   |
|   |

|   | EVAN T. V                                       | VARD  |
|---|---|---|
| STATE OF  | )   |   |
| COUNTY OF   | ) ss.:<br>)                                     |   |
| On this T. Ward, to me personally known ASSIGNOR named in the foregon Assignment in my presence.    | day of<br>, who being by n<br>ing instrument of | , 2000, before me appearedEvan ne duly sworn did say that he is the Assignment and he signed this instrument of           |
|   |   | Notary Public   |
|   |   |   |
|   |   |   |
|   |   |   |
|   |   |   |
|   | TODD A. Z                                       | ZEILINGER   |
| STATE OF  | )   |   |
| COUNTY OF   | ) ss.:<br>)                                     |   |
| On thisA. Zeilinger, to me personally know ASSIGNOR named in the foregon Assignment in my presence. | day of<br>own, who being t<br>ing instrument of | , 2000, before me appeared Todd<br>by me duly sworn did say that he is the<br>Assignment and he signed this instrument of |
|   |   | Notary Public   |

| STATE OF | 7  | )                      |   |
|----------|--|------------------------|---|
| COUNTY   |  | ) ss.:<br>)            |   |
| _        | nino, to me perso  | nally known, who being | , 2000, before me appeared James ng by me duly sworn did say that he is the |
|          | R named in the forting to the forting to the contract of the c |                        | Assignment and he signed this instrument of                                 |
|          |  |                        | Notary Public   |

JAMES G. MONTAGNINO

KL3:2073440.1

## 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;

KL3:2073440.1

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                                   |  | )                |  |
| COUNTY OF                                  |  | ) ss.:<br>)      |  |
|  | to me personally lamed in the forego   | known, who bei   | , 2000, before me appeared Noah ng by me duly sworn did say that he is the of Assignment and he signed this instrument of    |
|  |  |                  | Notary Public  |
|  |  |                  |  |
|  |  |                  |  |
|  |  |                  |  |
|  |  | JOSH CI          | HANG   |
| STATE OF                                   |  | )                |  |
| COUNTY OF                                  |  | ) ss.:<br>)      |  |
| Chang, to me pnamed in the fin my presence | personally known,<br>oregoing instrume | , who being by r | , 2000, before me appeared Josh me duly sworn did say that he is the ASSIGNOR nt and he signed this instrument of Assignment |
|  |  |                  | Notary Public  |
|  |  |                  | Trouty I world   |

KL3:2073440.1

STATE OF IlINOFS ) ss.: COUNTY OF COOK On this 20 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. "OFFICIAL SEAL" LEE ANNA HARRIS Notary Public, State of Illinois My Commission Expires Jan. 19, 2002

LEVI DEATON

STATE OF THINOS

COUNTY OF COOK

"OFFICIAL SEAL"

Notary Public, State of Illinois
My Commission Expires Oct. 21, 2003

On this day of 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

) ss.:

in my presence.

KL3:2073440.1

| the Wast   |
|--|
| EVAN T. WARD   |
| *****************  |
| STATE OF ILLOOIS ) * "OFFICIAL SEAL" TAMMY D. RAMIREZ  |
|  |
| ) SS.: Notary Public, State of Illinois My Commission Expires Oct. 21, 2003  |
| COUNTY OF COOK  My Commission Expires Oct. 21, 2003  |
| $-\infty$  |
| On this day of   |
| 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.   |
| Assignment in my presence.   |
| Jammy James  |
|  |
| Notary Public  |
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|  |
| Todd D. Gulle  |
| TODD A. ZEILINGER  |
| ) ()   |
| STATE OF III, NOIS   |
| ) ss.:   |
| COUNTY OF COOK )   |
| COUNTY OF COOK   |
| 20# 20# 10 D   |
| On this $20\%$ 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.   |
|  |
| minimum de la seguina de la se |
| "OFFICIAL SEAL"  |
| LEE ANNA HARRIS Notary Public  |
| Notary Public, State of Illinois  My Commission Expires Jan. 19, 2002  |
| Secretaria de la companya della companya della companya de la companya della comp |
|  |

| JAMES G. M           | IONTAGNINO  |
|----------------------|---|
| )                    |   |
| ) ss.:               |   |
| )                    |   |
|                      | , 2000, before me appeared James  |
|                      | s by me duly sworn did say that he is the Assignment and he signed this instrument of |
| egoing manument of F | issignment and he signed and instrument of  |
|                      |   |
|                      | Notary Public   |
|                      | ) ) ss.: ) day of ally known, who being   |

## 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;

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KL3;2073440,1

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. D   | INGLER   |
|---------------------|--|--|
| STATE OF            | )  |  |
| COUNTY OF           | ) ss.:<br>)  |  |
| E. A. Dingler, to m | ne personally known, who being by d in the foregoing instrument of Ass | , 2000, before me appeared Noah me duly sworn did say that he is the signment and he signed this instrument of         |
|                     | $\overline{N}$   | otary Public   |
|                     |  |  |
|                     |  |  |
|                     |  |  |
|                     | JOSH CHANG   |  |
| STATE OF            | )  |  |
| COUNTY OF           | ) ss.:<br>)  |  |
| Chang, to me perso  | onally known, who being by me du                                       | , 2000, before me appeared Josh<br>ly sworn did say that he is the ASSIGNOR<br>he signed this instrument of Assignment |
|                     | 7  | Notary Public  |

KL3:2073440.1

|  |                   | SARO N                              | ALBANDIA    | .N  |  |
|--|-------------------|-------------------------------------|-------------|---|--|
| STATE OF                                       |                   | )<br>) ss.:                         |             | ·   |  |
| COUNTY OF                                      | ?                 | )                                   |             |   |  |
| ASSIGNOR 1                                     |                   |                                     |             | , 2000, before me appearedSaro sworn did say that he is the ent and he signed this instrument of            |  |
|  |                   |                                     | Notary I    | Public  |  |
|  |                   |                                     |             |   |  |
|  |                   |                                     |             |   |  |
|  |                   |                                     |             |   |  |
|  |                   |                                     |             |   |  |
|  |                   | LEVI DI                             | EATON       |   |  |
| STATE OF                                       |                   | )<br>) ss.:                         |             |   |  |
| COUNTY OF                                      | 7                 | )                                   |             |   |  |
|  | On this           | day of                              |             | , 2000, before me appeared Levi   |  |
| Deaton, to me<br>named in the<br>in my presend | foregoing instrun | n, who being by<br>nent of Assignme | me duly swo | , 2000, before me appeared Levi<br>orn did say that he is the ASSIGNOR<br>ned this instrument of Assignment |  |
|  |                   |                                     | <del></del> | 2.11  |  |
|  |                   |                                     | Notary I    | Public  |  |

|   | EVAN T. W               | ARD  |
|---|-------------------------|--|
| STATE OF  | )                       |  |
| COUNTY OF   | ) ss.:<br>)             |  |
| On this  I. Ward, to me personally ASSIGNOR named in the Assignment in my presenc | foregoing instrument of | , 2000, before me appearedEvan e duly sworn did say that he is the Assignment and he signed this instrument of           |
|   |                         | Notary Public  |
|   |                         |  |
|   |                         |  |
|   |                         |  |
|   | TODD A. Z               | EILINGER   |
| STATE OF  | )                       |  |
| COUNTY OF   | ) ss.:<br>)             |  |
|   | foregoing instrument of | , 2000, before me appeared Todd<br>y me duly sworn did say that he is the<br>Assignment and he signed this instrument of |
|   |                         | Notary Public  |

| Jan 19   |
|--|
| JAMES G. MONTAGNINO  |
| STATE OF   |
| COUNTY OF COUNTY OF  |
| On this day of Lecember, 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  |
| NOTARY PURISCENTA:   |
| MY COMMISSION STATE OF THE PROPERTY OF THE PRO |

**RECORDED: 02/28/2001**