

07-18-2001



101780606

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

1. Name(s) of conveying party(ies)

Michael Morton, Allan Cameron,  
Ann Sullivan, Augusto A. Picozza,  
Cyan Godfrey, David Malina

7-901

2. Name and address of receiving party(ies)

Sunbeam Products, Inc.

JUL - 9 2001

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

3. Nature of conveyance:

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

Street Address:

2381 Executive Center Drive  
Boca Raton, Florida 33431

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

Execution Date: June 25, July 3, July 3, June 25, June 26,  
and July 3, 2001 respectively for each of the above.

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)

29/139,563

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Jonathan S. Caplan, Esq.  
Kramer Levin Naftalis & Frankel LLP  
919 Third Avenue  
New York, New York 10022

6. Total number of applications and patents involved: 1

7. Total fee (37CFR 3.41). \$40.00

- ☒ Enclosed  
☐ 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

Jonathan S. Caplan, Reg. No. 38,094  
Name of Person Signing

Signature

July 5, 2001  
Date

Total number of pages including cover sheet attachments and documents: 5

07/17/2001 DBYRME 00000209 29139563

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40.00

CERTIFICATE OF MAILING

I hereby certify that this correspondence is being deposited with the  
United States Postal Service as first class mail in an envelope  
addressed to Assistant Commissioner for Patents, Washington, D.C.  
20231 on: July 5, 2001

Signature:

Jonathan S. Caplan, Reg. No. 38,094

# **ASSIGNMENT**

WHEREAS we, **Michael Morton**, residing at 898 SW 12th Ave., Boca Raton, FL 33486, **Allan Cameron**, residing at 1 Edson Road, South Natick, Ma., 01760, **Anng Sullivan**, residing at 129 Lake Street, Waltham, MA 02451, **Augusto A. Picozza**, residing at 11730 Island Lakes Lane, Boca Raton, FL 33498, all citizens of the United States of America, and **Cyan Godfrey**, residing at 51 Kim Yam Road, Singapore, 239354, Citizen of the United Kingdom, and **David Malina**, residing at 11 Worcester St #3, Boston, MA 02118 Citizen of Switzerland (hereinafter referred to as the "ASSIGNORS"), have invented improvements for a new and ornamental **Design** for a **BLENDER** for which we have executed an application for Letters Patent of the United States, filed on **April 2, 2001** and assigned serial number **29/139,563**, and whereas **SUNBEAM PRODUCTS, INC.**, a corporation 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 have sold, assigned, transferred and set over, and by these presents do 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 covenant that ASSIGNORS have the full right to convey the entire interest herein assigned, and that ASSIGNORS have not executed, and 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.

\_\_\_\_\_  
**MICHAEL MORTON**

STATE OF                                 )  
  ) ss.:  
COUNTY OF                            )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2001, before me appeared **MICHAEL MORTON**, to me personally known, who being by me duly sworn did say that he is an ASSIGNOR named in the foregoing instrument of Assignment and he signed this instrument of Assignment in my presence.

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

  
ALLAN CAMERON

STATE OF Massachusetts )  
 ) ss.:  
COUNTY OF Suffolk )

On this 3 day of July, 2001, before me appeared  
ALLAN CAMERON, to me personally known, who being by me duly sworn did say that he is  
an ASSIGNOR named in the foregoing instrument of Assignment and he signed this instrument  
of Assignment in my presence.

  
Notary Public

ASHOT E. IONESYAN  
NOTARY PUBLIC  
MY COMMISSION EXPIRES  
MARCH 24, 2006

  
ANNE SULLIVAN

STATE OF Massachusetts )  
 ) ss.:  
COUNTY OF Suffolk )

<sup>as 7-3-01</sup> On this 3 day of JULY, 2001, before me appeared  
ANNE SULLIVAN, to me personally known, who being by me duly sworn did say that he is an  
ASSIGNOR named in the foregoing instrument of Assignment and he signed this instrument of  
Assignment in my presence.

  
Notary Public

ASHOT E. IONESYAN  
NOTARY PUBLIC  
MY COMMISSION EXPIRES  
MARCH 24, 2006

\_\_\_\_\_  
**AUGUSTO A. PICOZZA**

STATE OF                                 )  
  ) ss.:  
COUNTY OF                             )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2001, before me appeared **AUGUSTO A. PICOZZA**, to me personally known, who being by me duly sworn did say that he is an ASSIGNOR named in the foregoing instrument of Assignment and he signed this instrument of Assignment in my presence.

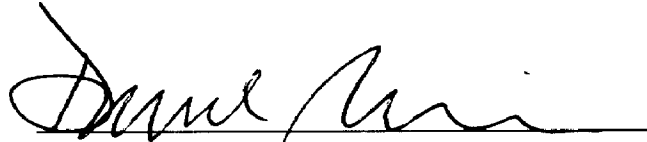
\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
**CYAN GODFREY**

STATE OF                                 )  
  ) ss.:  
COUNTY OF                             )


On this \_\_\_\_\_ day of \_\_\_\_\_, 2001, before me appeared **CYAN GODFREY**, to me personally known, who being by me duly sworn did say that he is an ASSIGNOR named in the foregoing instrument of Assignment and he signed this instrument of Assignment in my presence.

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

  
DAVID MALINA

STATE OF Massachusetts)  
COUNTY OF Suffolk) ss.:  
(

On this 3RD day of July, 2001, before me appeared  
**DAVID MALINA**, to me personally known, who being by me duly sworn did say that he is an  
ASSIGNOR named in the foregoing instrument of Assignment and he signed this instrument of  
Assignment in my presence.

  
Notary Public

**ASHOT E. IONESYAN**  
NOTARY PUBLIC  
MY COMMISSION EXPIRES  
MARCH 24, 2006

## ASSIGNMENT

WHEREAS we, **Michael Morton**, residing at 898 SW 12th Ave., Boca Raton, FL 33486, **Allan Cameron**, residing at 1 Edson Road, South Natick, Ma., 01760, **Anne Sullivan**, residing at 129 Lake Street, Waltham, MA 02451, **Augusto A. Picozza**, residing at 11730 Island Lakes Lane, Boca Raton, FL 33498, all citizens of the United States of America, and **Cyan Godfrey**, residing at 51 Kim Yam Road, Singapore, 239354, Citizen of the United Kingdom, and **David Malina**, residing at 11 Worcester St #3, Boston, MA 02118 Citizen of Switzerland (hereinafter referred to as the "ASSIGNORS"), have invented improvements for a new and ornamental **Design** for a **BLENDER** for which we have executed an application for Letters Patent of the United States, filed on **April 2, 2001** and assigned serial number **29/139,563**, and whereas **SUNBEAM PRODUCTS, INC.**, a corporation 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 have sold, assigned, transferred and set over, and by these presents do 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 covenant that ASSIGNORS have the full right to convey the entire interest herein assigned, and that ASSIGNORS have not executed, and 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.

MICHAEL MORTON

STATE OF )  
 ) ss.:  
COUNTY OF )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2001, before me appeared **MICHAEL MORTON**, to me personally known, who being by me duly sworn did say that he is an ASSIGNOR named in the foregoing instrument of Assignment and he signed this instrument of Assignment in my presence.

**Notary Public**



\_\_\_\_\_  
**ALLAN CAMERON**

STATE OF                                 )  
  ) ss.:  
COUNTY OF                         )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2001, before me appeared **ALLAN CAMERON**, to me personally known, who being by me duly sworn did say that he is an ASSIGNOR named in the foregoing instrument of Assignment and he signed this instrument of Assignment in my presence.

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

\_\_\_\_\_  
**ANNE SULLIVAN**

STATE OF                                 )  
  ) ss.:  
COUNTY OF                         )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2001, before me appeared **ANNE SULLIVAN**, to me personally known, who being by me duly sworn did say that he is an ASSIGNOR named in the foregoing instrument of Assignment and he signed this instrument of Assignment in my presence.

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

AUGUSTO A. PICOZZA

STATE OF )  
 ) ss.:  
COUNTY OF )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2001, before me appeared **AUGUSTO A. PICOZZA**, to me personally known, who being by me duly sworn did say that he is an ASSIGNOR named in the foregoing instrument of Assignment and he signed this instrument of Assignment in my presence.

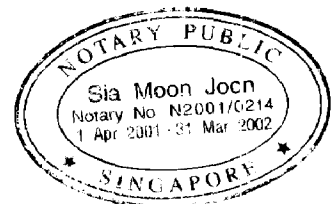
Notary Public

Cyan Godfrey  
**CYAN GODFREY**

STATE OF SINGAPORE )  
 ) ss.:  
COUNTY OF - )

On this 26<sup>th</sup> day of June, 2001, before me appeared **CYAN GODFREY**, to me personally known, who being by me duly sworn did say that <sup>he</sup> is an ASSIGNOR named in the foregoing instrument of Assignment and <sup>he</sup> signed this instrument of Assignment in my presence.

Notary Public



\_\_\_\_\_  
**DAVID MALINA**

STATE OF

)

) ss.:

COUNTY OF

)

On this \_\_\_\_\_ day of \_\_\_\_\_, 2001, before me appeared **DAVID MALINA**, to me personally known, who being by me duly sworn did say that he is an ASSIGNOR named in the foregoing instrument of Assignment and he signed this instrument of Assignment in my presence.

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

## ASSIGNMENT

WHEREAS we, **Michael Morton**, residing at 898 SW 12th Ave., Boca Raton, FL 33486, **Allan Cameron**, residing at 1 Edson Road, South Natick, Ma., 01760, **Anne Sullivan**, residing at 129 Lake Street, Waltham, MA 02451, **Augusto A. Picozza**, residing at 11730 Island Lakes Lane, Boca Raton, FL 33498, all citizens of the United States of America, and **Cyan Godfrey**, residing at 51 Kim Yam Road, Singapore, 239354, Citizen of the United Kingdom, and **David Malina**, residing at 11 Worcester St #3, Boston, MA 02118 Citizen of Switzerland (hereinafter referred to as the "ASSIGNORS"), have invented improvements for a new and ornamental **Design** for a **BLENDER** for which we have executed an application for Letters Patent of the United States, filed on **April 2, 2001** and assigned serial number **29/139,563**, and whereas **SUNBEAM PRODUCTS, INC.**, a corporation 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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AND ASSIGNORS HEREBY further covenant and agree that ASSIGNORS will communicate to ASSIGNEE, its successors, legal representatives and assigns, any facts known

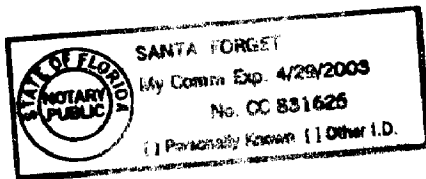
to ASSIGNORS respecting the improvements, and will testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing and reissue applications, make all rightful oaths and generally do everything possible to aid ASSIGNEE, its successors, legal representatives and assigns, to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

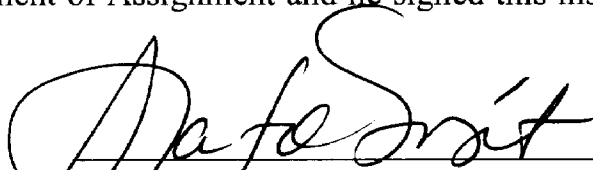
IN TESTIMONY WHEREOF, ASSIGNORS have set their hands and seals to this Assignment.

  
MICHAEL MORTON

STATE OF FLORIDA )  
COUNTY OF PAIM BEACH ) ss.:

On this 25<sup>th</sup> day of June, 2001, before me appeared **MICHAEL MORTON**, to me personally known, who being by me duly sworn did say that he is an ASSIGNOR named in the foregoing instrument of Assignment and he signed this instrument of Assignment in my presence.



  
Notary Public

\_\_\_\_\_  
**ALLAN CAMERON**

STATE OF                                 )  
  ) ss.:  
COUNTY OF                             )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2001, before me appeared **ALLAN CAMERON**, to me personally known, who being by me duly sworn did say that he is an ASSIGNOR named in the foregoing instrument of Assignment and he signed this instrument of Assignment in my presence.

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

\_\_\_\_\_  
**ANNE SULLIVAN**

STATE OF                                 )  
  ) ss.:  
COUNTY OF                             )

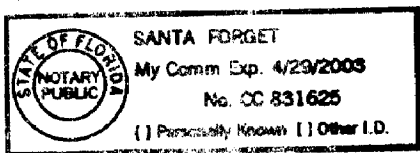
On this \_\_\_\_\_ day of \_\_\_\_\_, 2001, before me appeared **ANNE SULLIVAN**, to me personally known, who being by me duly sworn did say that he is an ASSIGNOR named in the foregoing instrument of Assignment and he signed this instrument of Assignment in my presence.

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

*Augusto A. Picozza*  
 AUGUSTO A. PICOZZA

STATE OF FLORIDA )  
 ) ss.:  
 COUNTY OF PAIM BEACH )

On this 25<sup>th</sup> day of June, 2001, before me appeared **AUGUSTO A. PICOZZA**, to me personally known, who being by me duly sworn did say that he is an ASSIGNOR named in the foregoing instrument of Assignment and he signed this instrument of Assignment in my presence.



*Santa Forget*  
 Notary Public

\_\_\_\_\_  
**CYAN GODFREY**

STATE OF )  
 ) ss.:  
 COUNTY OF )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2001, before me appeared **CYAN GODFREY**, to me personally known, who being by me duly sworn did say that he is an ASSIGNOR named in the foregoing instrument of Assignment and he signed this instrument of Assignment in my presence.

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

\_\_\_\_\_  
**DAVID MALINA**

STATE OF                                 )  
  ) ss.:  
COUNTY OF                         )

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