

08-28-2001

FORM PTO-1595

(REV. 6-93)

CMB NO. 0651-0011 (4/94)



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U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

ATTORNEY DOCKET NO.: 55180-23344

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

1. Name(s) of conveying party(ies) 1. Shane Adam BYLER 2. Levi DEATON 3. Todd A. ZELINGER 4. James A. MONTAGNINO Additional name(s) of conveying party(ies) attached? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	2. Name and address of receiving party(ies) Sunbeam Products, Inc.
3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other Request for corrected Notice of Recordation	Street Address: 2381 Executive Center Drive Boca Raton, Florida 33431 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 execution date of the application is _____ A. Patent Application No.(s) 29/130,419 B. Patent No.(s) Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
5. Name and access of party to whom correspondence Concerning document should be mailed: Chris Kolefas, Esq. Kramer Levin Naftalis & Frankel LLP 919 Third Avenue New York, New York 10022	6. Total number of applications and patents involved: <u>\$40.</u> 7. Total fee (37CFR 3.41). <u>\$40.00</u> <input type="checkbox"/> Enclosed <input checked="" 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)	

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9. Statement and signature <i>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</i> <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div data-bbox="100 1703 357 1759"> <u>Chris Kolefas</u> Name of Person Signing </div> <div data-bbox="506 1627 941 1764"> Signature </div> <div data-bbox="1049 1675 1318 1747"> <u>8.10.01</u> Date </div> </div>	
Total number of pages including cover sheet attachments and documents: <u>14</u>	

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I hereby certify that this correspondence is being deposited with the United States Postal Service with sufficient postage as First Class Mail in an envelope addressed to Assistant Commissioner for Patents, Washington, D.C. 20231 on: 8-10-01

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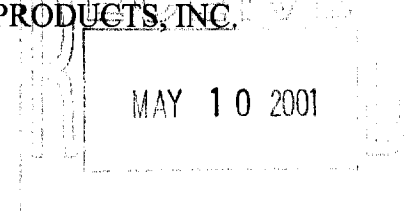
U.S. DEPARTMENT OF COMMERCE

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Patent and Trademark Office

ATTORNEY DOCKET NO.: 55040-23445

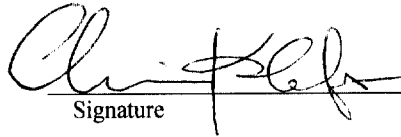
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name(s) of conveying party(ies) 1. Shane Adam BYLER 2. Levi DEATON 3. Todd A. ZEILINGER 4. James G. MONTAGNINO Additional name(s) of conveying party(ies) attached? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	2. Name and address of receiving party(ies) SUNBEAM PRODUCTS, INC. 
3. Nature of conveyance: <u>5-10-01</u> <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other Execution Date: May 2, 2001, January 3, 2001, and December 20, 2000 respectively as listed above.	Street Address: 2381 Executive Center Drive Boca Raton, Florida 33431 USA 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 execution date of the application is _____ A. Patent Application No.(s) 29/131,419, filed October 2, 2000 B. Patent No.(s) Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
5. Name and access of party to whom correspondence Concerning document should be mailed: Chris Kolefas, Esq. Kramer Levin Naftalis & Frankel LLP 919 Third Avenue New York, New York 10022	6. Total number of applications and patents involved: <u>\$40.</u> 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)

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9. Statement and signature <i>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</i> <div style="display: flex; justify-content: space-between;"> <div data-bbox="149 1768 394 1822"> <u>Chris Kolefas</u> Name of Person Signing </div> <div data-bbox="519 1701 917 1837">  Signature </div> <div data-bbox="1076 1764 1213 1816"> <u>May 8, 2001</u> Date </div> </div>		
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ASSIGNMENT

WHEREAS We, **Shane Adam Byler**, residing at 99 Cooper Lake Road, Mobleton, GA 30126, **Levi Deaton**, residing at 354 Dickens #2, Chicago, IL 60614 and **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 **29/130,419**, 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.


SHANE ADAM BYLERSTATE OF Georgia)) ss.: 316-70-4666COUNTY OF BARTON)

On this 2nd day of MAY, 2000, before me appeared Shane Adam Byler, 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 PublicNotary Public - Fulton County, Georgia
My Commission Expires Aug. 2001

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

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, **Shane Adam Byler**, residing at 99 Cooper Lake Road, Mobleton, GA 30126, **Levi Deaton**, residing at 354 Dickens #2, Chicago, IL 60614 and **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 **29/130,419**, 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

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

STATE OF)
) ss.:
COUNTY OF)

Notary Public

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

~~Notary Public~~

Todd A. Zeilinger
TODD A. ZEILINGER

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

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.



[Signature]
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, **Shane Adam Byler**, residing at 99 Cooper Lake Road, Mobleton, GA 30126, **Levi Deaton**, residing at 354 Dickens #2, Chicago, IL 60614 and **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 **29/130,419**, 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;

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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;

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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.

SHANE ADAM BYLER

STATE OF)
) ss.:
COUNTY OF)

On this _____ day of _____, 2000, before me appeared Shane Adam Byler, 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.

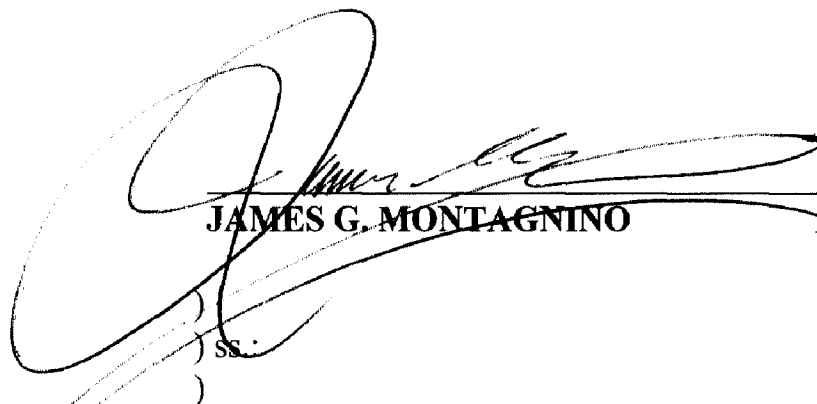
Notary Public

TODD A. ZEILINGER

STATE OF)
) ss.:
COUNTY OF)

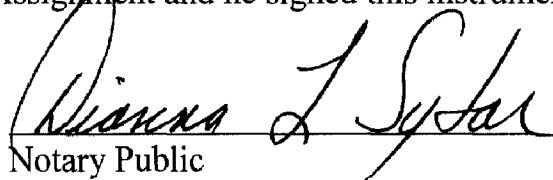
On this _____ day of _____, 2000, before me appeared Todd A. Zeilinger, to me personally known, who being by me duly sworn did say that he is the ASSIGNOR named in the foregoing instrument of Assignment and he signed this instrument of Assignment in my presence.

Notary Public


JAMES G. MONTAGNINO
) ss.:
)

STATE OF
COUNTY OF

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

