

NRD 8-5-02

08-08-2002  
102182895

Attorney Docket  
No.: 10499-219US

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

1. Name of conveying party(ies):

**Dane Starr  
Jeffery Thomas Mauch  
Michael M. Pierce**

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

**HAMILTON BEACH/PROCTOR-SILEX, INC.**  
4421 Waterfront Drive  
Glen Allen, Virginia 23060  
  
(a Delaware Corporation)

3. Nature of conveyance:

Assignment                     Merger  
 Security Agreement         Change of Name  
 Other:

Execution Date(s): **July 23, 2002 and July 25, 2002**

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

**10/164759**

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

A. Patent Application No.(s):

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](mailto:mbelisario@akingump.com)

6. Total number of applications and patents involved: [1]

7. Total fee (37 C.F.R. 3.41) Cal. 1 x \$40.00 = \$ **40.00**

Check enclosed  
 Authorized to be charged to deposit account

8. Deposit account number: **50-1017**  
(Billing No.: 210499.0219)

08/07/2002 LMUELLER 00000227 10164759

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40.00 OP

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.*

Martin G. Belisario  
Name of Person Signing  
Reg. No. 32, 886

*Martin G. Belisario*  
Signature

July 29, 2002  
Date

Total number of pages including cover sheet, attachments and document: [4]

**ASSIGNMENT**

In consideration of TEN DOLLARS (\$10.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, and intending to be legally bound hereby, we, **Dane Starr, Jeffery Thomas Mauch and Michael M. Pierce** of 1749 Mayway Drive, City of Powhatan and State of Virginia; 7839 Silktree Place, City of Mechanicsville and State of Virginia and 2501 Stonemill Place, City of Richmond and State of Virginia.

Hereby sell, assign and transfer to HAMILTON BEACH/PROCTOR-SILEX, INC., a Delaware corporation, having a place of business at 4421 Waterfront Drive, City of Glen Allen, County of Henrico, State of Virginia, U.S.A., its successors, assigns, and legal representatives, our entire rights, title and interest, for all countries, in and to any and all inventions or improvements which are disclosed and claimed, and any and all inventions or improvements which are disclosed but not claimed, in the application for United States Letters Patent, Serial No. **10/164,759**, titled **Food Processor**, (further identified as Docket No. 210499.0219), filed in the United States Patent and Trademark Office on **June 7, 2002**, and in and to said application and all continued prosecution, divisional, continuing, substitute, renewal, reissue, reexamination, and all other applications for letters patent, inventor's certificates, design registrations or the like intellectual property rights, in all countries which have been or shall be filed on any of said inventions or improvements disclosed in said application, and in and to all original and reissued patents, inventor's certificates, design registrations or the like intellectual property rights, which have been or shall be issued on said inventions or improvements;

Authorize said Assignee, HAMILTON BEACH/PROCTOR-SILEX, INC., or its attorneys to insert above the filing date and serial number of said application when the same are known;

Authorize and request the Commissioner of Patents and Trademarks to issue to said Assignee, HAMILTON BEACH/PROCTOR-SILEX, INC., its successors, assigns and legal representatives, in accordance with this assignment, any and all United States Letters Patent on said inventions or improvements, or any of them, disclosed in said application;

Authorize said Assignee, HAMILTON BEACH/PROCTOR-SILEX, INC., its successors, assigns and legal representatives, to apply in its own name in any foreign country for a patent, inventor's certificate, design registration or the like intellectual property right for said inventions or improvements, and sell, assign and transfer to said Assignee, HAMILTON BEACH/PROCTOR-SILEX, INC., its successors, assigns and legal representatives, all rights of priority obtainable on the basis of the International Convention for the Protection of Industrial Property;

Agree that, when requested, without charge to but at the expense of said Assignee, HAMILTON BEACH/PROCTOR-SILEX, INC., its successors, assigns and legal representatives, to carry out in good faith the intent and purpose of this assignment, we will, for all countries, execute all continued prosecution, divisional, continuing, substitute, renewal, reissue, and all other patent applications on any and all said inventions or improvements; execute all rightful oaths and other papers; communicate to said Assignee, HAMILTON BEACH/PROCTOR-SILEX, INC., its successors, assigns and legal representatives, all facts known to us relating to said inventions or improvements and the history thereof; testify in all

legal proceedings; and generally do everything possible which said Assignee, HAMILTON BEACH/PROCTOR-SILEX, INC., its successors, assigns or legal representatives shall consider desirable for aiding in securing, maintaining and enforcing proper patent protection for said inventions or improvements and for vesting title to said inventions or improvements and all applications for patents, inventor's certificates, design registrations and the like intellectual property rights, and all patents, inventor's certificates, design registrations and the like intellectual property rights, on said inventions or improvements, in said Assignee, HAMILTON BEACH/PROCTOR-SILEX, INC., its successors, assigns and legal representatives;

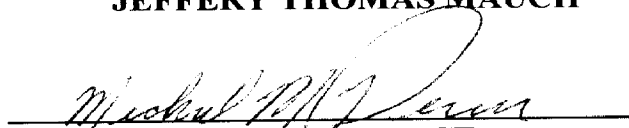
Appoint said Assignee, HAMILTON BEACH/PROCTOR-SILEX, INC., to be Assignor's attorney-in-fact to execute assignments and other documents and do lawful acts related to the interest conveyed herein that may be reasonably necessary or desirable to secure, maintain and enforce any and all patents, inventor's certificates, design registrations and the like intellectual property rights for said inventions or improvements and Assignor's title thereto, provided that such assignments, documents and lawful acts shall not be inconsistent with the terms and conditions of this Agreement; and

Covenant with said Assignee, HAMILTON BEACH/PROCTOR-SILEX, INC., to be Assignee's attorney-in-fact to execute assignments and other documents and do lawful acts related to the interest conveyed herein that may be reasonably necessary or desirable to secure, maintain and enforce any and all patents, inventor's certificates, design registrations and the like intellectual property rights for said inventions or improvements and Assignor's title thereto, provided that such assignments, documents and lawful acts shall not be inconsistent with the terms and conditions of this Agreement; and

Covenant with said Assignee, HAMILTON BEACH/PROCTOR-SILEX, INC., its successors, assigns, and legal representatives that we have made to others no assignment, grant, mortgage, license, or other agreement affecting the rights and property, herein conveyed, and that we have full right to convey the same as herein expressed.

  
\_\_\_\_\_  
**DANE STARR**

  
\_\_\_\_\_  
**JEFFERY THOMAS MAUCH**

  
\_\_\_\_\_  
**MICHAEL M. PIERCE**

STATE OF Virginia :  
 : ss.  
COUNTY OF Henrico :

Before me, this 23<sup>rd</sup> day of July, 2002, personally appeared **Dane Starr** known to be the person who is described in and who executed the above instrument, and he acknowledged to me that he executed the same of his own free will for the purposes therein set forth.

Stephanie B. Walker  
Notary Public

My Commission Expires November 30, 2005

STATE OF Virginia :  
 : ss.  
COUNTY OF Henrico :

Before me, this 25<sup>th</sup> day of July, 2002, personally appeared **Jeffery Thomas Mauch** known to be the person who is described in and who executed the above instrument, and he acknowledged to me that he executed the same of his own free will for the purposes therein set forth.

Stephanie B. Walker  
Notary Public

My Commission Expires November 30, 2005

STATE OF Virginia :  
 : ss.  
COUNTY OF Henrico :

Before me, this 23<sup>rd</sup> day of July, 2002, personally appeared **Michael M. Pierce** known to be the person who is described in and who executed the above instrument, and he acknowledged to me that he executed the same of his own free will for the purposes therein set forth.

Stephanie B. Walker  
Notary Public

My Commission Expires November 30, 2005