

02-28-2003

RECORD

2-26-03

PA



CUL-MISC

102376785

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

## 1. Name of Conveying party(ies):

John C. Ardent

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

Ardenté, Inc.

840 Wedgewood Drive  
Pittsburg, CA 94565

## 3. Nature of conveyance:

☒ Assignment☐ Merger☐ Security Agreement☐ Change of Name

Execution Date:

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 application, the execution date of the application is:

A. Patent Application No.(s)

B. Patent No.(s)

6,113,258

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

Gordon & Jacobson, P.C.  
65 Woods End Road  
Stamford, CT 06905

## 6. Total number of applications and patents involved:

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

☐ Enclosed☐ Authorized to charge deposit account8. Deposit account number: 07-1732  
(attach duplicate page if paying by deposit account)

## 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.

David S. Jacobson

Name of Person Signing

Signature

2/21/03

Date

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

5

## ASSIGNMENT

WHEREAS, I, **John C. Ardent**, hereinafter referred to as the "Inventor", a citizen of the United States whose post office address is 840 Wedgewood Drive, Pittsburg, CA 94565, have invented certain new and useful improvements in a **Battery Powered Food Stirrer with Pivotally Mounted Spring Biased Arms**, as described and set forth in U.S. Patent No. 6,113,258, issued September 5, 2000.

AND WHEREAS, **Ardenté, Inc.**, hereinafter referred to as the "said COMPANY", a corporation existing under the laws of California and having a place of business at 840 Wedgewood Drive, Pittsburg, CA 94565, is desirous of acquiring or confirming its acquisition of the entire right, title and interest in and to said invention, inventions or improvements, and in and to said application, and in and to any and all patents, both of the United States and of all foreign countries, that may be obtained therefor;

NOW, THEREFORE TO ALL WHOM IT MAY CONCERN, BE IT KNOWN, that I, the Inventor, for good and valuable considerations, the receipt and sufficiency of which I hereby acknowledge, have sold, assigned, transferred and conveyed, and by this assignment do sell, assign, transfer and convey, unto said COMPANY, its successors and assigns, the entire right, title and interest throughout the world, in and to my invention, inventions or improvements described or set forth in said application, in any form or embodiment thereof, and in and to said application, and in and to any applications filed in any foreign country based thereon, including the right to file foreign applications under the provisions of any convention or treaty; and in and to any confirmation, divisional, continuation, continuation-in-part, or substitute application which may be filed on said invention, inventions or improvements in the United States or in any foreign country; and in and to any and all patents, certificates, utility models, reissues, extensions, additions or confirmations thereof which may be granted in the United States or in any foreign country upon said invention, inventions or improvements, to have and to hold the same to the full end of the term or terms for which any and all such United States and foreign patents and grants may be issued on said invention, inventions or improvements.

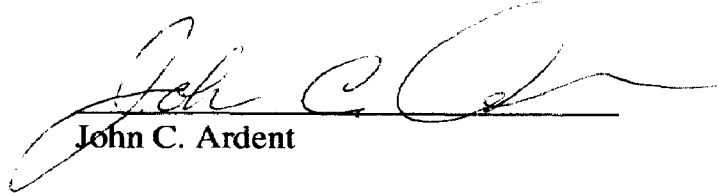
AND I do hereby authorize and request the issuing authority to issue any and all of said United States and foreign patents on said application or applications to said COMPANY, its successors and assigns, as the assignee of the entire right, title and interest in and to the same, for the sole use and benefit of said COMPANY, its successors and assigns.

AND I do hereby covenant and warrant that I have full right to convey the entire right, title and interest herein assigned free and clear of all licenses, encumbrances and liens whatsoever, and that I have not executed and will not execute any instruments in conflict herewith.

AND I, for the conditions aforesaid, do hereby covenant and agree to and with the said COMPANY, its successors and assigns, that I, my executors, administrators, or other

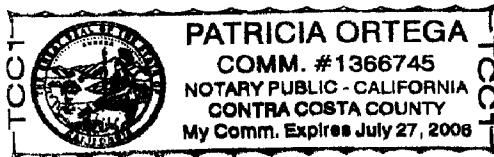
personal representatives, shall and will do all lawful acts and things, make all rightful oaths, and make, execute, and deliver any and all other instruments in writing, and any and all further applications, papers, powers, affidavits, assignments, disclaimers and other documents, which in the opinion of counsel for said COMPANY, its successors and assigns, may be required or necessary in this or in any foreign country more effectually to secure to and vest in said COMPANY, its successors and assigns, the entire right, title and interest in and to said invention, inventions, or improvements, application or applications, patents, rights, titles, benefits, privileges and advantages hereby sold, assigned, confirmed, transferred and conveyed.

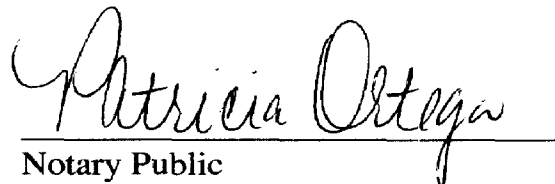
IN WITNESS WHEREOF, I, John C. Ardent, have hereunto set my hand and seal this 12<sup>th</sup> day of February, 2003.

  
John C. Ardent

County of Contra Costa )  
State of California ) ss:  
)

BE IT KNOWN, that on this 12<sup>th</sup> day of February, 2003 personally appeared John C. Ardent to me known and known to me to be the individual described in and who executed the foregoing assignment and he acknowledged to me that he executed the same.



  
Notary Public

SEAL

My commission expires: 7/27/2006

## AGREEMENT

WHEREAS, John C. Ardent and Mary Ann Ardent executed an assignment dated April 29, 2002 to assign rights in an invention entitled "Battery Powered Food Stirrer with Pivotally Mounted Spring Biased Arms", as described and set forth in U.S. Patent No. 6,113,258, issued September 5, 2000 (hereinafter 'the Invention') to Ardenté, Inc., (hereinafter 'Assignment No. 1');

WHEREAS Assignment No. 1 was faulty, as Mary Anne Ardent was not an inventor of the Invention and had no other legal right in the invention to assign to Ardenté, Inc.;

WHEREAS John C. Ardent executed an assignment with a date of April 29, 2002 to assign rights to the Invention to Ardenté, Inc. (hereinafter 'Assignment No. 2');

WHEREAS Assignment No. 2 was faulty, as John C. Ardent had previously assigned his rights to Ardenté, Inc. and had no legal rights to assign in Assignment No. 2, and because Assignment No. 2 was not executed on the date it was purported to be executed;

WHEREAS John C. Ardent executed an assignment with a date of February 11, 2003 to assign rights to the Invention to Ardenté, Inc. (hereinafter 'Assignment No. 3');

WHEREAS Assignment No. 3 fails to include the execution of Ardenté, Inc., which is necessary to nullify Assignment No. 1 and Assignment No. 2, and thus John C. Ardent possibly did not have rights in the Invention to convey in Assignment No. 3; and

WHEREAS, John C. Ardent, Mary Ardent, and Ardenté, Inc. all wish to ensure that the Invention is properly conveyed to Ardenté, Inc., particularly for purposes of a pending license agreement between Ardenté, Inc. and StirChef LLC.


Now therefore the parties, in part or in total, as necessary, agree:

1. Assignment No. 1, Assignment No. 2, and Assignment No. 3 are and were void ab initio and have no legal effect whatsoever.
2. Prior to the date of this Agreement, there exists no other assignment of the Invention to any entity in effect.
3. The attached Assignment of rights from John C. Ardent to Ardenté, Inc., dated the same day as this Agreement, is the only assignment in effect.


IN WITNESS WHEREOF, I, John C. Ardent, have hereunto set my hand and seal this 12<sup>th</sup> day of February, 2003.

  
John C. Ardent

IN WITNESS WHEREOF, I, Mary Ann Ardent, have hereunto set my hand and seal this 12<sup>th</sup> day of February, 2003.

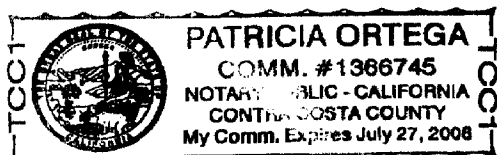
  
Mary Anne Ardent

IN WITNESS WHEREOF, I, John C. Ardent, on behalf of Ardenté, Inc., have hereunto set my hand and seal this 12<sup>th</sup> day of February, 2003.

  
John C. Ardent

County of Contra Costa )  
State of California ) ss:

BE IT KNOWN, that on this 12<sup>th</sup> day of February, 2003 personally appeared John C. Ardent and Mary Anne Ardent to me known and known to me to be the individuals described in and who executed the foregoing and they acknowledged to me that they executed the same.



SEAL

My commission expires: 7/27/2006

  
Notary

