

08-07-2003



102518027

Docket No.: Sunhom23803

SHEET

2003 AUG -1 AM 3:52

OPR/FINANCE

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

New

8-1-03

Conveyance Type

Assignment

Security Agreement

Resubmission (Non-Recordation)

License

Change of Name

Correction of PTO Error

Merger

Other

Corrective Document

U.S. Government  
(For Use ONLY by U.S. Government Agencies)

Departmental File

Secret File

Conveying Party(ies)

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name (line 1)

James G. Montagnino

07142003

Name (line 2)

Second Party

Name (line 1)

Anson Wong

Execution Date  
Month Day Year

07092003

Name (line 2)

Receiving Party

Mark if additional names of receiving parties attached

Name (line 1)

Sunbeam Products, Inc.

If a document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment.)

Name (line 2)

2381 Executive Center Drive

Address (line 1)

Address (line 2)

Address (line 3)

Boca Raton

Florida

33431

City

State/Country

Zip Code

Domestic Representative Name and Address

Enter for the first Receiving party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

FOR OFFICE USE ONLY

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

08/04/2003 6T0011 00000116 508209 10072210

01 FC:0021 40.00 BA

Correspondent Name and Address

Area code and Telephone Number

(561) 912-5185

Name Lawrence J. Shurupoff

Address (line 1) Sunbeam Products, Inc.

Address (line 2) 2381 Executive Center Drive

Address (line 3) Boca Raton, Florida 33431

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document # 6 including any attachments.

Application Number(s) or Patent Number(s)

Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Patent Application Number(s)

Patent Number(s)

10/072,218

If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named executing inventor.

Month Day Year  
07 28 2003

Patent Cooperation Treaty (PCT)

Enter PCT application number only if a U.S. Application Number has not been assigned.

PCT PCT PCT  
PCT PCT PCT

Number of Properties

Enter the total number of properties involved. # 1

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$ 40.00

Method of Payment: Enclosed Deposit Account X  
Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: # 50-2289

Authorization to charge additional fees: Yes X No

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. Charges to deposit account are authorized, as indicated herein.

Lawrence J. Shurupoff  
Name of Person Signing

Signature Date 7/28/03

RECORDATION FORM COVER SHEET  
CONTINUATION  
PATENTS ONLY

PATENT

Conveying Party(ies)

Enter additional Conveying Parties

Mark if additional names of conveying parties attached

Name (line 1)

Ricardo Murguia

Execution Date  
Month Day Year

07112003

Name (line 2)

Execution Date  
Month Day Year

Name (line 1)

Name (line 2)

Name (line 1)

Execution Date  
Month Day Year

Name (line 2)

Receiving Party(ies)

Enter additional Receiving Parties

Mark if additional names of conveying parties attached

Name (line 1)

If a document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment.)

Name (line 2)

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Name (line 1)

If a document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment.)

Name (line 2)

Address (line 1)

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Zip Code

Application Number(s) or Patent Number(s)

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Mark if additional numbers attached

Patent Application Number(s)

Patent Number(s)

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# ASSIGNMENT OF APPLICATION

Whereas, I, James Montagnino, having a residence at 4309 Canterbury Court, St. Charles, Illinois 60174, (hereafter referred to as "ASSIGNOR"), have invented certain new and useful improvements in a Scale With Structural Mat for which I have filed an application for Letters of Patent of the United States on February 8, 2002, and which has been assigned application Serial No. 10/072,218; and

Whereas, Sunbeam Products, Inc., a Delaware corporation having a place of business at 2381 Executive Center Drive, Boca Raton, FL 33431 (herein referred to as "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 ASSIGNOR, the receipt of which is hereby acknowledged, ASSIGNOR 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 ASSIGNOR 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 ASSIGNOR HEREBY authorizes and requests 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 ASSIGNOR HEREBY covenants that ASSIGNOR has the full right to convey the entire interest herein assigned, and that ASSIGNOR has not executed, and will not execute, any agreement, assignment, sale or encumbrance in conflict herewith;

AND ASSIGNOR HEREBY further covenants and agrees that ASSIGNOR will communicate to ASSIGNEE, its successors, legal representatives and assigns, any facts known to ASSIGNOR 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.

Executed this 7 day of July, 2003.

At St. Charles, IL 60174

  
\_\_\_\_\_  
**JAMES MONTAGNINO**

State of \_\_\_\_\_  
County of \_\_\_\_\_

Before me personally appeared \_\_\_\_\_ and he/she acknowledged the foregoing instrument to be his/her free act and deed this \_\_\_\_\_ day of \_\_\_\_\_, 2003.

\_\_\_\_\_  
(Notary Public) Seal

# ASSIGNMENT OF APPLICATION

Whereas, I, Ricardo Murguia, having a residence at 1947 S. Wisconsin, Berwyn, IL 60402, (hereafter referred to as "ASSIGNOR"), have invented certain new and useful improvements in Scale With Structural Mat for which I have filed an application for Letters of Patent of the United States on February 8, 2002, and which has been assigned application Serial No. 10/072,218; and

Whereas, Sunbeam Products, Inc., a Delaware corporation having a place of business at 2381 Executive Center Drive, Boca Raton, FL 33431 (herein referred to as "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 ASSIGNOR, the receipt of which is hereby acknowledged, ASSIGNOR 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 ASSIGNOR 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;

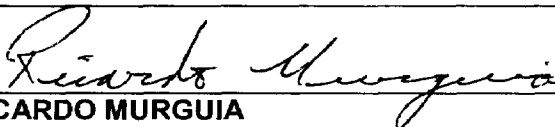
AND ASSIGNOR HEREBY authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any Official of any country or countries foreign to the United States whose duty it is to issue patents on applications as aforesaid, to record this Assignment, and to issue all Letters Patent for the improvements to ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument;

AND ASSIGNOR HEREBY covenants that ASSIGNOR has the full right to convey the entire interest herein assigned, and that ASSIGNOR has not executed, and will not execute, any agreement, assignment, sale or encumbrance in conflict herewith;

AND ASSIGNOR HEREBY further covenants and agrees that ASSIGNOR will communicate to ASSIGNEE, its successors, legal representatives and assigns, any facts known to ASSIGNOR 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.

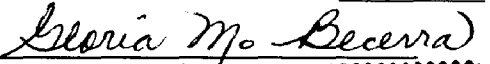
Executed this 11 day of JULY, 2003.

At \_\_\_\_\_.

  
RICARDO MURGUIA

State of ILLINOIS )  
County of COOK )

Before me personally appeared RICARDO MURGUIA and he/she acknowledged the foregoing instrument to be his/her free act and deed this 11 day of JULY, 2003.

  
(Notary Public Seal)



# ASSIGNMENT OF APPLICATION

Whereas, I, Anson Wong, having a residence at 10651 Butterwood Lake Drive, Boca Raton, Florida 33498, (hereafter referred to as "ASSIGNOR"), have invented certain new and useful improvements in a Scale With Structural Mat for which I have filed an application for Letters of Patent of the United States on February 8, 2002, and which has been assigned application Serial No. 10/072,218; and

Whereas, Sunbeam Products, Inc., a Delaware corporation having a place of business at 2381 Executive Center Drive, Boca Raton, FL 33431 (herein referred to as "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 ASSIGNOR, the receipt of which is hereby acknowledged, ASSIGNOR 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 ASSIGNOR 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;

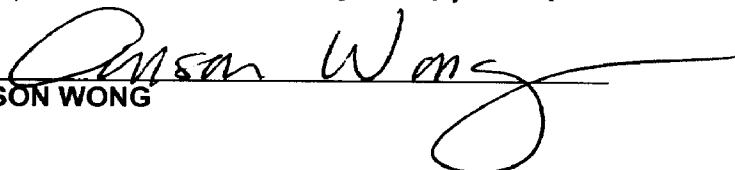
AND ASSIGNOR HEREBY authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any Official of any country or countries foreign to the United States whose duty it is to issue patents on applications as aforesaid, to record this Assignment, and to issue all Letters Patent for the improvements to ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument;

AND ASSIGNOR HEREBY covenants that ASSIGNOR has the full right to convey the entire interest herein assigned, and that ASSIGNOR has not executed, and will not execute, any agreement, assignment, sale or encumbrance in conflict herewith;

AND ASSIGNOR HEREBY further covenants and agrees that ASSIGNOR will communicate to ASSIGNEE, its successors, legal representatives and assigns, any facts known to ASSIGNOR 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.

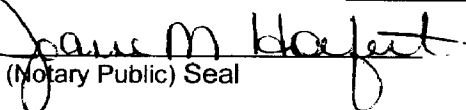
Executed this 9th day of July, 2003.

At Boca Raton, Florida.

  
ANSON WONG

State of Florida  
County of Palm Beach

Before me personally appeared Anson Wong and he/she acknowledged the foregoing instrument to be his/her free act and deed this 9th day of July, 2003.

  
(Notary Public) Seal



Joanne M. Hoefert  
MY COMMISSION # DD130244 EXPIRES  
June 30, 2006  
BONDED THRU TROY FAIN INSURANCE, INC.