ALEXANDRIA, VA 22313-1450

08-13-2003 102523095

MAIL STOP ASSIGNMENT RECORDATION SERVICES DIRECTOR OF US PATENT AND TRADEMARK **OFFICE** P.O. BOX 1450

PLEASE RECORD THE ATTACHED ORIGINAL DOCUMENT(S) OR COPY(IES) THEREOF.

1. NAME OF CONVEYING PARTY(IES)

William R. Bennette Robert M. Bennette

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

2. NAME(S) AND ADDRESS(ES) OF RECEIVING PARTY(IES)

Bennette Design Group, Inc. P.O. Box 326

Millis, Massachusetts 02054

Additional name(s) of receiving party(ies) attached? No

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Assignment

Security Agreement

Merger

Change of Name

Execution Date: July 31, 2003

29/187451

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: July 31, 2003

A. Patent Application No(s):

B. Patent No(s):

C. Issue Batch No.:

D. Issue Date:

Additional numbers attached? No.

5. NAME AND ADDRESS OF PARTY TO WHOM CORRESPONDENCE CONCERNING DOCUMENT SHOULD BE DIRECTED:

Arlene J. Powers Samuels, Gauthier & Stevens LLP 225 Franklin Street, Suite 3300 Boston, Massachusetts 02110 (617) 426-9180, Extension 110

6. TOTAL NUMBER OF APPLICATIONS AND PATENTS INVOLVED:

7. TOTAL FEE DUE: \$40.00 (Enclosed)

If any additional fee(s) are due, the Commissioner is hereby authorized to charge the Deposit Order Account noted in item 8.

8. DEPOSIT ACCOUNT NUMBER: 19-0079

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9. STATEMENT AND SIGNATURE

To the best of my knowledge and the light, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Arlene J. Powers

Name of Person Signing

I hereby certify that this paper (along with any paper referred to as being attached or enclosed) is being deposited with the United States Postal Service on the date shown below in an envelope as "Express Mail Post Office to Addressee" Mailing Label Number EL755683498US addressed to Mail Stop Design, Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

PATENT REEL: 014365 FRAME: 0159

ASSIGNMENT

Know all men by these presents that:

WHEREAS we, William R. Bennette

402 Deer Run

Moro, Illinois 62067

Robert M. Bennette 25 Baltimore Street

Millis, Massachusetts 02054

have made an invention for

PLUMBER'S PAD

described in the application filed in the United States Patent Office herewith, and

WHEREAS Bennette Design Group, Inc., a corporation duly organized and existing under the laws of Massachusetts and having a place of business at P.O. Box 326, Millis, Massachusetts 02054, for the benefit of itself, its successors and assigns, all inclusively hereinafter referred to as the Assignee, is desirous of acquiring the entire right, title and interest in and to the said invention, the said application, all inventions disclosed in said application and any and all Letters Patent of the United States and of all other countries which may be granted for the said invention or inventions, or any of them;

NOW, THEREFORE, for good and valuable consideration provided by said Assignee, the receipt whereof is hereby acknowledged, we do hereby sell, assign and transfer to the said Assignee the entire right, title and interest in and to the said invention, inventions and application, including all priority rights arising therefrom, all inventions disclosed in said application, and any and all Letters Patent of the United States, and of all other countries, together with the right to apply for such Letters Patent, which may be granted for the said invention, inventions or any of them,

TO HAVE, HOLD AND ENJOY the said invention, the said application, and the said Letters Patent, to said

Bennette Design Group, Inc.

its successors and assigns, to its and their own use and behoof to the full end of the term or terms for which the said Letters Patent may be granted, as fully and entirely as the same would have been held and enjoyed by us had this assignment and sale not been made.

AND we hereby authorize and request the Commissioner of Patents of the United States and the appropriate officers of all foreign patent offices to issue any and all Letters Patent which may be granted

PATENT REEL: 014365 FRAME: 0160 on the said application or applications above referred to, or for the said invention, or any of them, to the said Assignee in accordance with the terms of this instrument.

AND we hereby agree to execute and sign without further consideration any other legal document and any other assignments and any divisional, continuing, renewal, reissue or other application in and for all patents that may be appropriate and may be deemed necessary by the Assignee fully to secure to said Assignee its interests as aforesaid in and to the said invention or any part thereof and in and to the said patents or any of them.

AND we further covenant and agree that we will at any time upon request communicate to the said Assignee, its successors, assigns or other legal representatives, any facts known to me relating to the said invention and any patent that may be granted thereon, and will testify as to the same in any interference or litigation when requested to do so.

AND we hereby covenant for ourselves and our legal representatives that we have not hitherto assigned or granted any license to make, use or sell said invention, and that we will not henceforth purport to assign, license or execute any instrument to that effect in conflict with this assignment.

IN WITNESS WHEREOF, we have hereunto set our hand and seal on the date below.

7 31 03

William R Bennette

7/3/103

Robert M. Bennette

RECORDED: 08/01/2003

PATENT REEL: 014365 FRAME: 0161