XXX.XXXXXX.XA

PATENT REEL: 014407 FRAME: 0734

•	Atty: Dkt. 140, 043 133-0250
FORM PTO-1595 (modified)	U.S. DEPARTMENT OF COMMERC
(Rev 6.93) RE $02 - 14 - 21$	SHEET Patent and Trademark Offi
	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
To the Director of the United States Pat 1023660	
1. Name of conveying party(ies):	2. Name and address of receiving party(ies):
Brian J. Demers 62.05.03	3886
Luke D. Kosman	5 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2
Kristine M. Sickels	Newell Operating Company
Herbert H. Stiles	29 East Stephenson Street
	Freeport, IL 43697
Additional conveying party(ies) NO	
3. Nature of conveyance:	
ASSIGNMENT	
Execution Date:	
1/29/2003; 1/31/2003; 1/31/2003;	Additional name(s) & address(es) attached? NO
1/31/2003	
 Application number(s) or patent number(s): 	9175380
If this is being filed together with a new application, the	• •
•	1/31/2003;
,	1/31/2003;
	1/31/2003
· A. Patent Application Number(s):	B. Patent Number(s):
Unagigned	
Unassigned	
Additional numb	ers attached? NO
5. Name and address of party to whom correspondence	6. Total number of applications/patents involved: 1
concerning document should be mailed:	
George C. Beck	7. Total fee (37 C.F.R. § 3.41): \$40.00
FOLEY & LARDNER	X Check Enclosed
Washington Harbour	
3000 K Street, N.W., Suite 500	Charge to deposit account
Washington, D.C. 20007-5143	8. Deposit account number: 19-0741
DO NOT USE	THIS SPACE
9. Statement and signature:	
is a true copy of the original document. The Commissioner	ing information is true and correct and any attached copy
fees which may be required in this matter to the above-iden	tified deposit account.
1/	. 611
Howard N. Shipley	18/03
Reg. No. 39,370	
Name of person signing	Signature Date
Total number of pages i	ncluding cover sheet, attachments, and document: 5
1/14/2003 LMUELLER 00000052 29175380	
FD:8021 40.00 OP	

PATENT
REEL: 014407 FRAME: 0735

ASSIGNMENT AND AGREEMENT

WHEREAS, Brian J. Demers of P.O. Box 71, Rossford, OH 43460; Lucas D. Kosman of 230½ West John Street, Maumee, OH 43537; Kristine M. Sickels of 6044 Quarrys Edge Lane, Sylvania, OH 43560, and Herb H. Styles of 7535 Manore Road, Whitehouse, OH 43571; (hereinafter referred to singly and collectively as "ASSIGNOR") have invented a certain invention entitled COOKWARE HANDLE (Atty. Dkt. No. 049159-0250) for which an application for United States Letters Patent was filed herewith as Application No. Unassigned; and

WHEREAS, Calphalon Corporation, a corporation duly organized and existing under the laws of the State of Delaware, and having its principal place of business at 29 East Stephenson Street, Freeport, IL 61032 (hereinafter referred to as "ASSIGNEE") is desirous of acquiring the entire interest therein;

NOW THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR has sold, assigned, and transferred, and by these presents hereby sells, assigns, and transfers, unto ASSIGNEE, its successors and assigns, the full and exclusive right, title, and interest in and to (a) the above-identified invention or inventions and all improvements and modifications thereof, (b) the above-identified application and all other applications for Letters Patent of the United States and countries foreign thereto for the above-identified invention or inventions and all improvements and modifications thereof, (c) all Letters Patent which may issue from said applications in the United States and countries foreign thereto, (d) all divisions, continuations, reissues, and extensions of said applications and Letters Patent, and (e) the right to claim for any of said applications the full benefits and priority rights under the International Convention and any other international agreement to which the United States adheres; such right, title, and interest to be held and enjoyed by ASSIGNEE, its successors and assigns, to the full end of the term or terms for which any and all such Letters Patent may be granted as fully and entirely as would have been held and enjoyed by ASSIGNOR had this Assignment not been made.

ASSIGNOR HEREBY AUTHORIZES AND REQUESTS the Commissioner of Patents and Trademarks to issue said Letters Patent to ASSIGNEE as assignee of the entire interest, for the sole use and benefit of ASSIGNEE, its successors and assigns.

ASSIGNOR HEREBY AGREES (a) to communicate to ASSIGNEE, its successors and assigns, or their representatives or agents, all facts and information known or available to ASSIGNOR respecting said invention or inventions, improvements, and modifications including evidence for interference, reexamination, reissue, opposition, revocation, extension, or infringement purposes or other legal, judicial, or administrative proceedings, whenever requested by ASSIGNEE; (b) to testify in person or by affidavit as required by ASSIGNEE, its successors and assigns, in any such proceeding in the United States or a country foreign thereto; (c) to execute and deliver, upon request by ASSIGNEE, all lawful papers including, but not limited to, original, divisional, continuation, and reissue applications, renewals, assignments, powers of attorney, oaths, affidavits, declarations, depositions; and (d) to provide all reasonable assistance to ASSIGNEE, its successors and assigns, in obtaining and enforcing proper

title in and protection for said invention or inventions, improvements, and modifications under the intellectual property laws of the United States and countries foreign thereto.

ASSIGNOR HEREBY REPRESENTS AND WARRANTS that ASSIGNOR has the full and unencumbered right to sell, assign, and transfer the interests sold, assigned, and transferred herein, and that ASSIGNOR has not executed and will not execute any document or instrument in conflict herewith.

ASSIGNOR HEREBY GRANTS to the law firm of Foley & Lardner the power and authority to insert in this Assignment any further identification which may be necessary or desirable to comply with the rules of the U.S. Patent and Trademark Office for recordation of this Assignment.

ASSIGNOR UNDERSTANDS AND AGREES that the attorneys and agents of the law firm of Foley & Lardner do not personally represent ASSIGNOR or ASSIGNOR's legal interests, but instead represent the interests of ASSIGNEE; since said attorneys and agents cannot provide legal advice to ASSIGNOR with respect to this Assignment, ASSIGNOR acknowledges its right to seek its own independent legal counsel.

Executed this 29 day of TANVARY , 2003.

BRIAN J. DEMERS

Executed this lay of UAN

__, 200

KOSMAN

Executed this 3 day of _

RECORDED: 08/18/2003

Jamay, 20 000

KRISTINE M. SICKELS

Executed this 31 day of JANUARY , 2003.

HERB H. STYLES

HERBERT H. STILES HS

Page 2 of 2