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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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

1. Name of conveying party(ies): Eileen Wynne Noble

9-15-03

2. Name and address of receiving party(ies)

Name: Noble Tile & Vessel, Inc.

Internal Address:

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Street Address: #607, 135 Plymouth Street

City: Brooklyn State: NY Zip: 11201

Execution Date: April 9, 2002

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) 29/172,136 (divisional application of Serial No. 29/152,765)

B. Patent No.(s)

Additional numbers attached? Yes No

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

Name: Frank J. DeRosa, Esq. BROWN RAYSMAN MILLSTEIN FELDER & STEINER LLP

Street Address: 900 Third Avenue

City: New York State: NY Zip: 10022

6. Total number of applications and patents involved: 1

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

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

02-4270

(Attach duplicate copy of this page if paying by deposit account)

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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.

Frank J. DeRosa, Reg. No. 26,543

Name of Person Signing

Signature

9-12-03

Date

Total number of pages including cover sheet, attachments, and documents: 3

09/16/2003 LNUELLER 00000224 29172136

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks, Box Assignments Washington, D.C. 20231

01 FC:0021

40.00 OP

PATENT REEL: 014489 FRAME: 0307

ASSIGNMENT

WHEREAS, I, Eileen W. Noble, residing at 33 East Seventh Avenue, Brooklyn, New York 11218, a citizen of the United States (hereinafter together with my heirs, executors, administrators and legal representatives referred to herein as "Assignor"), have invented one or more inventions (hereinafter referred to as "said invention(s)") disclosed in the following application for patent of the United States (hereinafter referred to as "said Application"):

Title: Picture Frame
Filing Date: 25 October 2001
Serial No.: 29/152,765

WHEREAS, Noble Tile & Vessel, Inc. (hereinafter together with its successors and assigns referred to as "Assignee"), a corporation organized and existing under the laws of New York, having a place of business at 135 Plymouth Street #607, Brooklyn, New York 11201, is desirous of obtaining all right, title and interest in, to and under said invention(s) and said applications.

NOW, THEREFORE, for the sum of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which Assignor hereby acknowledges, Assignor has sold, assigned, transferred and set over, and by these presents hereby sells, assigns, transfers and sets over to Assignee all of Assignor's right, title and interest in, to and under said invention(s) and said Application, including (a) the right to apply for patents in the United States of America and in all foreign countries for said invention(s), (b) all applications for patents for said invention(s) or based on said Application in all countries, now filed or to be filed, including all divisional, renewal, substitute, continuation, continuation-in-part and convention applications based in whole or in part upon said invention(s) or upon said Application, (c) all patents which may issue on said invention(s) and on any application transferred by this Assignment in the United States and foreign countries, and any and all reissues, extensions, divisions, renewals, substitutes, continuations or continuations-in-part of patents granted for said invention(s) or upon such Application, for the full term or terms for which the patents may be issued, and (d) every priority right that is or may be predicated upon or arise from said invention(s), said Application and such patents under any applicable international or bilateral treaty, agreement or convention. Assignor hereby authorizes Assignee to file patent applications in all countries for any or all of said invention(s) in Assignor's name, or in Assignee's name, or otherwise as Assignee may deem advisable, under any international or bilateral treaty, agreement or convention, or otherwise.

Assignor hereby covenants and agrees that Assignor will, upon request of Assignee, and without further consideration but at the expense of the Assignee, communicate any facts known to Assignor relating to said invention(s) and the history thereof, testify in any legal proceeding, execute all lawful papers required to effect the foregoing, and generally do all further acts which may be deemed necessary by Assignee to obtain and enforce proper patent protection for said invention(s) in all countries.

