

FORM PTO-1595
(Rev. 6-93)
OMB No. 0651-0011 (exp. 4/94)

RECORD

01-05-2004

U.S. Department of Commerce
Patent and Trademark Office

12/29/03



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

1. Name of conveying party(ies):

PETERSON, Dale; RUTH, Jonsara; MAR, Stacy.

Additional name(s) of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Name: Martha Stewart Living Omnimedia, Inc.

Address: 20 West 43rd Street, 25th Floor
New York, New York 10036

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyence:

- Assignment Merger
- Security Agreement Change of Name
- Other: _____

Execution date(s): **December 18, 2003 & December 19, 2003**

4. Application numbers or patent numbers:

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application(s) 29/188,553

B. Patent No.(s)

Additional Numbers attached? Yes No

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

Name: Clifford A. Ulrich

Internal Address: KENYON & KENYON

Street Address: One Broadway

City: New York State: New York ZIP: 10004

6. Total number of applications and patents involved: **1**

7. Total fee (37 C.F.R. 3.41) \$ **40.00**

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

11-0600

(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.

Clifford A. Ulrich, Reg. No. 42,194

Name of Person Signing

Cliff Ulrich
Signature

December 23, 2003
Date

Total Number of pages comprising cover sheet and document: **3**

OMB No. 0651-0011 (exp. 4/94)

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

Mail Stop Assignment Recordation Services
Director of the US Patent and Trademark Office
P.O. Box 1450
Alexandria, VA 22313-1450

(01/02/2004 LHMILLER 00000099 110600 29188553)
01 FC:8021 40.00 DA

ASSIGNMENT

WHEREAS, we,

Dale Peterson
116 W. 78th Street, #4
New York, New York 10024
United States of America
Citizenship: United States of America

Jonsara Ruth
101 Lafayette #14d
Brooklyn, New York 11217
United States of America
Citizenship: United States of America

Stacy Mar
415 West 24th Street
Apartment 4E
New York, New York 10011
United States of America
Citizenship: United States of America

have made new and useful improvements in a **DRESSER** for which an application for Design Patent was filed with the United States Patent and Trademark Office on August 19, 2003 and has been assigned U.S. Serial Number 29/188,553; and

WHEREAS, **Martha Stewart Living Omnimedia, Inc.** having a place of business at **20 West 43rd Street, 25th Floor, New York, New York 10036** and who, together with its successors and assigns, is hereinafter called "Assignee," is desirous of acquiring the title, rights, benefits, and privileges hereinafter recited,

NOW, THEREFORE, for valuable consideration furnished by Assignee to us, receipt and sufficiency of which we hereby acknowledge, we hereby, without reservations:

1. Assign, transfer, and convey to Assignee the entire right, title, and interest in and to said inventions and discoveries, said application for Letters Patent of the United States of America, any and all other applications for Letters Patent on said inventions and discoveries in any and all countries, including all divisional, renewal, substitute, continuation, and Convention applications based in whole or in part upon said inventions or discoveries, or upon said applications, and any and all Letters Patent, reissues, and extensions of Letters Patent granted for said inventions and discoveries or upon said applications, and every priority right that is or may be predicated upon or arise from said inventions, said discoveries, said applications, and said Letters Patent.

2. Authorize Assignee to file patent applications in any or all countries for any or all of said inventions and discoveries in our names or in the name of Assignee or otherwise as Assignee may deem advisable, under an International Convention or otherwise.

3. Authorize and request the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments to issue or transfer all said Letters Patent to Assignee, as assignee of the entire right, title, and interest therein or otherwise as Assignee may direct.

4. Warrant that we have not conveyed to others any right, title, or interest in said inventions, discoveries, applications, or patents or any license to use the same or to make, use, or sell anything embodying or utilizing any of said inventions or discoveries; that we have good right to assign the same to Assignee without encumbrance; and that we are aware of no claim to the contrary.

5. Bind our heirs, legal representatives, and assigns, as well as ourselves, to do, upon Assignee's request and at Assignee's expense, but without additional consideration to us or them, all acts reasonably serving to assure that the said inventions and discoveries, the said patent applications, and the said Letters Patent shall be held and enjoyed by Assignee as fully and entirely as the same could have been held and enjoyed by us, our heirs, legal representatives, and assigns if this assignment had not been made; and particularly to execute and deliver to Assignee all lawful application documents including petitions, specifications, and oaths, and all assignments, disclaimers, and lawful affidavits in form and substance as may be requested by Assignee; to communicate to Assignee all facts known to us relating to said inventions and discoveries or the history thereof; to furnish Assignee with any and all documents, photographs, models, samples, and other physical exhibits in our control or in the control of our heirs, legal representatives, or assigns which may be useful for establishing the facts of our conceptions, disclosures, and reduction to practice of said inventions and discoveries; and to testify to the same in any interference, arbitration, or litigation.

IN TESTIMONY WHEREOF, we have hereunto set our hands and seals this 19 day of December 2003.



Dale Peterson

IN TESTIMONY WHEREOF, we have hereunto set our hands and seals this 19 day of December 2003.



Jonsara Ruth

IN TESTIMONY WHEREOF, we have hereunto set our hands and seals this 18 day of December 2003.



Stacy Mar