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Form PTO-1595

(Rev. 03/01)

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OMB No. 0651-0027 (exp. 5/31/2002)



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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):

David Linn Burnett (3/15/04) and Reid Matthew Hecker  
(3/15/04)Additional name(s) of conveying party(ies)  
attached?☐ Yes☒ No

## 3. Nature of Conveyance:

☒ Assignment☐ Merger☐ Security Agreement☐ Change of Name☐ Other

Execution Date: March 15, 2004

## 2. Name and address of receiving party(ies)

Name: Lifetime Hoan Corporation

Internal Address: One Merrick Avenue

Street Address:

One Merrick Avenue

City: Westbury

State: New York

Zip: 11590

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 new application is:

A. Patent Application No.(s):

29/201,228

B. Patent No.(s):

Additional numbers attached?

☐ Yes☒ No5. Name and address of party to whom correspondence  
concerning document should be mailed:Name: Lekha Gopalakrishnan  
JENKENS & GILCHRIST, A PROFESSIONAL  
CORPORATION

Street Address:

1445 Ross Avenue, Suite 3200

City:  
DallasState:  
TXZip:  
752026. Total number of applications and  
patents involved:

## 7. Total fee (37 CFR 3.41)

\$ 40.00

☒ Enclosed☐ Authorized to be charged to deposit account☐ Authorized to be charged to credit card

(Form 2038 enclosed)

## 8. Deposit account number:

10-0447

(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.Lekha Gopalakrishnan  
Name of Person Signing

Signature

March 26, 2004  
Date

Total number of pages including cover sheet, attachments, and documents: 6

I hereby certify that this correspondence is being deposited with the U.S. Postal Service with sufficient postage as First Class Mail, in  
an envelope addressed to: MS Assignment Recordation Services, Director of the US Patent and Trademark Office, P.O. Box 1450,  
Alexandria, VA 22313-1450, on the date shown below.

Dated: March 26, 2004

Signature: Marcy Overstreet (Marcy Overstreet)

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PATENT  
REEL: 015142 FRAME: 0684

03/30/2004 1652142E 00000009 29201228

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Dated: March 26, 2004

Signature: Marcy Overstreet (Marcy Overstreet)

### ASSIGNMENT BY INVENTORS

**THIS ASSIGNMENT**, made this 15<sup>th</sup> day of March, 2004, by David Linn Burnett and Reid Matthew Hecker (hereinafter referred to as Assignors), residing at 249 East 48th St., Apt. 14C, New York, New York 10017; and 56-20 Marathon Pkwy., 3-D, New York, New York 11362, respectively;

**WHEREAS**, Assignors have invented certain new and useful improvements in **SPICE RACK**, set forth in a Design application for Letters Patent of the United States, filed herewith; and

**WHEREAS**, Lifetime Hoan Corporation, a Corporation organized under and pursuant to the laws of Delaware having its principal place of business at One Merrick Avenue, Westbury, New York 11590 (hereinafter referred to as Assignee), is desirous of acquiring the entire right, title and interest in and to said inventions and said Application for Letters Patent of the United States, and in and to any Letters Patent of the United States to be obtained therefore and thereon.

**NOW, THEREFORE**, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, Assignors have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions and application for Letters Patent, and in and to any and all direct and indirect divisions, continuations and continuations-in-part of said application, and any and all Letters Patent in the United States and all foreign countries which may be granted therefore and thereon, and reissues, reexaminations and extensions of said Letters Patent, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by Assignee, for its own use and benefit and the use and benefit of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent may be granted and/or extended, as fully and entirely as the

same would have been held and enjoyed by Assignors, had this sale and assignment not been made.

**AND** for the same consideration, Assignors hereby represent and warrant to Assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, except for any rights, titles and/or interests that have arisen to Assignee under law or that have already been transferred to Assignee, Assignors are the sole and lawful owners of the entire right, title and interest in and to the said inventions and application for Letters Patent above-mentioned, and that the same are unencumbered and that Assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth.

**AND** for the same consideration, Assignors hereby covenant and agree to and with Assignee, its successors, legal representatives and assigns, that Assignors will sign all papers and documents, take all lawful oaths and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of any Letters Patent and applications for Letters Patent for said inventions, without charge to Assignee, its successors, legal representatives and assigns, whenever counsel of Assignee, or counsel of its successors, legal representatives and assigns, shall advise: that any proceeding in connection with said inventions, or said Design application for Letters Patent, or any proceeding in connection with any Letters Patent or applications for Letters Patent for said inventions in any country, including but not limited to interference proceedings, is lawful and desirable; or, that any division, continuation or continuation-in-part of any application for Letters Patent, or any reissue, reexamination or extension of any Letters Patent, to be obtained thereon, is lawful and desirable.

**AND** Assignors hereby request the Commissioner of Patent and Trademarks to issue said Letters Patent of the United States to Assignee, as Assignee of said inventions and the Letters Patent to be issued thereon, for the sole use and benefit of Assignee, its successors, legal representatives and assigns.

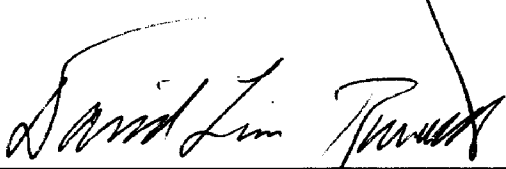
**AND** Assignors hereby grant the following individuals the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply

with the rules of the United States Patent and Trademark Office for recordation of this document:

Andre M. Szuwalski, Reg. No. 35,701  
Stanley R. Moore, Reg. No. 26,958  
Steven R. Greenfield, Reg. No. 38,166  
Lekha Gopalakrishnan, Reg. No. 46,733

All practitioners at Customer Number 23932


AND Assignors acknowledge an obligation of assignment of this invention to Assignee at the time the invention was made.

  
David Linn Burnett

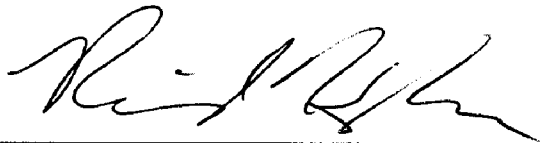
Date: 3/15/04

United States of America )  
State of N.Y. ) ss.:  
County of Suffolk )

On this 15 day of March, 2004, before me  
personally came David Linn Burnett, to me known to be the individual  
described in and who executed the foregoing instrument, and acknowledged execution  
of the same.

  
Notary Public

DIANE WEILL  
Notary Public, State of New York  
No 4851889  
Qualified in Suffolk County  
Commission Expires Feb. 3, 2006

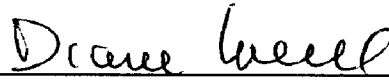


Reid Matthew Hecker

Date: 3/15/04

United States of America )  
State of N.Y. ) ss.:  
County of Suffolk )

On this 15 day of March, 2004, before me  
personally came Reid Matthew Hecker, to me known to be the individual  
described in and who executed the foregoing instrument, and acknowledged execution  
of the same.



Notary Public

**DIANE WEILL**  
Notary Public, State of New York  
No 4851889  
Qualified in Suffolk County  
Commission Expires Feb. 3, 2006.