



**SOLE ASSIGNMENT**

I, Diane Shane-Schuldt, believe that I am the inventor of the subject matter disclosed in the application for patent (hereinafter "the invention or inventions") identified herein as

**DESIGN FOR SPOON**

and further identified by Attorney Docket Number 255\_197.

for which the undersigned has executed an application for patent in the United States of America on April 20, 2004 and transmitted herewith.

which application for patent was filed on Concurrently Herewith and has been assigned Serial No. Not Assigned by the United States Patent and Trademark Office.

In consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration paid to the undersigned, the receipt and sufficiency of which is hereby acknowledged, the undersigned agrees to assign, and hereby does assign, transfer and set over to Oneida Ltd., a corporation incorporated in the State of New York, and having a principal place of business at Oneida, New York 13421, (hereinafter designated as the Assignee) his or her entire right, title and interest in the invention or inventions as represented by the application for patent identified herein (the "application") in the United States, its territories, dependencies and possessions, his or her entire right, title, and interest in the application, and his or her entire right, title and interest in the invention or inventions as regards all other national jurisdictions and international entities that have the power to grant patents, wherever situated, including without limitation all applications for patent which claim priority to and/or the benefit of the subject matter disclosed in the application for patent identified herein, including any provisional application, utility application, design application, and/or plant application, as well as any continuation application, divisional application, continuation-in-part application, reissue application, reexamination application, patent interference proceeding, foreign national application and/or any application filed or to be filed under a patent treaty such as the International Convention for Protection of Industrial Property and/or the Patent Cooperation Treaty, and any Letters Patent which may be granted therefor in any jurisdiction.

In addition to the above assignment, the undersigned agrees to execute all papers necessary in connection with the application and any continuing applications, divisional applications, or continuations-in-part thereof, and also to execute separate assignments in connection with such applications as the Assignee may deem necessary or expedient.

The undersigned agrees to execute all papers necessary in connection with any interference which may be declared concerning this application or continuation or division thereof and to cooperate with the Assignee in every way possible in obtaining evidence and going forward with such interference.

Sole Assignment

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The undersigned agrees to execute all papers and documents and perform any act which may be necessary in connection with claims or provisions of the International Convention for Protection of Industrial Property or similar agreements.

The undersigned agrees to perform all affirmative acts which may be necessary to obtain a grant of a valid United States Patent to the Assignee.

The undersigned hereby authorizes and requests the Commissioner of Patents to issue any and all Letters Patents of the United States resulting from said application or any divisions or continuing applications thereof to the said Assignee, as Assignee of the entire interest, and hereby covenants that he or she has full right to convey the entire interest herein assigned, and that he or she has not executed and will not execute, any agreement in conflict herewith.

The undersigned hereby grants to any duly empowered legal representative, including specifically Thomas J. Wall, Owen D. Marjama, Peter J. Bilinski, George S. Blasiak, Robert E. Purcell, Daniel P. Malley, Dana F. Bigelow, Indranil Mukerji, Joseph B. Milstein, Eric M. Smith, William Greener, R. Stephen Rosenholm and James R. Muldoon of WALL MARJAMA & BILINSKI LLP, 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 or with the rules of any other national or international Patent Office for recordation of this document or a true copy thereof.

In witness whereof, this instrument has been executed by the undersigned on the date opposite the respective name of the undersigned.

This assignment should preferably be signed before: (a) a Notary Public if within the U.S.A. or (b) a U.S. Consul if outside the U.S.A. If neither, then it should be signed before at least two witnesses.

Date April 20, 2004

Signature Diane Shane-Schuldt (SEAL)  
Diane Shane-Schuldt

Date \_\_\_\_\_

Notary/Witness \_\_\_\_\_

Date 4/20/04

Notary/Witness Mary Jo Lusher

MARY JO LUSHER  
NOTARY PUBLIC, State of New York  
Appointed in Madison County  
Commission Expires January 2, 2007