FORM PTO-1595 1-31-92

11-02-2004

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

To the Honorable Assistant (documents or copy thereof.

10/18/04 11:35 AM Docket No.: SI-398OPN Sharper Image Corporation 102872756

Please record the attached original

| | Name of conveying party(ies): Mark G. Martin | 2. Name and address of receiving party(ies): Name: SHARPER IMAGE CORPORATION |
|-------------------|--|---|
| | Additional name(s) of conveying party(ies) attached? [] Yes [X] No | Internal Address: |
| - | 3. Nature of Conveyance: [X] Assignment [] Merger [] Security Agreement [] Change of Name [] Other | Street Address: 650 DAVIS STREET City: SAN FRANCISCO, CALIFORNIA Country USA Zip:94111 Additional name(s) & address(es) attached? [] Yes [X] No |
| | Execution Date: Oct. 18, 2004 | |
| | 4 . Application number(s) or patent number(s): If this document is being filed together with a new approximately $\frac{1}{2}$ | pplication, the execution date of the application is: |
| | A. Patent Application No.(s) Not yet assigned 29/212,382 PET TRAINING DEVICE | B. Patent No.(s) |
| _ | Additional numbers attached? [] Yes | [X] No |
| | 5. Name and address of party to whom correspondence concerning document should be mailed: | 6. Total number of applications and patents involved: |
| | Name: Andrew J. Parker Internal Address: | 7. Total fee (37 CFR 3.41):\$40.00 [] Check enclosed : No [X] Authorized to be charged to deposit account #502345 |
| | Street Address: 650 DAVIS STREET City: SAN FRANCISCO State: CA Zip: 94111 | 8. Deposit account number: 502345 Our Order No. SI-3980PN |
| _ | DO NOT USE THIS SPACE | |
| | 9. Statement and signature. To the best of my knowledge and belief, correct and any attached copy is a true cop Andrew J.Parker Name of Person Signing Total number of pages including cover sheet | by of the original document. 10/20/04 Date |
| | OMB No. 0651-0011 (exp. 4/94) | |
| 11/01/2004 | \Washington, | cover sheet information to: of Patents and Trademark ignments |
| 01 FC:8021 | 40.00 MA File No. SI-3980PN | Rev. 8/93 (39811) |

PATENT REEL: 015935 FRAME: 0470

JOINT TO CORPORATE ASSIGNMENT

WHEREAS, the undersigned Inventor:

Mark G. Martin
resident of 231 W. Cherry Avenue, Monrovia, CA 91016

has invented certain new and useful improvements in:

PET TRAINING DEVICE

and has executed a declaration or oath for an application for a United States design patent disclosing and identifying the invention.

WHEREAS, <u>Sharper Image Corporation</u> (hereinafter termed "Assignee"), a corporation of the State of Delaware, having a place of business at <u>650 Davis Street</u>, <u>San Francisco</u>, <u>State of California 94111-1904</u>, wishes to acquire the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered jointly or severally by said Inventors (all collectively hereinafter termed "said invention"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter termed "patents") thereon granted in the United States and foreign countries.

NOW THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventors to have been received in full from said Assignee:

- 1. Said Inventors do hereby sell, assign, transfer and convey unto said Assignee, the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply for foreign patents on said invention pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on said invention in the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said applications; and (d) in and to each and every reissue or extensions of any of said patents.
- 2. Said Inventors hereby covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and foreign countries. Such cooperation by said Inventors shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefore and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventors in providing such cooperation shall be paid for by said Assignee.
- 3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventor, his respective heirs, legal representatives and assigns.

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Sharper Image Corporation

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| any assignment, contract, or understanding in conflict herewith. |
|--|
| IN WITNESS WHEREOF, the said Inventors have executed this instrument on the date given below and delivered this instrument to said Assignee: |
| Date of Execution of Declaration for Patent Application: |
| Mark G. Martin |
| County of)) ss. |
| State of California) |
| On thisday of, in the year 2001, before me,, Notary Public of the Sate of California, personally appeared, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument. |
| WITNESS my hand and official seal. |
| (Seal) |

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RECORDED: 10/29/2004

PATENT REEL: 015935 FRAME: 0472