

7-3-06



RECORDATION FORM COVER SHEET
PATENTS ONLY

103269389

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

Daniel Serra and Richard Hoare

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

2. Name and address of receiving party(ies)

Name: Breville Pty Limited

Internal Address: _____

Street Address: Building 2, Port Air Industrial Estate

1A Hale Street

City: Botany

State: New South Wales

Country: Australia

Zip: 2019

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

3. Nature of conveyance/Execution Date(s):

Execution Date(s) 15 June 2006

Assignment

Merger

Security Agreement

Change of Name

Joint Research Agreement

Government Interest Assignment

Executive Order 9424, Confirmatory License

Other _____

4. Application or patent number(s):

A. Patent Application No.(s)

10/57846

This document is being filed together with a new application.

B. Patent No.(s)

Additional numbers attached? Yes No

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

Name: Michael Molins, Molins & Co.

Internal Address: _____

Street Address: Suite 5, Level 6

139 Macquarie Street

City: Sydney

State: New South Wales

Zip: 2000

Phone Number: 61 2 8252 7800

Fax Number: 61 2 8252 7810

Email Address: mike@molins.net.au

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 1.21(h) & 3.41) \$40.00

Authorized to be charged by credit card

Authorized to be charged to deposit account

Enclosed

None required (government interest not affecting title)

8. Payment Information

a. Credit Card Last 4 Numbers 0813

Expiration Date 11/06

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:

Michael Molins

Signature

June 28, 2006

Date

Michael Molins

Name of Person Signing

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

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

07/05/2006 DBYRNE 00000071 10575846

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(40.00 DP)

**(Pending Application;
Serial No. Unknown)**

DOCKET NO.: BRE0325U

ASSIGNMENT

WHEREAS, we Daniel Serra of 3/4 Glenwood Ave, Coogee, New South Wales, 2034, Australia and Richard Hoare of Building 2, Port Air Industrial Estate, 1A Hale Street, Botany, New South Wales, 2019, Australia hereinafter referred to as the assignors, are the joint inventors of certain inventions or improvements for which we have made application for Letters Patent to the United States, identified as Case No. **BRE0325U**, entitled **Sandwich Press and Grill**; and

WHEREAS, **Breville Pty Limited** hereinafter referred to as the assignee, of Building 2, Port Air Industrial Estate, 1A Hale Street, Botany, New South Wales, 2019, Australia, a corporation of **Australia**, is desirous of acquiring the entire right, title and interest in and to the said inventions or improvements and in and to the said application, and in, to and under any and all Letters Patent which may be granted on or as a result thereof in any and all countries:

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) to each of us in hand paid by said assignee, and other good and valuable consideration, the receipt of which is hereby acknowledged, we, the said assignors, have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over to said assignee, the entire right, title and interest in and to said inventions or improvements and said application and any and all continuations, divisions and renewals of any substitutes for said application, and in, to and under any and all Letters Patent which may be granted on or as a result thereof in the United States and any and all other countries, and any reissue or reissues or extensions or extensions of said Letter Patent, the same to be held and enjoyed by said assignee, its successors, assigns, nominees or legal representatives, to the full end of the term or terms for which said Letters Patent respectively may be granted, reissued or extended, as fully and entirely as the same would have held and enjoyed by us had this assignment, sale and transfer not been made.

AND we hereby covenant that we have full right to convey the entire interest herein assigned, and that we have not executed and will not execute any agreement in conflict herewith, and we further covenant and agree that we will each time request is made and without undue delay, execute and deliver all such papers as may be necessary or desirable to perfect the title to said inventions or improvements, said application and said Letter Patent to said assignee, its successors, assigns, nominees, or legal representatives, and each of us agrees to communicate to said assignee or to its nominee all known facts respecting said inventions or improvements, said application and said Letters Patent, to testify in any legal proceedings, to sign all lawful papers, to execute all disclaimers and divisional, continuing, reissue and foreign applications, to make all rightful oaths, and generally to do everything

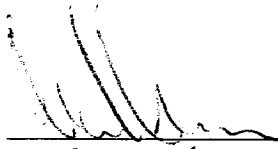
possible to aid said assignee, its successors, assigns, nominees and legal representative to obtain and enforce for its or their own benefit proper patent protection for said inventions or improvements in any and all countries.

AND we hereby authorize and request the Commissioner of Patents and Trademarks of the United States and any official of any country or countries foreign to the United States whose duty it is to issue patents on applications as aforesaid, to issue to said assignee, as assignee of the entire right, title and interest, any and all Letters Patent for said inventions or improvements, including any and all Letters Patent of the United States which may be issued and granted on or as a result of the application aforesaid, in accordance with the terms of this assignment.

We further authorise and direct our attorneys to insert below* the serial number and filing date of said application now identified as Case No. **BRE0325U** as soon as the same shall have been made known to them by the United States Patent Office.

IN WITNESS WHEREOF, we have hereunto set our hands and seals.

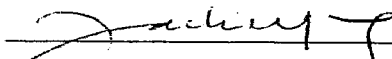
Date: 15/6/2006


Assignor (DANIEL SERRA)

STATEMENT BY WITNESS

I, JACKIE E K YONG, whose full post office address is P.O. BOX 2000, BOTANY NSW was personally present and did see DANIEL SERRA execute the above assignment on the 15TH day of JUNE, 2006, and such assignor is personally known to me to be the person described in such document.

Date: 15/6/2006


Signature of Witness

Date: 23/6/06

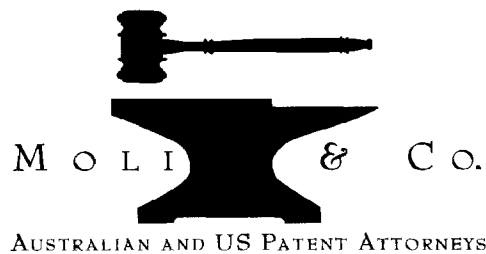
Richard Hoare
Assignor (RICHARD HOARE)

STATEMENT BY WITNESS

I, JACKIE E K YONG, whose full post office address is P O BOX 2000, BOTANY NSW 1455 was personally present and did see RICHARD HOARE execute the above assignment on the 23rd day of JUNE, 2006, and such assignor is personally known to me to be the person described in such document.

Date: 23/6/06

Jackie Yong
Signature of Witness



Mail Stop Assignment Recordation Services
Director of the USPTO
PO Box 1450
Alexandria VA 22313-1450
United States of America

28 June 2006

In Re Application of: Daniel Serra, Richard Hoare
US Application Number: 10/575,846
Filing Date: 14 April 2006
Title: Sandwich Press and Grill
Group Art Unit:
Examiner:
Attorney Docket No: BRE0325U

Request for Assignment

Dear Sirs:

Please find the following enclosed documents in favour of an Assignment with respect to the above referenced patent application:

- A completed Recordation Cover Sheet – form PTO-1595;
- A completed credit card payment form for the amount of \$40.00 – form PTO-2038; and
- Assignment of Daniel Serra and Richard Hoare

Please charge any deficiency in the fees due to our Deposit Account No. 503458 in the name of Molins & Co.

Regards,

Michael Molins
Reg. No. 31785
Customer No. 33372

MM/rm