

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
Name		Execution Date
Mr James Wagner		08/17/2006
RECEIVING PARTY DATA		
Name:	WheatwareUSA, Inc. dba wheatware.com	
Street Address:	3886 Montego Drive	
City:	Huntington Beach	
State/Country:	CALIFORNIA	
Postal Code:	92649	
PROPERTY NUMBERS Total: 1		
Property Type	Number	
Application Number:	29244793	
CORRESPONDENCE DATA		
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<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
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Address Line 1:	1600 Dove Street #220	
Address Line 4:	Newport Beach, CALIFORNIA 92660	
ATTORNEY DOCKET NUMBER:	9601	
NAME OF SUBMITTER:	John J. Connors	
Total Attachments: 1 source=9601 assign#page1.tif		

OP \$40.00 29244793

ASSIGNMENT OF INVENTION

WHEREAS, James Wagner, herein ASSIGNOR, has invented, conceived, reduced to practice, or otherwise contributed certain technologies, improvements, developments, copyrightable works, ideas, or discoveries relating to and collectively hereinafter referred to as the "INVENTION" identified by Attorney Docket No. 9601 and described in the United States Design Patent Application entitled Spoon Ornamental Design, filed on December 14, 2005, Serial No. 29/244,793 (herein APPLICATION), and

WHEREAS, Wheatware USA, Inc. dba wheatware.com, a Corporation organized under the laws of the State of California, herein ASSIGNEE, whose address is 3886 Montego Drive Huntington Beach, CA 92649 USA, desires acquiring the entire right, title and interest in, to and under the INVENTION and any and all intellectual property rights thereto, including the APPLICATION;

NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00) in hand paid, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the ASSIGNOR hereby sells, assigns, transfers, and sets over unto the ASSIGNEE, its successors, legal representatives and assigns, the entire right, title and interest in, to and under the INVENTION throughout the world and to any and all intellectual property rights in the INVENTION and all uses thereof, including, but not limited to (a) any patent or patent application that has been or may hereafter be filed disclosing the INVENTION, including the APPLICATION, (b) the priority rights based on any of the aforesaid patent applications pursuant to the International Convention for the Protection of Industrial Property, including the right to file in ASSIGNEE'S name an international patent application under the Patent Co-operation Treaty, and to divisions, renewals, and continuations and the like of the aforesaid patent applications and any utility patent applications claiming priority of any aforesaid applications that are provisional applications, and all extensions, renewals, reissues, and the like of any aforesaid patent, (c) copyrights, copyright registrations, know how, trade secrets, and reproduction rights relating to the INVENTION, waiving any and all moral rights in the INVENTION under 17 U.S.C. § 106A, and (d) any and all causes of action relating to the INVENTION, including any and all claims, both past and future, to damages, royalty, or any other compensation.

ASSIGNOR hereby authorizes and requests the Commissioner of Patents of the United States, and any Official of any country or countries foreign to the United States whose duty it is to issue patents or like instruments, to issue the patents or like instruments on the aforesaid patent applications to the ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this ASSIGNMENT OF INVENTION.

ASSIGNOR shall provide any tangible property embodying or describing the INVENTION, including without limitation all documents, drawings, prototypes, models, test results, designs, materials, computer programs, files, data, and the like, which, if not presently in the possession of the ASSIGNEE, will be delivered to ASSIGNEE immediately upon request.

ASSIGNOR does hereby release and forever discharge ASSIGNEE for any and all claims including but not limited to any public or private debts, liabilities, damages and causes of action against the ASSIGNEE of whatsoever kind or nature relating to the INVENTION, whether or not known, suspected and unsuspected including any and all previous agreements entered into, which now exist or may have existed prior to the date of this ASSIGNMENT OF INVENTION.

ASSIGNOR warrants that he has the full right to convey the interest herein assigned, and that he has not executed, and will not execute, any agreement in conflict herewith, and that the rights and benefits assigned hereunder are free and clear of any lien, encumbrance, adverse claim or interest, and that he has not licensed anyone under the INVENTION or any of the intellectual property rights relating thereto.

ASSIGNOR shall do everything reasonable to aid the ASSIGNEE, its successors, legal representatives, and assigns, to obtain and enforce proper patent protection for the INVENTION in all countries, including assisting with the preparation of any patent applications relating to the INVENTION, and shall not contest the validity or enforceability of any intellectual property rights assigned herein, or to assist or request any third party to contest the validity or enforceability of any intellectual property rights assigned herein.

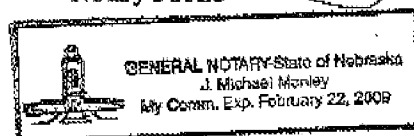
ASSIGNOR shall communicate to the ASSIGNEE, its successors, legal representatives and assigns, any facts known respecting the INVENTION, and testify in any legal proceedings, sign all lawful papers, execute any and all the aforesaid patent applications, including divisional, continuing and reissue applications and the like, and make all rightful oaths or declarations.

IN TESTIMONY WHEREOF, the ASSIGNOR hereunto sets his hand and seal this 17th day of Aug, 2006.

BY

James Wagner
JAMES WAGNERState of NEBRASKA
County of HALL

This 17th day of Aug, 2006, before me personally came the above named JAMES WAGNER, to me personally known as the individual who executed the foregoing assignment and who acknowledged to me that he or she executed the foregoing assignment of he or she own free will for the purpose therein set forth.

Michael Manley
Notary Public

PATENT

RECORDED: 10/11/2006

REEL: 018376 FRAME: 0729