

**PATENT ASSIGNMENT**

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	12/30/2000

**CONVEYING PARTY DATA**

Name	Execution Date
Marvin FABRIKANT	10/25/2006
Patricia FABRIKANT	10/25/2006

**RECEIVING PARTY DATA**

Name:	Pit Barbecue LLC
Street Address:	5149 Tilden Street, N.W.
City:	Washington
State/Country:	DISTRICT OF COLUMBIA
Postal Code:	20036

**PROPERTY NUMBERS Total: 1**

Property Type	Number
Patent Number:	5970856

**CORRESPONDENCE DATA**

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ATTORNEY DOCKET NUMBER:	052065-0129
NAME OF SUBMITTER:	Stephen B. Maebius

Total Attachments: 3

**500172506**

**PATENT  
 REEL: 018454 FRAME: 0891**

**OP \$40.00 5970856**

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Atty. Dkt. No. 052065-0129

**ASSIGNMENT - WORLDWIDE**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each undersigned inventor (hereinafter referred to singly and collectively as "ASSIGNOR") acknowledges previously selling, assigning, and transferring, and by this document hereby confirms their prior assignment effective as of December 30, 2000, unto

Bit Barbecue LLC  
5149 Tilden Street, N.W.  
Washington, D.C. 20036

(hereinafter referred to singly and collectively as "ASSIGNEE") its successors and assigns, the full and exclusive right, title and interest for the United States, its territories and possessions, and all foreign countries in and to this invention relating to

**DEVICE FOR COOKING OR GRILLING SMALL  
PIECES OF FOOD AND METHOD OF USE**

as set forth in this United States Patent Application

*check one*     executed concurrently herewith,  
                   executed on \_\_\_\_\_,  
                   Application No. 08/927,685, Filed September 11, 1997,  
                                  now U.S. Patent No. 5,970,856 Issued October 26, 1999

as well as in and to (a) all improvements and modifications of the above-identified invention or inventions, (b) the above-identified application and all other applications for Letters Patent of the United States and countries foreign thereto for above-identified invention or inventions and all improvements and modifications thereof, (c) all Letters Patent which may issue from said applications in the United States and countries foreign thereto, (d) all divisions, continuations, reissues, and extensions of said applications and Letters Patent, and (e) the right to claim for any of said applications the full benefits and priority rights under the International Convention and any other international agreement to which the United States adheres; such right, title, and interest to be held and enjoyed by ASSIGNEE, its successors and assigns, to the full end of the term or terms for which any and all such Letters Patent may be granted as fully and entirely as would have been held and enjoyed by ASSIGNOR had this Assignment not been made.

ASSIGNOR HEREBY AUTHORIZES ASSIGNEE to file patent applications in any or all countries on the above-identified invention or inventions in the name of the undersigned or in the name of ASSIGNEE or otherwise as ASSIGNEE may deem advisable under the International Convention or otherwise.

ASSIGNOR HEREBY AUTHORIZES AND REQUESTS the Commissioner of Patents and Trademarks to issue said Letters Patent to ASSIGNEE as assignee of the entire interest, for the sole use and benefit of ASSIGNEE, its successors and assigns.

Atty. Dkt. No. 052065-0129

ASSIGNOR HEREBY AGREES (a) to communicate to ASSIGNEE, its successors and assigns, or their representative or agents, all facts and information known or available to ASSIGNOR respecting said invention or inventions, improvements, and modifications including evidence for interference, reexamination, reissue, opposition, revocation, extension, or infringement purposes or other legal, judicial, or administrative proceedings, whenever requested by ASSIGNEE; (b) to testify in person or by affidavit as required by ASSIGNEE, its successors and assigns, in any such proceeding in the United States or a country foreign thereto; (c) to execute and deliver, upon request by ASSIGNEE, all lawful papers including, but not limited to, original, divisional, continuation, and reissue applications, renewals, assignments, powers of attorney, oaths, affidavits, and declarations, depositions; and (d) to provide all reasonable assistance to ASSIGNEE, its successors and assigns, in obtaining and enforcing proper title in and protection for said invention or inventions, improvements, and modifications under the intellectual property laws of the United States and countries foreign thereto.


ASSIGNOR HEREBY REPRESENTS AND WARRANTS that ASSIGNOR has the full and unencumbered right to sell, assign, and transfer the interests sold, assigned, and transferred herein, and that ASSIGNOR has not executed and will not execute any document or instrument in conflict herewith.

ASSIGNOR HEREBY GRANTS to the law firm of **Foley & Lardner LLP** the power and authority to insert in this Assignment any further identification which may be necessary or desirable to comply with the rules of the U.S. Patent and Trademark Office for recordation of this Assignment.

ASSIGNOR UNDERSTANDS AND AGREES that the attorneys and agents of the law firm of **Foley & Lardner LLP** do not personally represent ASSIGNOR OR ASSIGNOR's legal interests, but instead represent the interests of ASSIGNEE; since said attorneys and agents cannot provide legal advice to ASSIGNOR with respect to this Assignment, ASSIGNOR acknowledges its right to seek its own independent legal counsel.


Atty. Dkt. No. 052065-0129

Executed this 25<sup>th</sup> day of October, 2006.

  
\_\_\_\_\_  
Marvin Fabrikant

State of Maryland )  
County of Montgomery )ss.

On this 25<sup>th</sup> day of October, 2006, before me, a notary public in and for said county, appeared MARVIN FABRIKANT, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

  
\_\_\_\_\_  
Notary Public  
My Commission Expires: 1/10/09

(Seal)

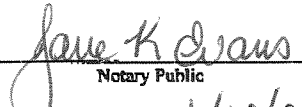
JANE K. EVANS  
NOTARY PUBLIC STATE OF MARYLAND  
County of Montgomery  
My Commission Expires January 10, 2009

Executed this 25<sup>th</sup> day of October, 2006.

  
\_\_\_\_\_  
Patricia Fabrikant

State of Maryland )  
County of Montgomery )ss.

On this 25<sup>th</sup> day of October, 2006, before me, a notary public in and for said county, appeared PATRICIA FABRIKANT, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

  
\_\_\_\_\_  
Notary Public  
My Commission Expires: 1/10/09

(Seal)

JANE K. EVANS  
NOTARY PUBLIC STATE OF MARYLAND  
County of Montgomery  
My Commission Expires January 10, 2009