

10-18-2007



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the attached documents or the new address(es) below.

To the Director of th

1. Name of conveying party(ies):

Diane Shane-Schuldt

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

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

Execution Date(s): September 6, 2007

- Assignment  Merger  Change of Name
- Security Agreement  Joint Research Agreement
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other

2. Name and address of receiving party(ies)

Name: ONEIDA LTD.

Internal Address:

Street Address:

Oneida, Ltd.  
163-181 Kenwood Avenue

City: Oneida

State: New York

Country: United States of America Zip: 13421

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

4. Application or patent number(s):

This document is being filed together with a new application.

A. Patent Application No.(s)

This application

B. Patent No.(s)

Additional numbers attached?  Yes  No

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

Name: James R. Muldoon  
MARJAMA MULDOON BLASIAK &  
SULLIVAN LLP

Internal Address: Atty. Dkt.: 255\_247DES  
Street Address: 250 South Clinton Street  
Suite 300

City: Syracuse

State: NY Zip: 13202

Phone Number: (315) 425-9000

Fax Number: (315) 425-9114

Email Address: jmuldoon@cny-iplaw.com

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  
Expiration Date

b. Deposit Account Number 50-0289  
Authorized User Name James R. Muldoon

9. Signature:

Signature

October 5, 2007

Date

James R. Muldoon - 38,249

Name of Person Signing

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

3

Recordation Form Cover Sheet

I hereby certify that this paper (along with any paper referred to as being attached or enclosed) is being deposited with the U.S. Postal Service as Express Mail, Airbill No. EM15422979US, on the date shown below in an envelope addressed to: Commissioner For Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

Dated: October 5, 2007

Signature:

Joy Loveland (Joy Loveland)

10/17/2007 DBYRNE

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**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\_247DES.

- for which the undersigned has executed an application for patent in the United States of America on September 12, 2007 and transmitted herewith.
- which application for patent was filed on \_\_\_\_\_ and has been 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, NY 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.

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.

Each of the undersigned hereby grants to any duly empowered legal representative, including specifically all patent practitioners associated with the Customer No. 20874, 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 Sept 6, 2007

Signature Diane Shane Schuldt (SEAL)  
Diane Shane Schuldt

Date 9/6/07

Notary/Witness Sandra C Britton

Date \_\_\_\_\_

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

**SANDRA C. BRITTON**  
**NOTARY PUBLIC, State of New York**  
**Appointed in Madison County**  
**Commission Expires August 31, 20 09**