

11-15-2007



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AGENTS ONLY

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)**

Philip R. McKee and Earl R. Winkelmann

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

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

Execution Date(s) May 15, 2007

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

**2. Name and address of receiving party(ies)**

Name: Appliance Scientific, Inc.

Internal Address: \_\_\_\_\_

Street Address: 11601 Plano Rd.

Suite 114

City: Dallas

State: Texas

Country: U.S.A. Zip: 75243

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)

B. Patent No.(s)

11/02/2007 EYALEW1 00000041 11981317

05 FC:8/21

40.00 OP

Additional numbers attached?  Yes  No

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

Name: Jung S. Hahm, Esq.

Internal Address: \_\_\_\_\_

Street Address: Amster, Rothstein & Ebenstein LLP

90 Park Avenue

City: New York

State: New York Zip: 10016

Phone Number: 212 336 8000

Fax Number: 212 336 8001

Email Address: jhahm@arelaw.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 \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**

Signature

October 31, 2007

Date

Jung S. Hahm, Esq.  
Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 4

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

**ASSIGNMENT**

WHEREAS, Philip R. McKee and Earl R. Winkelmann (hereinafter "the Assignors"), all citizens of the United States of America respectively residing at 6 Windsor Ridge, Frisco, Texas 75034, and 3009 Waterside Court, Garland, Texas 75044, have invented one or more certain new and useful improvements (hereinafter "said invention(s)") in "HIGH-SPEED COOKING OVEN WITH OPTIMIZED COOKING EFFICIENCY," for which an application for United States Letters Patent was executed herewith (hereinafter "the Application"), and;

WHEREAS, Appliance Scientific, Inc. (hereinafter "the Assignee"), a corporation organized under the laws of the State of Delaware, having a principal place of business at 11601 Plano Rd., Suite 114, Dallas, Texas 75243, is desirous of acquiring the entire right, title and interest in, to and under the Application and said invention(s) described therein, and each and every patent that can be issued on the Application and on said invention in the United States of America and in its territories and possessions, and in any and all countries foreign to the United States of America;

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN, be it known that for and in consideration of One Dollar (\$1.00), in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignors have sold, assigned and transferred, and by these presents do hereby sell, assign and transfer unto the Assignee the full and exclusive right, title and interest in, to and under (1) the Application and said invention(s), including the right to apply for any Letters Patent in the United States of America, and in its territories and possessions, and in any and all foreign countries on said invention(s); (2) any and all other applications for Letters Patent on said invention(s), in whatsoever countries, including all divisional, renewal, substitute, continuation, continuation-in-part and convention applications based in whole or in part upon said invention(s) or upon the Application; and (3) any and all Letters Patent which may issue thereon in the United States and in any and all foreign countries, and any and all reissues, extensions, renewals, divisions, continuations or continuations-in-part of Letters Patent granted for said invention(s) or

upon said applications, to the full term or terms for which said Letters Patent may be issued, and every priority right that is or may be predicated upon or arise from said invention(s), the Application and said Letters Patent, the same to be held and enjoyed by the Assignee for its own use and benefit, and for the use and benefit of its successors, assigns or other legal representatives to the end of the term or terms for which a patent or patents may be granted as fully and entirely as if the same would have been held and enjoyed by Assignors had this Assignment not been made.

Assignors hereby authorize and request the Commissioner of Patents and Trademarks of the United States, and any official of any other country empowered to issue patents, to record this Assignment, and to issue or transfer any and all Letters Patent on said invention(s) or resulting from the Application directly to the Assignee as owner of all right, title and interest therein, or otherwise as the Assignee may direct, in accordance with the terms of this Assignment.

Assignors hereby authorize the Assignee and its successors to apply for a patent or patents upon any or all of said invention(s) in any and all countries wherever the same is permitted by law in Assignors' name, or in Assignee's name, or otherwise as the Assignee may deem advisable.

Assignors hereby represent and warrant that the Assignors have the full right to convey the entire right and interest herein assigned, that there are no rights or interests outstanding inconsistent with the rights and interests granted herein, and that the Assignors will not execute any instrument or grant or transfer any rights or interest inconsistent with the rights and interests granted herein.

Assignors hereby covenant and agree that the Assignors will, upon request of the Assignee, communicate to the Assignee any facts known to the Assignors relating to said invention(s) and the history thereof, testify in any legal proceeding, execute all lawful papers including without limitation all divisional, continuing and reissue applications and all rightful oaths and declarations, and will generally do all further acts which may be deemed necessary by the Assignee to obtain and enforce proper patent protection for said invention(s) in any and all countries, and do all things necessary to

carry out the purpose of this instrument, at the expense of the Assignee and its successors.

IN WITNESS WHEREOF, the Assignors have signed this Assignment on the date indicated adjacent to their respective signatures below.

Dated: May 15, 2007, 2007  
By: *Philip R. McKee*  
Philip R. McKee

STATE OF TEXAS            )  
  ) ss.:  
COUNTY OF DALLAS        )

On this 15 day of MAY, 2007, before me came Philip R. McKee to me known and known to me to be the individual described in, and who executed the foregoing instrument, and he acknowledged to me that he had executed the same.

*Fredrick L. Bostick*  
Notary Public  
COMM EXP 4-14-2011

Dated: 5-15-07, 2007  
By: *Earl R. Winkelmann*  
Earl R. Winkelmann

STATE OF TEXAS            )  
  ) ss.:  
COUNTY OF DALLAS        )

On this 15 day of MAY, 2007, before me came Earl R. Winkelmann to me known and known to me to be the individual described in, and who executed the foregoing instrument, and he acknowledged to me that he had executed the same.

*Fredrick L. Bostick*  
Notary Public  
COMM EXP 4-14-2011