

Form PTO-1595 (Rev. 08/05)
OMB No. 0851-0027 (exp. 6/30/2006)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET PATENTS 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)
Eli Nivin

2. Name and address of receiving party(ies)
Name: Nancy L. Lindsay
Internal Address: _____

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

3. Nature of conveyance/Execution Date(s):
Execution Date(s) Joint Ownership Agreement
October 22, 2008
 Assignment Merger
 Security Agreement Change of Name
 Joint Research Agreement
 Government Interest Assignment
 Executive Order 9424, Confirmatory License
 Other Assignment of an undivided 50%

Street Address: 170 Park Row
#18E
City: New York
State: New York
Country: New York Zip: 10038

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)
5,845,403

Additional numbers attached? Yes No

5. Name and address to whom correspondence concerning document should be mailed:
Name: Nancy L. Lindsay
Internal Address: _____
Street Address: 170 Park Row
#18E
City: New York
State: New York Zip: 10038
Phone Number (212) 962-5354
Fax Number: _____
Email Address: vicapcap@aol.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 3996
Expiration Date 10/09
b. Deposit Account Number _____
Authorized User Name _____

9. Signature: Nancy Lindsay Signature October 29, 2008 Date
Nancy Lindsay Name of Person Signing
Total number of pages including cover sheet, attachments, and documents: 6

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 1460, Alexandria, V.A. 22313-1460

OP \$40.00 5845403

Joint Ownership Agreement

Introduction

This agreement is made between Eli Nivin, 778 Warburton Avenue, Yonkers, NY 10701, and Nancy Linday, 170 Park Row #18E, New York, New York 10038, (the "Parties") as of 12/8/1998. The Parties wish to set forth their respective rights to and obligations for the Invention named Newtensils® Nestable Dual-End Eating Utensils and Nutensils® Nestable Dual End Eating Utensils (the "Invention") and more accurately described below. The ownership rights to the Invention include all patent rights, copyrights, trade secrets and trademark rights comprising, associated with or derived from the Invention.

Patent issued

- The Invention as described in the United States patent number 5,845,403, dated December 8, 1998.

Trademarks Issued

- The Trademark as described in the United States trademark registration number 2058932, dated May 6, 1997, for the name "Newtensils".
- The Trademark as described in the United States trademark registration number 2142458, dated March 10, 1998, for the name "Nutensils" in stylized format.
- The Trademark as described in the United States trademark registration number 3278871, dated August 14, 2007, for the name "Nutensils" as a standard character mark.

Therefore, the Parties agree as follows:

Ownership Percentage Interests.

The Parties to this agreement are the owners of all legal rights in the Invention described above. The percentage ownership interests of the Parties are as set forth below. Unless otherwise agreed: (a) all income derived from exploiting the Invention shall be apportioned according to the percentage interests set forth below; and (b) any costs, expenses or liabilities relating to the Invention and agreed to by the Parties under this agreement, shall also be apportioned by the same percentage interests. In the event

any Party is unable to contribute a proportionate share for any cost or expense, the other Parties may contribute the non-contributing Party's share and shall be reimbursed from subsequent revenues related to the cost or expense. Reimbursement shall include interest at 1.5% per month, or the maximum rate permitted by law, whichever is less.

Name	Percentage Interest
<u>Eli Nivin</u>	50%
<u>Nancy Linday</u>	50%

Decision-making.

Each Party shall have the right to participate in the decisions regarding the Invention, including decisions regarding exploitation, protection and enforcement of legal rights associated with Invention. All decisions require a majority vote except for an assignment of all rights to the Invention. In the event there are equal votes in a case where a majority decision is required, the issue shall be resolved through the procedures set forth in the Dispute Resolution section, below.

Decision Making Process/Time Limits.

All decisions shall be made promptly and with the cooperation of all Parties, acting fairly and in good faith. If a decision requires some time to contemplate (for example, an offer to license, a decision by one Party to manufacture), the Parties may agree to postpone a decision for a period of up to 30 days.

Rights to Manufacture and Sell.

Any Party may make, sell or use any product embodying the Invention (or any portion of the Invention) providing that the Parties have approved such action by a vote required under this agreement. In the event that any Party desires and is approved to license, manufacture, sell or distribute the Invention, the terms of such arrangement shall be the same as those available to third parties in similar transactions. That is, a Party to this agreement will have to pay a competitive royalty to the joint owners after deduction of reasonable manufacturing and overhead expenses.

Improvements, Revisions.

Each Party to this agreement shall share, according to the proportions set forth in this Agreement, in any revenue derived from improvements or revisions of this Invention provided that each Party shall have

made a good faith attempt to consult, contribute or otherwise make themselves available for services on such improvements, or revisions of the Invention. In the event that any Party refuses to participate in any work resulting in an improvement or revision of the Invention, revenues derived from such improvements or revisions shall be distributed on a pro rata basis among the contributing Parties.

Disputes.

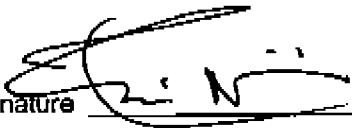
The Parties agree that every dispute or difference between them arising under this Agreement, including a failure to reach a decision as described in section 2 of this Agreement, shall be settled first by a meeting of the Parties attempting to confer and resolve the dispute in a good faith manner. If the Parties cannot resolve their dispute after conferring, any Party may require the other Parties to submit the matter to non-binding mediation, utilizing the services of an impartial professional mediator approved by all Parties. If the Parties cannot come to an agreement following mediation, the Parties agree to submit the matter to binding arbitration at a location mutually agreeable to the Parties. The arbitration shall be conducted on a confidential basis pursuant to the Commercial Arbitration Rules of the American Arbitration Association. Any decision or award as a result of any such arbitration proceeding shall include the assessment of costs, expenses and reasonable attorney's fees and shall include a written record of the proceedings and a written determination of the arbitrators. Absent an agreement to the contrary, any such arbitration shall be conducted by an arbitrator experienced in intellectual property law. The Parties reserve the right to object to any individual who shall be employed by or affiliated with a competing organization or entity. In the event of any such dispute or difference, either Party may give to the other notice requiring that the matter be settled by arbitration. An award of arbitration shall be final and binding on the Parties and may be confirmed in a court of competent jurisdiction.

Miscellaneous.

Each Party shall act in good faith and not take any action which hinders the rights of the other parties. The provisions of this Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties. If any term, provision, covenant or condition of this Agreement is held to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement. This Agreement constitutes the entire understanding between the Parties

and can only be modified by written agreement. This Agreement shall be governed by the laws of the state of New York. In the event of any dispute arising under this agreement, the prevailing Party shall be entitled to its reasonable attorney fees.

MY SIGNATURE BELOW INDICATES THAT I HAVE READ AND UNDERSTOOD THIS AGREEMENT.

Signature  _____

Dated: 10/22/08

Signature Nancy Lunday

Dated: 10/22/08