

11-13-98

TRAD



100903697

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original document or copy thereof.

1. Name of conveying party:
DUQUESNE CORPORATION

Individual(s) Association
 General Partnership Limited Partnership
 Corporation - State ILLINOIS
 Other _____

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party:

Name: SALTON-MAXIM HOUSEWARES, INC.

Internal Address: _____

Street Address: 550 BUSINESS CENTER DRIVE

City: MT. PROSPECT State: ILL ZIP: 60556

3. Nature of conveyance:

Assignment Merger

Security Agreement Change of Name

Other _____

Execution Dates:

1) JULY 1, 1996 3) _____
 2) _____ 4) _____

Individual(s) citizenship _____
 Association
 General Partnership Limited Partnership
 Corporation - State ILLINOIS
 Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designations must be a separate document from Assignment)
 Additional name(s) & address(es) attached: Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No(s):
75/026,281

B. Trademark Registration No(s):

Additional numbers attached? Yes No

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

Name: R. J. BAYNHAM

Internal Address: SEED AND BERRY LLP

6300 COLUMBIA CENTER

Street Address: 701 FIFTH AVENUE

City: SEATTLE State: WA ZIP: 98104-7092

6. Total number of applications and registrations involved.....ONE

7. Total Fee (37 CFR 3.41):\$40.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

19-1090

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

R. J. BAYNHAM [Signature] 11/9/98

Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: *****TWO*****

11/17/1998 11:17 AM 1000012 75026281

TRADEMARK ASSIGNMENT

AGREEMENT made effective as of the 1st day of July, 1997 by and between **Duquesne Corporation**, an Illinois corporation having its principal place of business and domicile at 726 Northwestern, Suite 329, Lake Forest, IL 60045 (hereinafter "Assignor") and **Salton/Maxim Housewares, Inc.**, a Delaware corporation having its principal place of business and domicile at 550 Business Center Drive, Mt. Prospect, IL 60556 (hereinafter "Assignee")

WHEREAS, ASSIGNOR is the owner by assignment of the entire right, title and interest in and to the trademark "NUTRITIONIST" (hereinafter "the Mark") and pending U.S. Trademark Application Serial Number 75/026,281, filed November 30, 1995 to register the Mark (hereinafter "the Application"); and

WHEREAS, ASSIGNOR represents that it has made no prior agreements, licenses, assignments, nor taken any actions which interfere with ASSIGNOR's sole and exclusive rights in and to the Application and the Mark; and

WHEREAS, ASSIGNOR wishes to assign and ASSIGNEE wishes to receive and accept the entire right, title and interest in and to the Application and the Mark together with the goodwill of the business appurtenant thereto and any and all rights pertaining thereto in foreign countries;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, the parties hereto hereby agree as follows:

1. ASSIGNOR hereby assigns to ASSIGNEE ASSIGNOR's entire right, title and interest in and to the Application and the Mark, together with the goodwill of the business appurtenant thereto and any and all rights pertaining thereto in foreign countries, including the right to sue for all past infringements thereof.

The foregoing shall be held and enjoyed by ASSIGNEE for its own use and enjoyment, and for the use and enjoyment of its successors and assigns or other legal representatives, to the end of the term or terms for which said Application may be granted, renewed or renewed as fully and entirely as the same would have been held and enjoyed by the Assignor, if this assignment had not been made.

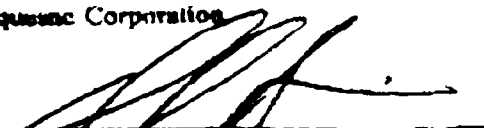
2. ASSIGNOR agrees, upon the request of ASSIGNEE, to execute any necessary and proper oaths or affidavits relating to the Application and the Mark as required for the filing or prosecution of any issuance or renewals thereof which in the opinion of counsel for ASSIGNEE, may deem necessary or expedient.

IN WITNESS WHEREOF, the undersigned have set their signatures effective as of the date first above written.

Duquesne Corporation

Salton/Maxim Housewares, Inc.

By:


David Sabia, Managing Partner

By:

Leon Dreimann, President