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12-19-2003
U.S. Patent & TMO/c/TM Mail Rpt Dt. #74

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

1. Name of conveying party(ies):
Franke (Heshan) Kitchen Equipment Co. Ltd.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other Chinese corporation

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

2. Name and address of receiving party(ies)
Name: Niro-Plan AG
Internal
Address: _____
Street Address: Dorfbachstrasse 2
City: 4663 Aarburg State: _____ Zip: SWITZERLND

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

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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: 11/20/2003

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) _____

Additional number(s) attached Yes No

B. Trademark Registration No.(s) 2,747,942

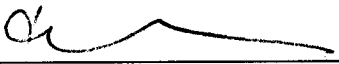
5. Name and address of party to whom correspondence concerning document should be mailed:
Name: James L. Bikoff, Esq.
Internal Address: Silverberg, Goldman & Bikoff,
L.L.P.
Street Address: 1101 30th Street, NW
Georgetown Place - Suite 120
City: Washington State: DC Zip: 20007

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
50-0995

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9. Signature.
Darlene S. Klinksieck  December 19, 2003
Name of Person Signing Signature Date

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

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

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

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TRADEMARK
REEL: 002896 FRAME: 0181

**TRADEMARK ASSIGNMENT
AGREEMENT**

WHEREAS, FRANKE (HESHAN) KITCHEN EQUIPMENT CO. LTD., a Chinese corporation having an address at 318 Yinglang Industrial Zone Shaping Town, Heshan Guangdong, 529700, China (hereinafter "ASSIGNOR"), has adopted and used in commerce with the United States the mark **PRECIT & Design** and is the owner of the mark and U.S. Trademark Registration No. 2,747,942 thereof, as well as any common law rights to the mark (hereinafter "the Mark"); and

WHEREAS, ASSIGNEE NIRO-PLAN AG, a Swiss company having an address at Dorfbachstrasse 2, 4663 Aarburg, Switzerland (hereinafter "ASSIGNEE"), is desirous of becoming the owner by assignment of the Mark as well as U.S. Trademark Registration No. 2,747,942, and any and all rights to the Mark that are currently owned by ASSIGNOR; and

WHEREAS, ASSIGNOR desires to transfer to ASSIGNEE any and all right, title, interest and goodwill it holds in and to the Mark as well as U.S. Trademark Registration No. 2,747,942;

NOW, THEREFORE,

1. ASSIGNOR warrants that it is the owner of the Mark as well as U.S. Trademark Registration No. 2,747,942; that said U.S. Trademark Registration is currently valid; that it has used the Mark since the dates of first use recited in U.S. Trademark Registration No. 2,747,942 and that such use has not been abandoned; and that there is no challenge to the ownership pending and not resolved.

2. ASSIGNOR warrants that no security interest is presently outstanding in favor of any third party with respect to any of its rights in the Mark or U.S. Trademark Registration No. 2,747,942.

3. ASSIGNOR agrees to provide any documentation or assistance that ASSIGNEE may reasonably request in securing and perfecting the rights to be transferred pursuant to this Agreement.

4. In consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR does hereby sell, assign and transfer to ASSIGNEE, its successors and assigns, all rights, title and interest in and to the Mark as well as U.S. Trademark Registration No. 2,747,942, including any common law rights possessed in the Mark, together with all of the goodwill of the business symbolized by the Mark.

5. ASSIGNOR further assigns to ASSIGNEE all rights to damages or profits, due or accrued, arising out of past infringement of the Mark or injury to the goodwill connected with the use of the Mark.

6. This Agreement represents the entire agreement between the parties regarding assignment of the Mark, and it supersedes any prior oral or written agreement or understanding between the parties on that subject.



7. This Agreement is binding upon the parties, as well as their successors, assigns, officers and all those in concert or privity with them.

8. The assignment contemplated herein shall be deemed effective as of the date indicated below.

**FRANKE (HESHAN) KITCHEN
EQUIPMENT CO. LTD. (Assignor)**

By: _____

Name: _____

Title: _____

Date: November 20, 2003

