

05-18-1998



U.S. DEPARTMENT OF

Patent and Trademark Office

To the Honorable Commissioner

100713828

attached original documents or copy thereof.

1. Name of Conveying party(ies):

ROGER A. KANE

5-1-98

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

Name: **PROTEX INTERNATIONAL CORP.**

Internal Address:

Street Address: **180 KEYLAND COURT**

City: **BOHEMIA** Country: **NEW YORK** Zip: **11716**

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

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

3. Nature of conveyance:

☒ Assignment

☐ Merger

☐ Security Agreement

☐ Change of Name

☐ Other

Execution Date: **04/23/98**

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

If this document is being filed together with a new application, the execution date of the application is: \_\_\_\_\_

A. Patent Application No.(s)

U.S. Serial No. 08/885,726 filed June 30, 1997

U.S. Serial No. 08/943,200 filed October 3, 1997

B. Patent No.(s)

U.S. Patent No. 5,726,627 issued March 10, 1998

U.S. Patent No. 5,699,591 issued December 23, 1997

Additional numbers attached? ☐ Yes ☒ No

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

Name: **Collard & Roe, P.C.**

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

Street Address: **1077 Northern Boulevard**

City: **Roslyn** State: **NY** ZIP: **11576**

6. Total number of applications and patents involved: **4**

7. Total fee (37 CFR 3.41): ..... \$ **160.00**

☐ Enclosed

☒ Authorized to be charged to deposit account

8. Deposit account number: **03-2468**

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

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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.

**ALLISON C. COLLARD**

Name of Person Signing

Signature

**April 29, 1998**

Date

Total number of pages including cover sheet, attachments, and document: **3**

PATENT

REEL: 9157 FRAME: 0690

## ASSIGNMENT

WHEREAS, the undersigned, Roger A. Kane, an individual having a place of business at 645-A Hembree Parkway, Roswell, Georgia 30076 (hereinafter called "ASSIGNOR") is the owner of record or by assignment duly recorded in the United States Patent and Trademark Office at the Reel and Frames indicated below of the following United States Letters Patent and patent applications (hereinafter called the "Patent Properties"):

<u>Application or Patent Number and Date of Filing or Issue</u>	<u>Named Inventors</u>	<u>Reel and Frame</u>
U.S. Patent No. <u>5,726,627</u> issued <u>March 10, 1998</u>	Roger A. Kane, Glen D. Dell	7676/0200
U.S. Serial No. <u>08/885,726</u> filed <u>June 30, 1997</u>	Roger A. Kane, Glen D. Dell	7676/0200
U.S. Patent No. <u>5,699,591</u> issued <u>December 23, 1997</u>	Roger A. Kane	--
U.S. Serial No. <u>08/943,200</u> filed <u>October 3, 1997</u>	Roger A. Kane	--

ASSIGNOR has reviewed all the documents in the chain of title identified above and title is in the ASSIGNOR.

WHEREAS, Protex International Corp., a corporation organized and existing under the laws of the State of New York, and having a place of business at 180 Keyland Court, Bohemia, New York 11716 (hereinafter called "ASSIGNEE"), is desirous of acquiring the entire right, title and interest for the United States, its territories, dependencies and possessions, in and to said Patent Properties, and in and to any and all Letters Patent which may be granted therefor or thereon, and any confirmations, divisions, continuations, reexaminations, reissues or extensions thereof, together with the goodwill related thereto;

Now, To All Whom It May Concern: Be it known that for and in consideration of the sum of One Dollar (\$1.00), to ASSIGNOR in hand paid by ASSIGNEE, and for other good and valuable consideration moving from ASSIGNEE to ASSIGNOR, the receipt and sufficiency of all of which is hereby acknowledged, ASSIGNOR has sold, assigned, transferred and set over, and does hereby sell, assign, transfer and set over, unto ASSIGNEE, its successors and assigns, the entire right, title and interest for the United States, its territories, dependencies and possessions, in and to said Patent Properties, and in and to any and all Letters Patent which may be granted therefor or thereon, and any confirmations, divisions, continuations, reexaminations, reissues or extensions thereof, together with the goodwill related thereto; the same to be held and enjoyed by ASSIGNEE, its successors and assigns, to the full end of the term or terms for which any and all such Letters Patent may be granted, as fully and entirely as the same would have been held and enjoyed by ASSIGNOR had this assignment and sale not been made, together with all claims for damages by reason of past infringement of said Patent Properties with the right to sue for and collect the same for its own use and for the use of its successors, assigns and other legal representatives.

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April 18, 1998 12:56 pm

PATENT  
REEL: 9157 FRAME: 0691

ASSIGNOR hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States to issue any and all Letters Patent of the United States resulting from said Patent Properties and any confirmations, divisions, continuations, reexaminations, reissues or extensions thereof, to ASSIGNEE, its successors or assigns.

ASSIGNOR hereby warrants and covenants that he has the full and unencumbered right to sell and assign the interests herein sold and assigned and that he has not executed and will not execute any document or instrument in conflict herewith.

ASSIGNOR further covenants and agrees that at any time upon request of ASSIGNEE, its successors, legal representatives or assigns he will communicate to ASSIGNEE, its successors, legal representatives or assigns all information known to him relating to the Patent Properties and that he will execute and deliver all papers, make all rightful oaths, testify in any legal proceedings and perform all other lawful acts deemed necessary or desirable by ASSIGNEE, its successors, legal representatives or assigns: (i) to perfect title to the Patent Properties, including divisions and continuations thereof and to any and all Letters Patent which may be granted therefor or thereon, including reissues or extensions, in ASSIGNEE, its successors or assigns; (ii) to assist ASSIGNEE, its successors, legal representatives or assigns in obtaining, maintaining, confirming or enforcing by reissue or reexamination a grant of a valid United States Patent to ASSIGNEE on said Patent Properties; and (iii) to assist ASSIGNEE in connection with any interference which may be declared concerning said Patent Properties and any Letters Patent which may be granted therefor or thereon, or any confirmation, division, continuation, reexamination or reissue thereof, and to cooperate with ASSIGNEE in every way possible in obtaining evidence and going forward with respect to such interference.

ASSIGNOR agrees, upon request of ASSIGNEE, its successors, legal representatives or assigns, 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.

ASSIGNOR hereby grants the firm of COLLARD & ROE, P.C., 1077 Northern Boulevard, Roslyn, New York 11576, U.S.A., the power to insert in this Assignment any further identification which may be necessary or desirable to comply with the rules of the United States Patent and Trademark Office for recordation of this Assignment.

This Assignment is effective as of the 23 day of April, 1998.

  
Roger A. Kane

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April 18, 1998 12:56 pm