

09-17-1998

EET

U.S. DEPARTMENT OF COMMERCE

(Rev. 6-93)



Patent and Trademark Office

To the Honorable Commissioner of P

100830913

ached original documents or copy thereof.

1. Name of conveying party(ies):

Roland E. Flick *man 9-1-98*

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

Name: Gaymar Industries, Inc.

Internal Address: _____

Street Address: 10 Centre Drive

City: Orchard Park State: NY ZIP: 14127

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

Additional name(s) and address(es) attached? Yes No

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other _____

Execution Date: August 31, 1998

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: September 1, 1998

A. Patent Application No.(s)

B. Patent No.(s)

Additional Numbers attached? Yes No

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

Name: Kevin D. McCarthy, Esq.

Hodgson, Russ, Andrews, Woods & Goodyear

Internal Address: Intellectual Property Law Section

09/15/1998 JSH:RZZ 00000001 09144703

01 FC:581 40.00 DP

Street Address: 1800 One M&T Plaza

City: Buffalo State: NY ZIP: 14203

6. Total number of applications and patents involved:

1

7. Total fee (37 CFR 3.41)..... \$40.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

08-2442

(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.

Kevin D. McCarthy, Reg. No. 35,278

Name of Person Signing

Kevin D. McCarthy
Signature

September 1, 1998

Date

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

2

Mail documents to be recorded with required cover sheet information to:
Commissioner for Patents and Trademarks, Box Assignments
Washington, D.C. 20231

PATENT
REEL: 9448 FRAME: 0074

ASSIGNMENT

In consideration of One Dollar (\$1.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, ROLAND E. FLICK, the undersigned

Hereby sells, assigns and transfers to GAYMAR INDUSTRIES, INC.,

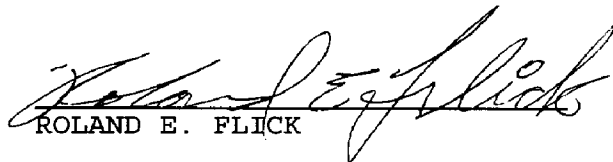
a corporation of The State of New York having a place of business at 10 Centre Drive, Orchard Park, New York 14127, its successors, assigns and legal representatives, the entire right, title and interest for the United States and all foreign countries, in and to any and all improvements which are disclosed in the application for United States Letters Patent, which has been executed by the undersigned concurrently herewith and is entitled HEEL CARE DEVICE AND METHOD, and in and to said application and all divisional, continuing, substitute, renewal, reissue, and all other applications for Letters Patent which have been or shall be filed in the United States and all foreign countries on any of said improvements; and in and to all original and reissued patents which have been or shall be issued in the United States and all foreign countries on said improvements;

Agree that said Assignee may apply for and receive Letters Patent for said improvements in its own name; and that, when requested, without charge to but at the expense of said Assignee, its successors, assigns and legal representatives, to carry out in good faith the intent and purpose of this assignment, the undersigned will execute all divisional, continuing, substitute, renewal, reissue, and all other patent applications on any and all said improvements; execute all rightful oaths, assignments, powers of attorney and other papers; communicate to said Assignee, its successors, assigns, and representatives, all facts known to the undersigned relating to said improvements and the history thereof; and generally do everything possible which said Assignee, its successors, assigns or representatives shall consider desirable for aiding in securing and maintaining proper patent protection for said improvements and for vesting title to said improvements and all applications for patents and all patents on said improvements, in said Assignee, its successors, assigns and legal representatives; and

Covenant with said Assignee, its successors, assigns and legal representatives that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by the undersigned, and that full right to convey the same as herein expressed is possessed by the undersigned.

Date

8-31-98


ROLAND E. FLICK