

# ASSIGNMENT RECORDATION FOR

06-30-1999



101082428

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

1. Name of conveying party(ies):  
  
Michael J. Koledin

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

3. Nature of conveyance:

☐ Assignment  
☐ Merger  
☒ Security Agreement  
☐ Change of Name  
☐ Other \_\_\_\_\_

Execution Date: June 9, 1999

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

Alston & Bird LLP  
1211 East Morehead Street  
Charlotte, North Carolina 28204

Mayer, Brown & Platt  
Bank of America Corporate Center  
100 North Tryon Street  
Suite 2400  
Charlotte, North Carolina 28202

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

6-28-99

4. Application No. \_\_\_\_\_ Patent No. 5,865,773

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

Additional numbers attached? Yes ☐ No ☒

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

J. Lynn Thorneburg  
ALSTON & BIRD LLP  
P. O. Drawer 34009  
Charlotte, NC 28234-4009

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: 16-0605

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.*

J. Lynn Thorneburg  
Name of Person Signing

*[Signature]*  
Signature

6/25/99  
Date

06/29/1999 MTHA11 00000237 5865773

01 EC:581

Total number of pages including cover sheet, attachments and document: 5

#4373136

# Patent Collateral Assignment and Security Agreement

State of North Carolina                     )  
   )  
County of Mecklenburg                     )

**Whereas**, Michael J. Koledin (the "Assignor"), is the inventor of the patent issued by the United States Patent and Trademark Office as set forth on Schedule A attached hereto (the "Patent");

**Whereas**, the Assignor is the sole owner of the entire right, title and interest in and registration thereof;

**Whereas**, the Assignor and Kohlbrat & Bunz Corporation, a North Carolina corporation ("K&B"), in which the Assignor owns a 25% common stock interest have engaged each of the laws firms of Alston & Bird LLP and Mayer, Brown & Platt (collectively, the "Secured Parties") to provide legal services with respect to certain litigation and general corporate matters, payment in respect of which shall be referenced herein as the "Obligations"; and

**Whereas**, the Assignor has agreed to assign to the Secured Parties, for the joint benefit of the Secured Parties, and to grant to the Secured Parties, for the joint benefit of the Secured Parties, a continuing security interest in, and a continuing lien on, all of the Assignor's right, title and interest in and to the following (collectively the "Patent Collateral"):

- (1) the patent and the issuance thereof;
- (2) licenses of the foregoing;
- (3) licenses to use the Patent where the Assignor is the licensee;
- (4) renewals thereof;
- (5) income, royalties, damages and payments now or hereafter due and/or payable with respect thereto, including, without limitation, damages, claims and payments for past and future infringements thereof;
- (6) rights to sue for present and future infringements thereof, including the right to settle suits involving claims and demands for royalties owing; and
- (7) all rights corresponding to any of the foregoing throughout the world to the extent the Assignor is the owner or licensee of such rights

to secure the payment and performance of the Obligations.

Now, therefore, for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the Assignor does hereby assign to the Secured Parties, for the benefit of the Secured Parties, and grants to the Secured Parties, for the benefit of the Secured Parties, a continuing security interest in and a continuing lien on, the Patent Collateral as security for the payment of the Obligations.

In witness whereof, the Assignor has duly executed this document as of June 4, 1999.

ASSIGNOR

By:

  
Michael J. Koledin

State of North Carolina                   )  
  )  
County of Mecklenburg                   )

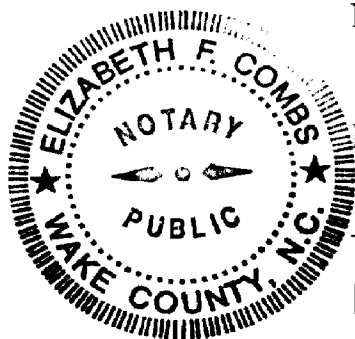
On this 9<sup>th</sup> day of June, 1999, before me personally came Michael J. Koledin, to me known, who, being by me duly sworn, did depose and say that he executed the foregoing instrument.

Given under my hand this 9<sup>th</sup> day of June, 1999.

Notary Public:

Elizabeth F. Combs

Name: Elizabeth F. Combs  
(Print or Type)



My commission expires:

**My Commission Expires 10-9-2000**

[Notarial Seal]

Schedule A

Patent

<u>Title</u>	<u>Patent No.</u>	<u>Issue Date</u>
Cervical Extrication Collar	5,865,773	February 2, 1999

CLT01/4370985v1

RECORDED: 06/28/1999

PATENT  
REEL: 010052 FRAME: 0486