

08/10/99

08-18-1999

FORM PTO-1595
(Rev. 6-93)
OMB No. 0651-0011 (exp. 4/94)

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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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

1. Name of conveying parties:

Larry R. Horning

Additional name(s) & party(ies) attached? Yes No

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

Name: Larry R. Horning and
Shirley J. Horning

Internal Address:

Street Address:

41 North Briarcliff Road

City: Mountain Lakes, State: NJ Zip: 07046

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

3. Nature of conveyance:

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

Execution Date: 08/09/98

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: 08/09/99

A. Patent Application No.(s)

09/371314

B. Patent No.(s)

Additional numbers attached? Yes No

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

Name: Ernest D. Buff, Esq.

Internal Address:

Riker, Danzig, Scherer, Hyland & Perretti LLP

Street Address:

Headquarters Plaza

One Speedwell Avenue

City: Morristown State: NJ Zip: 07962

6. Total number of applications and patents involved:

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

- Enclosed
- Authorized to be charged to deposit account ✓

8. Deposit account number:

50-0444

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.

Ernest D. Buff

Name of Person Signing

Signature

8/9/99

Date

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

ASSIGNMENT

Assignment before issue of Letters Patent

Docket No. 17560-1

WHEREAS. I. Larry R. Horning a resident of Mountain Lakes, County of Morris, State of New Jersey (hereinafter "Assignor") have invented certain new and useful improvements in **BANDAGE FOR APPLICATION OF THERAPEUTIC COLD OR HEAT TREATMENTS TO INJURIES** (hereinafter "invention") for which Assignor is making or has made application for LETTERS PATENT OF THE UNITED STATES, which application has been duly executed by Assignor on the day(s) and date(s) of these presents.

AND WHEREAS, Larry R. Horning and Shirley J. Horning residing at 41 North Briarcliff Road, Mountain Lakes, New Jersey, U.S.A. hereinafter called the Assignees, are desirous of acquiring the entire right, title and interest in and to said invention within the United States of America and its territorial possessions and all foreign countries and any United States or foreign LETTERS PATENT that may be granted therefor.

NOW, THIS INDENTURE WITNESSETH, that for good and valuable considerations, the receipt whereof is hereby acknowledged, Assignor has assigned, sold and transferred, and does hereby assign, sell and transfer to the said Assignees the entire right, title and interest in and to the said invention, within the United States of America and its territorial possessions and all foreign countries and in and to any LETTERS PATENT of the United States and foreign countries, including utility models, inventor's certificates and like government grants, and all divisions, reissues, continuations and extensions thereof that may be granted therefor, and the right to apply for LETTERS PATENT in foreign countries with full benefit of such priorities as may now or hereafter be granted to Assignor by local laws or by treaty, including any international convention, for the protection of industrial property, together with the right to extend the protection of said U.S. LETTERS PATENT to the various territorial possessions now owned or which may be hereafter acquired by the United States of America, all said rights to be held and enjoyed by the Assignees for its own use and benefit, and for the use and benefit of its successors or assigns, to the full end of the term for which said LETTERS PATENT may be granted, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made. And Assignor does hereby request and authorize the Commissioner of Patents and Trademarks, U.S.A., to issue said U.S. LETTERS PATENT, when granted, in accordance with this assignment.

Assignor further covenants and agrees with the Assignees that Assignor has a full and unencumbered title to the invention hereby assigned, which title Assignor warrants unto the Assignees, and Assignor further agrees that Assignor will, without demanding any further consideration therefor, at the request but at the expense of the Assignees, do all lawful and just acts, including the execution and acknowledgment of instruments, that may be or become necessary for obtaining, sustaining, extending, reissuing or reexamining United States and foreign LETTERS PATENT or the like for the said invention, and for maintaining and perfecting the Assignees' right to said invention and LETTERS PATENT particularly in cases of interference, conflict, opposition and litigation.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 9th day of August, 19 99
Larry R. Horning
Larry R. Horning

IN TESTIMONY WHEREOF, I have hereunto set my hand this _____ day of _____, 19 _____

IN TESTIMONY WHEREOF, I have hereunto set my hand this _____ day of _____, 19 _____

STATE OF New Jersey)
) ss.:
COUNTY OF Morris)

On this 9th day of August, 19 99 before me personally appeared

Larry R. Horning

to me known and known to me to be the individual _____ described in and who executed the foregoing instrument,
and _____ he _____ acknowledged to me that _____ he _____ executed the same.

[SEAL]

Muriel Fleming

Notary Public

My commission expires: **MURIEL FLEMING**

**A Notary Public of New Jersey
My Commission Expires March 31, 2000**

STATE OF _____)
) ss.:
COUNTY OF _____)

On this _____ day of _____, 19 _____ before me personally appeared

to me known and known to me to be the individual _____ described in and who executed the foregoing instrument,
and _____ he _____ acknowledged to me that _____ he _____ executed the same.

[SEAL]

Notary Public

My commission expires:

STATE OF _____)
) ss.:
COUNTY OF _____)

On this _____ day of _____, 19 _____ before me personally appeared

to me known and known to me to be the individual _____ described in and who executed the foregoing instrument,
and _____ he _____ acknowledged to me that _____ he _____ executed the same.

[SEAL]

Notary Public

My commission expires: