

12-13-1999

RE

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office



101221127

To the Honorable Commissioner of Patent

Final documents or copy thereof.

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1. Name of conveying party(ies):

Robert T. Bayer, Brian G. Hoge,
David G. Pasternack, William F. Church,
James F. Whitaker and Stephen R. Everson

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

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

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

Name: American Threshold Industries, Inc.
Address: P.O. Box 1209
240 Sardis Road

City: Enka State: NC ZIP: 28728

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State North Carolina
- Other

3. Nature of Conveyance:

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

Execution Date: November 17, 1999 and November 22, 1999

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

If this document is being filed with a new application, the execution date of the application is: November 16, 17 & 22, 1999

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: David M. Carter
Address: Carter & Schnedler, P.A.
56 Central Avenue, Suite 103
P.O. Box 2985
City: Asheville State: NC ZIP: 28802

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:

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

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.

David M. Carter
Name of Person Signing

Signature

11/30/99
Date

Total number of pages comprising cover sheet: 1

DEED OF ASSIGNMENT

WHEREAS, we, Robert T. Bayer, Brian G. Hoge, David G. Pasternack, William F. Church, James F. Whitaker and Stephen R. Everson, have invented certain new and useful improvements in FOUR EDGE SEALED STERILIZATION WRAP AND METHOD FOR STERILIZING AN ARTICLE (Docket ATI-33), for which we have executed an application for United States Letters Patent on even dates adjacent to our respective signatures below, and

WHEREAS, American Threshold Industries, Inc., a corporation organized and existing under and by virtue of the laws of the State of North Carolina, with its principal office and place of business at P.O. Box 1209, Enka, North Carolina 28728 (hereinafter referred to as "ATI"), is desirous of acquiring the entire right, title and interest in and to said application and the invention therein disclosed, described and claimed; in any and all continuations and divisions of said application; in any and all Letters Patent of the United States of America which may issue from said application or continuations or divisions thereof, including any and all reissue or reissues, of such Letters Patent; and, in any and all foreign applications corresponding to said application or applications, and such foreign Letters Patent which may issue therefrom.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN, BE IT KNOWN, that for and in consideration of \$10.00 and other good and valuable consideration, we, the said Robert T. Bayer, Brian G. Hoge, David G. Pasternack, William F. Church, James F. Whitaker and Stephen R. Everson, have bargained, sold, assigned, transferred and set over, and by these presents do hereby bargain, sell, assign, transfer and set over unto the said ATI, its successors and assigns, the entire right, title and interest in and to said application for Letters Patent, and the invention therein disclosed, described and claimed; in any and all continuations and divisions of said application; in any and all Letters Patent of the United States of America which may issue from said application or continuations or divisions thereof, including any and all reissue or reissues of such Letters Patent; and, in any and all foreign applications corresponding to said application or applications, and such foreign Letters Patent which may issue therefrom; the Letters Patent which may issue from said invention to be held and enjoyed by ATI for its own use and behoof, and or the use and behoof of its successors, assigns or other legal representatives, to the full end of the term or terms for which said Letters Patent may be granted, reissued or extended, as fully and entirely as the same would have been held and enjoyed by us if this assignment and sale had not been made.

And we hereby authorize the Commissioner of Patents to issue any and all Letters Patent of the United States of America for said invention, or resulting from said application or applications

therefor, to the said ATI as the assignee of the entire right, title and interest in and to the said application and invention.

And we further hereby assign unto ATI, its successors and assigns, the priority rights deriving from said application or applications and grant the right to file foreign applications corresponding thereto, whether claiming convention priority or not.

And we further covenant and agree that we will at any time, upon request, execute and deliver any and all papers that may be necessary or desirable to perfect the title to said invention, said applications, whether foreign or domestic, or any Letters Patent that may be granted for said invention, in ATI, its successors, assigns or other legal representatives, and that if ATI, its successors, assigns or other legal representatives, desire to file divisions or continuations of said applications, or to secure reissues of Letters Patent for said invention, we will, upon request, sign all papers, make all rightful oaths, and do all legal acts necessary and requisite for the application for such divisions, continuations or reissues and the procuring thereof.

And we further covenant and agree that we will at any time, upon request, communicate to ATI, its successors, assigns or other legal representatives, any facts relating to the said invention and Letters Patent, or the history thereof known to us, and will testify as to the same in any interference or litigation when requested to do so.

IN WITNESS WHEREOF, we have hereunto set our hands and seals.


ROBERT T. BAYER

Date: 11/22/99

State of North Carolina

ss:

County of Buncombe

Before me personally appeared said Robert T. Bayer and acknowledged the foregoing instrument to be his free act and deed this 22nd day of November, 1999.


Signature of Notary Public

My Commission Expires:

EILEEN B. BARKER
MY COMMISSION EXPIRES
MAY 29, 2000

Brian G. Hoge
BRIAN G. HOGE

Date: 11/17/99

State of North Carolina

SS:

County of Buncombe

Before me personally appeared said Brian G. Hoge and acknowledged the foregoing instrument to be his free act and deed this 17th day of November, 1999.

Eileen B. Barker
Signature of Notary Public

My Commission Expires:

~~EILEEN B. BARKER
MY COMMISSION EXPIRES
MAY 29, 2000~~

David G. Pasternack
DAVID G. PASTERNAK

Date: 11/22/1999

State of North Carolina

SS:

County of Buncombe

Before me personally appeared said David G. Pasternack and acknowledged the foregoing instrument to be his free act and deed this 22nd day of November, 1999.

Eileen B. Barker
Signature of Notary Public

My Commission Expires:

~~EILEEN B. BARKER
MY COMMISSION EXPIRES
MAY 29, 2000~~

William F. Church
WILLIAM F. CHURCH

Date: 11/17/99

State of North Carolina

SS:

County of Buncombe

Before me personally appeared said William F. Church and acknowledged the foregoing instrument to be his free act and deed this 17th day of November, 1999.

Eileen B. Barker
Signature of Notary Public

My Commission Expires:

~~EILEEN B. BARKER
MY COMMISSION EXPIRES
MAY 29, 2000~~

James F. Whitaker
JAMES F. WHITAKER

Date: 11-17-99

State of North Carolina

SS:

County of Buncombe

Before me personally appeared said James F. Whitaker and acknowledged the foregoing instrument to be his free act and deed this 17th day of November, 1999.

Eileen B. Barker
Signature of Notary Public

My Commission Expires:

~~EILEEN B. BARKER
MY COMMISSION EXPIRES
MAY 29 2000~~

Stephen R. Everson

STEPHEN R. EVERSON

Date: 11/17/99

State of North Carolina

ss:

County of Buncombe

Before me personally appeared said Stephen R. Everson and acknowledged the foregoing instrument to be his free act and deed this 17th day of November, 1999.

Eileen B. Barker
Signature of Notary Public

My Commission Expires:

~~EILEEN B. BARKER
MY COMMISSION EXPIRES
MAY 29, 2000~~

C:\DMC\ASSIGN\ATI-33