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01-26-2001

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

1.5.01

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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 party(ies):

ROBERT T. GUNN

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

3. Nature of conveyance:

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

Execution Date: SEPTEMBER 1, 2000

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

Name: NEWCO FRICTION TECHNOLOGIES

~~Internal Address:~~ CORP.

Street Address: _____

192 Lexington Avenue, Suite 903

City: New York State: NY ZIP: 10017

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

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)

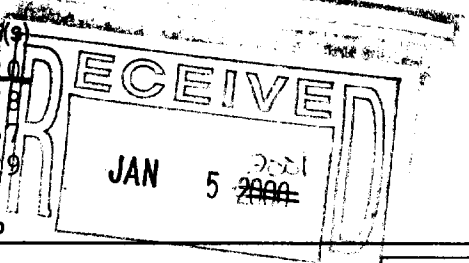
B. Patent No.(s)

5590420

5752278

5829057

6061829

Additional numbers attached? ☐ Yes ☒ No

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

Name: DAVID NEWMAN

Internal Address: _____

01/25/2001 6TON11 00000198 140783 5590420

01 FC:581 160.00 CH

Street Address: P. O. BOX 2728

City: LAPLATA State: MD ZIP: 20646

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:

14-0783

(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 B. Newman, Jr.

Name of Person Signing

Signature

Jan. 4, 2001

Date

Total number of pages comprising cover sheet:

1

Reg No 30,966

PATENT
REEL: 011442 FRAME: 0913

PATENT ASSIGNMENT AND ASSUMPTION AGREEMENT dated as of September 1, 2000 among Robert T. Gunn ("RTG"), an individual residing at 360 East 65th Street, New York, New York, and Newco Friction Technologies Corp. ("Newco"), a Delaware corporation.

WHEREAS, RTG is the owner of U.S. Patents Nos. 5590420, 5752278, 5829057 and 6061829 (the "U.S. Patents ") which were acquired from Robert T. Gunn on January 1, 2000 (and all international patents and patent applications based on such U.S. Patents, collectively, the "Patents "); and

WHEREAS, RTG has, directly or indirectly, the right, title and ownership of the trademarks listed on Exhibit A hereto (the "Trademarks");and

WHEREAS, RTG has agreed to sell to Newco the Patents and the Trademarks,

NOW, THEREFORE, in consideration of the premises and covenants herein contained, the receipt and sufficiency of which the parties hereby agree, the parties covenant and agree as follows:

1. As of the date hereof, RTG hereby sells, assigns, conveys and transfers to Newco the Patents and the Trademarks, and all related rights of every kind, nature, character and description, whether tangible or intangible, and Newco agrees to purchase and acquire the Patents and the Trademarks, and pay to RTG \$1,000 in consideration for such sale, transfer and assignment.

2. RTG represents that the Patents and the Trademarks are, on the date hereof, being sold, assigned, conveyed and transferred to Newco free of all claims, liens, restrictions and encumbrances or interferences except that the use of the Patents in a Field of Use involving "knitted or woven sock products (for men, women and children) of all types, including

socks used for athletic, recreational, commercial, military or medical purposes, and for casual wear; the term 'socks' means coarse grain footwear items" is the subject of a Security Agreement dated as of April 20, 1998 in favor of JPBE Investments II, LLC ("JPBE Investments") and related Collateral Assignment of Contracts/Licenses dated as of April 20, 1998 in favor of JPBE Investments (such licenses and pledges collectively called the "License "). Except for the License, no party, on the date hereof, has any rights (a "Third Party Right"), for compensation or otherwise, to use, license or acquire any possession or ownership interest in the Patents or the Trademarks or any right to receive any payment from Newco, or any right to share in any revenue arising with respect to the use of the Patents or the Trademarks.

3. RTG acknowledges and agrees that there are no financial obligations owing to RTG as of the date hereof with respect to the Patents or the Trademarks.

4. RTG agrees to execute, acknowledge, deliver, file record and publish such further certificates, instruments, agreements and other document and to take (at its expense) all such further action as may be required in connection with the consummation of the transactions contemplated by this Agreement, or which are necessary or appropriate to further confirm Newco's rights with respect to the Patents or the Trademarks or any other matter contemplated by this Agreement.

5. This Agreement shall be governed by Delaware law, and any dispute or controversy shall be exclusively determined by Delaware courts.

6. This Agreement constitutes the entire agreement, and supercedes all prior agreements between the parties with respect to the subject matter hereof. No change or modifications of this Agreement shall be valid and binding on either party unless set forth in a writing signed by all parties.

7. Any provisions of this Agreement that are held by a court of competent jurisdiction to violate applicable law shall be limited or nullified only to the extent necessary to bring the Agreement within the requirements of such law.

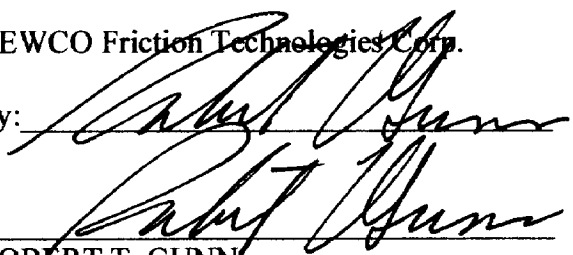
8. The parties herein represent and warrant this Agreement shall be binding upon the parties for purposes herein expressed and that all requisite approval and authority to execute this Agreement has been obtained prior to the parties' execution of this Agreement.

9. This Agreement, or any amendment thereto or any resolutions or written consents made in connection therewith, may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which, when taken together, constitute one and the same document. The signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart. Further, any counterpart signature may be executed by any or all parties to this Agreement hereto and delivered by facsimile and all such facsimile copies shall be deemed originals.

IN WITNESS WHEREOF, the parties have attached their hands as of the date hereinbefore set forth.

NEWCO Friction Technologies Corp.

By:


ROBERT T. GUNN