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Conveying Party(ies) [ ] Mark if additional names of conveying parties attached

Name (line 1): Thomas M. McDaniel — Execution Date: Month 01 Day 16 Year 2001

Name (line 2):

Second Party

Name (line 1): D. Scott Coley — Execution Date: Month 01 Day 16 Year 2001

Name (line 2):

Receiving Party [ ] Mark if additional names of receiving parties attached

Name (line 1): Bernhardt, L.L.C.

Name (line 2): Post Office Box 740

Address (line 1): 1839 Morganton Blvd.

Address (line 2):

Address (line 3): Lenoir (City) NC (State/Country) 28645 (Zip Code)

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Correspondent Name and Address Area Code and Telephone Number (336) 273-4422

Name: Howard A. MacCord, Jr.

Address (line 1): RHODES & MASON, P.L.L.C.

Address (line 2): Post Office Box 2974

Address (line 3): Greensboro, NC 27402

Address (line 4):

Pages

Enter the total number of pages of the attached conveyance document including any attachments # 5

Application Number(s) or Patent Number(s) ☐ Mark if additional numbers attached.

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Patent Application Number(s)			Patent Number(s)		

If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named executing inventor. Month 01 Day 16 Year 2001

Patent Cooperation Treaty (PCT)

Enter PCT application number only if a U.S. Application Number as not been assigned.

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PCT ____ PCT ____ PCT ____

Number of Properties

Enter the total number of properties involved. # 1

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): $ 40.00

Method of Payment: **Enclosed** ☒ **Deposit Account** ☐

Deposit Account

Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: # 18-1164

Authorization to charge additional fees: Yes ☒ No ☐

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. Charges to deposit account are authorized, as indicated herein.

Donna Cottelli	Donna Cottelli	January 31, 2001
Name of Person Signing	**Signature**	**Date**

ASSIGNMENT

This Assignment made by us, Thomas M. McDaniel et al., a citizen of the United States of America, residing at 104 Woodside Street, City of Morganton, State of North Carolina, and D. Scott Coely, a citizen of the United States of America, residing at 3088 Village Drive, City of Morganton, State of North Carolina, hereinafter referred to as assignors.

WITNESSETH: That,

WHEREAS, we are the joint inventors of a new and original design for a **CHEST** for which we are about to make application for Letters Patent of the United States, and for which we have executed a declaration on the 16 day of January, 2001.

WHEREAS, Bernhardt, L.L.C., a corporation duly organized and existing under the laws of the State of North Carolina and having a principal place of business in Lenoir, North Carolina, hereinafter referred to as assignee, is desirous of acquiring the entire right, title and interest in and to said invention as described in the specification executed by us concurrently herewith, and any and all Letters Patent which shall be granted therefore;

NOW, THEREFORE, To All Whom It May Concern, be it known that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, we, the said assignors, have sold, assigned, transferred and set over unto the said assignee, its successors and assigns, the entire right, title and interest in and to the above-mentioned application and invention and in and to any and all Letters Patent of the United States which may hereafter be granted therefore, and in any and to any and all continuations, continuations-in-part, substitutions, divisions or reissues of said Letters Patent, the same to be held and enjoyed by the said assignee, for its interest, and for its own use and behalf, and the use and behalf of its successors and 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 us had this assignment and sale not been made.

And for the consideration aforesaid, we hereby covenant and agree to and with the said assignee, its successors and assigns, that at the time of the execution and delivery of these presents we are the joint and lawful owners of the entire right, title and interest in and to the invention, application and Letters Patent above-mentioned and that the same are unencumbered, and that we have good right and lawful authority to sell and convey the same in the manner herein set forth.

And for the consideration aforesaid, we hereby covenant and agree to and with the said assignee, its successors and assigns, that we will, whenever its counsel or the counsel of its successors and assigns, learned in the law, shall advise that an amendment, division, continuation, continuation-in-part, or substitution of, or any other proceeding in connection with said application, including interference proceedings, is lawful and desirable, sign all papers and drawings, take all rightful oaths, and do all acts necessary or required to be done for the procurement of valid Letters Patent for said invention, or for the reissue of the same without charge to our said assignee, its successors or assigns, but at its or their expense.

We hereby request the Assistant Director for Patents to issue the Letters Patent in accordance with this instrument.

For the consideration aforesaid, we have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto the said assignee, its successors, assigns or nominee, the entire right, title and interest in and to any and all Letters Patent for said invention which may be granted in countries foreign to the United States and in and to any applications for Letters Patent which may be filed for said invention in countries foreign to the

United States and in and to the invention described in said application; and we hereby authorize and empower the said assignee, its successors, assigns or nominees to apply for Letters Patent or other form of protection on said invention in its own name or in the name of its successor, assignee, or nominee, in any and all countries where it may desire to file such application and where said application may be filed by another than the inventor; and we hereby covenant and agree to sign all papers and drawings, take all rightful oaths, and do all acts necessary or required to be done for procurement of Letters Patent, or other form of protection, for said invention or inventions in countries foreign to the United States, and for further investing or confirming the right and title therein to the assignee, its successors, assignee, or nominee, without charge to our said assignee, its successor, assignee or nominee, but at its or their expense.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this the 16 day of January, 2001.

Thomas M. McDaniel et al.

D. Scott Cooley