

02-26-2001

FORM PTO-1595
(Rev. 6-93)
OMB No. 0651-0011 (exp. 4/94)
M&G- 8530.505US01



EET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

101620681

2.16.01

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

<p>1. Name of conveying party(ies):</p> <p>William M. Bostic Byron Owens</p>	<p>2. Name and address of receiving party(ies):</p> <p>Vesture Corporation 120 East Pritchard Street Asheboro, North Carolina 27203</p>
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Additional name(s) of conveying party(ies) attached? Yes No

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

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other: Addendum Agreement

Execution Date: January 30, 2001

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)

09/504,550

Additional numbers attached? Yes No

<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: Dennis R. Daley Address: Merchant & Gould P.C. P.O. Box 2903 Minneapolis, MN 55402-0903</p>		<p>6. Total number of applications and patents involved: 1</p> <p>7. Total fee (37 CFR 3.41): \$40.00 <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Please charge any additional fees or credit any overpayments to our Deposit account number: 13-2725</p>
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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.

Dennis R. Daley *Dennis R. Daley* February 8, 2001
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 7

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Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of information systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

02/26/2001 6TOM11 00000007 09504550
01 FC:581 40.00 DP

PATENT
REEL: 011528 FRAME: 0603

ASSIGNMENT

WHEREAS, William M. Bostic, residing at 1438 East Dixie Drive, Asheboro, North Carolina 27203 and Byron Owens, residing at 120 Pritchard Street, Asheboro, North Carolina 29302, (collectively referred to herein as "Assignors") made certain new and useful inventions and improvements for which Assignors filed an application for Letters Patent of the United States on February 15, 2000, application Serial No. 09/504,550 which is entitled APPARATUS AND METHOD FOR HEATED DELIVERY.

WHEREAS, on August 1, 2000, an assignment document for the above invention was recorded with the Patent and Trademark Office which inadvertently identified the Assignee as R.G. Barry Corporation ("R.G. Barry"), an Ohio Corporation having its principal place of business at 13405 Yarmouth Road NW, Pickerington, Ohio 43147.

AND WHEREAS, Vesture Corporation, a wholly owned subsidiary of R.G. Barry, and a corporation organized and existing under and by virtue of the laws of the State of North Carolina, and having an office and place of business at 120 East Pritchard Street, Asheboro, North Carolina 27203 is the proper Assignee (hereinafter "Assignee") and is desirous of acquiring the entire right, title and interest in and to said inventions, improvements and application and in and to the Letters Patent to be obtained therefor;

AND WHEREAS R.G. Barry, Assignee, and Assignors acknowledge and agree in the attached Addendum that the assignment document filed on August 1, 2000 incorrectly identified R.G. Barry as the assignee instead of Vesture Corporation, and that the assignment document filed on August 1, 2000 is and was null and void back to the date of its execution. Assignors now hereby agree to retroactively assign the entire right, title and interest in and to said inventions, improvements and application and in and to the Letters Patent to be obtained therefor, to Assignee;

NOW THEREFORE, to all whom it may concern, be it known that for and in consideration of the sum of One Dollar and other good and valuable considerations, the receipt and sufficiency whereof is hereby acknowledged, Assignors have sold, assigned, and transferred, and by these presents do sell, assign and transfer unto said Assignee, its successors or assigns, retroactive to the date of execution of the assignment document filed August 1, 2000, the entire right, title and interest for all countries in and to all inventions and improvements disclosed in the aforesaid application, and in and to the application, all divisions, continuations, or renewals thereof, all Letters Patent which may be granted

therefrom, and all reissues or extensions of such patents, and in and to any and all applications which have been or shall be filed in any foreign countries for Letters Patent on the inventions and improvements, including an assignment of all rights under the provisions of the International Convention, and all Letters Patent of foreign countries which may be granted therefrom; and Assignors do hereby authorize and request the Commissioner of Patents and Trademarks to issue any and all United States Letters Patent for the aforesaid inventions and improvements to the Assignee as the assignee of the entire right, title and interest in and to the same, for the use of the Assignee, its successors and assigns.

AND, for the consideration aforesaid, Assignors do hereby agree that Assignors and their successors and assigns will make, execute and deliver any and all other instruments in writing including any and all further application papers, affidavits, assignments and other documents, and will communicate to said Assignee, its successors and representatives all facts known to Assignors relating to said improvements and the history thereof and will testify in all legal proceedings and generally do all things which may be necessary or desirable more effectually to secure to and vest in said Assignee, its successors or assigns the entire right, title and interest in and to the improvements, inventions, applications, Letters Patent, rights, titles, benefits, privileges and advantages hereby sold, assigned and conveyed, or intended so to be.

AND, furthermore Assignors covenant and agree with said Assignee, its successors and assigns, that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by Assignors and that full right to convey the same as herein expressed is possessed by Assignors.

ASSIGNORS/INVENTORS:

IN TESTIMONY WHEREOF, I have hereunto set my hand this 30th day of

Jan, 2004.



William M. Bostic

STATE OF North Carolina)
COUNTY OF Danforth) ss.

On this 30th day of January, 2001, before me personally appeared to me known and known to me to be the person described in and who executed the foregoing instrument, and he duly acknowledged to me that he executed the same for the uses and purposes therein set forth.

[SEAL]

Linda P. Shute
Notary Public
LINDA P. SHUTE
NOTARY PUBLIC OF NORTH CAROLINA
MY COMMISSION EXPIRES 06-28-03

Tow, 2000. IN TESTIMONY WHEREOF, I have hereunto set my hand this 30th day of

[Signature]
Byron Owens

STATE OF North Carolina)
COUNTY OF Danforth) ss.

On this 30th day of January, 2001, before me personally appeared to me known and known to me to be the person described in and who executed the foregoing instrument, and he duly acknowledged to me that he executed the same for the uses and purposes therein set forth.

[SEAL]

Linda P. Shute
Notary Public
LINDA P. SHUTE
NOTARY PUBLIC OF NORTH CAROLINA
MY COMMISSION EXPIRES 06-28-03

ADDENDUM: AGREEMENT

WHEREAS, William M. Bostic, residing at 1438 East Dixie Drive, Asheboro, North Carolina 27203 and Byron Owens, residing at 120 Pritchard Street, Asheboro, North Carolina 29302, (collectively referred to herein as "Assignors") made certain new and useful inventions and improvements for which Assignors filed an application for Letters Patent of the United States on February 15, 2000, application Serial No. 09/504,550 which is entitled APPARATUS AND METHOD FOR HEATED DELIVERY.

WHEREAS, on August 1, 2000, an assignment document for the above invention was recorded with the Patent and Trademark Office which inadvertently identified the Assignee as R.G. Barry Corporation ("R.G. Barry"), an Ohio Corporation having its principal place of business at 13405 Yarmouth Road NW, Pickerington, Ohio 43147.

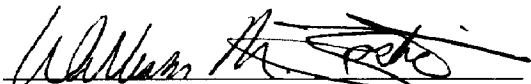
AND WHEREAS, Vesture Corporation, a wholly owned subsidiary of R.G. Barry, and a corporation organized and existing under and by virtue of the laws of the State of North Carolina, and having an office and place of business at 120 East Pritchard Street, Asheboro, North Carolina 27203 is the proper Assignee (hereinafter "Assignee") and is desirous of acquiring the entire right, title and interest in and to said inventions, improvements and application and in and to the Letters Patent to be obtained therefor;

NOW THEREFORE, to all whom it may concern, be it known that for and in consideration of the sum of One Dollar and other good and valuable considerations, the receipt and sufficiency whereof is hereby acknowledged, the above named Assignors, Assignee and R.G. Barry hereby agree that the previously recorded assignment to R.G. Barry Corporation filed for recordation on August 1, 2000 was made in error and is and was always null and void, and any and all rights recited in the null and void assignment should properly reside with Vesture Corporation.

ASSIGNORS/INVENTORS:

IN TESTIMONY WHEREOF, I have hereunto set my hand this 30th day of

 , 2000.



William M. Bostic

STATE OF North Carolina)
COUNTY OF Randolph) ss.

On this 30th day of January, 2001, before me personally appeared to me known and known to me to be the person described in and who executed the foregoing instrument, and he duly acknowledged to me that he executed the same for the uses and purposes therein set forth.

[SEAL]

Linda P. Shute
Notary Public
LINDA P. SHUTE
NOTARY PUBLIC OF NORTH CAROLINA
MY COMMISSION EXPIRES 06-28-03

IN TESTIMONY WHEREOF, I have hereunto set my hand this 30th day of Jan, 2001.

Byron C. Owens
Byron Owens

STATE OF North Carolina)
COUNTY OF Randolph) ss.

On this 30th day of January, 2001, before me personally appeared to me known and known to me to be the person described in and who executed the foregoing instrument, and he duly acknowledged to me that he executed the same for the uses and purposes therein set forth.

[SEAL]

Linda P. Shute
Notary Public
LINDA P. SHUTE
NOTARY PUBLIC OF NORTH CAROLINA
MY COMMISSION EXPIRES 06-28-03

R.G. BARRY CORPORATION

Date: February 2, 2001

By: Daniel D. Viren
Name: DANIEL D. VIREN
Title: SENIOR VICE PRESIDENT, CFO

STATE OF Ohio)
) ss.
COUNTY OF Fairfield)

On this 2 day of Feb, 2001, before me personally appeared to me known and known to me to be the person described in and who executed the foregoing instrument, and he duly acknowledged to me that he executed the same for the uses and purposes therein set forth.

[SEAL]

LaVerne K. Foe
Notary Public

LA VERNE K. FOE
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES
JULY 19, 2002
RECORDED IN FRANKLIN COUNTY

Date: 1/30/01

By: Gary F Hyatt
Name: GARY F HYATT
Title: President

STATE OF North Carolina)
) ss.
COUNTY OF Randolph)

On this 30th day of January, 2001, before me personally appeared to me known and known to me to be the person described in and who executed the foregoing instrument, and he duly acknowledged to me that he executed the same for the uses and purposes therein set forth.

[SEAL]

Linda P. Shute
Notary Public

LINDA P. SHUTE
NOTARY PUBLIC OF NORTH CAROLINA
MY COMMISSION EXPIRES 06-28-03