

03-15-2001



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10853 U.S. PTO
29/136636
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Conveying Party(ies)

Mark if additional names of conveying parties attached Execution Date
Month Day Year

Name (line 1) Brian E. Le Gette 01/11/1999

Name (line 2) _____

Second Party

Execution Date
Month Day Year

Name (line 1) James A. Waring 01/11/1999

Name (line 2) _____

29/136636

Receiving Party

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Name (line 1) Gray Matter Holdings, LLC

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment.)

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City State/Country Zip Code

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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 Day Year

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Number of Properties Enter the total number of properties involved. #

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

Method of Payment: Enclosed Deposit Account


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Deposit Account Number: #

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.

ERIK B. MILCH (REG. No. 42,887)  FEB 6, 2001

Name of Person Signing Signature Date

ASSIGNMENT

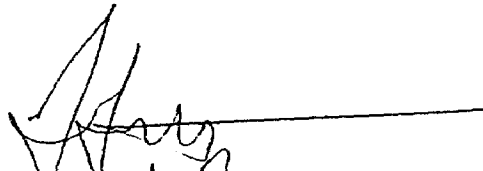
In return for good and valuable consideration, the receipt of which is hereby acknowledged, we, the undersigned hereby sell, assign, and transfer to **Gray Matter Holdings, LLC**, a corporation of Delaware, having a principal place of business at 716 S. Broadway, Suite 200, Baltimore, Maryland 21231 ("Assignee"), and its successors, assigns, and legal representatives, the entire right, title, and interest for the United States and all foreign countries, in and to any and all improvements that are disclosed in the United States Patent Application entitled **TOWEL-MAT WITH A FRAME MEMBER AND REMOVABLY ATTACHED MEMBRANES**, which is filed herewith, and in and to said United States Patent Application and all non-provisional, divisional, continuing, substitute, renewal, reissue, and other patent applications that have been or shall be filed in the United States or any foreign country on any of said improvements; and in and to all original and reissued patents that have been or shall be issued in the United States or any foreign country on said improvements; and in and to all rights of priority resulting from the filing of said United States Patent Application;

agree that said Assignee may apply for and receive a patent or patents for said improvements in its own name; and that, when requested, without charge to, but at the expense of, said Assignee, its successors, assigns, and legal representatives, to carry out in good faith the intent and purpose of this Assignment, the undersigned will execute all non-provisional, divisional, continuing, substitute, renewal, reissue, and other patent applications on any and all said improvements; execute all rightful oaths, assignments, powers of attorney, and other papers; communicate to said Assignee, its successors, assigns, and representatives all facts known to the undersigned relating to said improvements and the history thereof; and generally assist said Assignee, its successors, assigns, or representatives in securing and

maintaining proper patent protection for said improvements and for vesting title to said improvements, and all applications for patents and all patents on said improvements, in said Assignee, its successors, assigns, and legal representatives; and

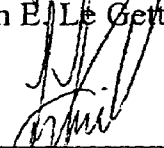
covenant with said Assignee, its successors, assigns, and legal representatives that no assignment, grant, mortgage, license, or other agreement affecting the rights and property herein conveyed has been made to others by the undersigned, and that full right to convey the same as herein expressed is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

Date: January 11, 1999



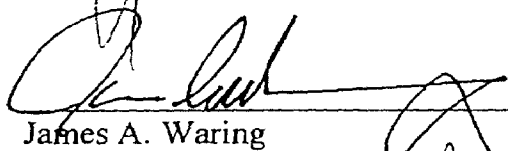
Brian E. Le Gette

Date: January 11, 1999



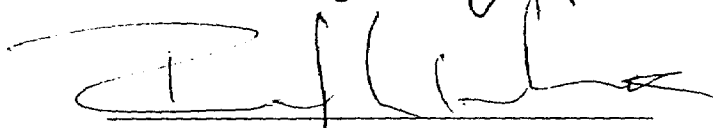
Tai Hoon Kim Matlin

Date: January 11, 1999



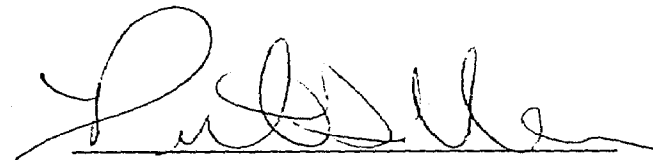
James A. Waring

Date: January 11, 1999



Ronald L. Wilson

Date: January 11, 1999



Witness

Assignment Document Return Address:

Christopher R. Hutter, Esq.
KENYON & KENYON
1025 Connecticut Avenue, N.W., Suite 600
Washington, D.C. 20036

ASSIGNMENT

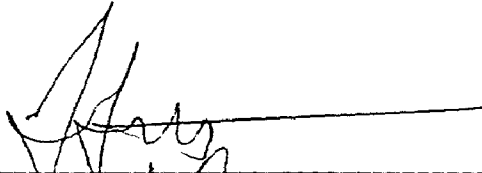
In return for good and valuable consideration, the receipt of which is hereby acknowledged, we, the undersigned hereby sell, assign, and transfer to **Gray Matter Holdings, LLC**, a corporation of Delaware, having a principal place of business at 716 S. Broadway, Suite 200, Baltimore, Maryland 21231 ("Assignee"), and its successors, assigns, and legal representatives, the entire right, title, and interest for the United States and all foreign countries, in and to any and all improvements that are disclosed in the United States Patent Application entitled **TOWEL-MAT WITH A FRAME MEMBER AND REMOVABLY ATTACHED MEMBRANES**, which is filed herewith, and in and to said United States Patent Application and all non-provisional, divisional, continuing, substitute, renewal, reissue, and other patent applications that have been or shall be filed in the United States or any foreign country on any of said improvements; and in and to all original and reissued patents that have been or shall be issued in the United States or any foreign country on said improvements; and in and to all rights of priority resulting from the filing of said United States Patent Application;

agree that said Assignee may apply for and receive a patent or patents for said improvements in its own name; and that, when requested, without charge to, but at the expense of, said Assignee, its successors, assigns, and legal representatives, to carry out in good faith the intent and purpose of this Assignment, the undersigned will execute all non-provisional, divisional, continuing, substitute, renewal, reissue, and other patent applications on any and all said improvements; execute all rightful oaths, assignments, powers of attorney, and other papers; communicate to said Assignee, its successors, assigns, and representatives all facts known to the undersigned relating to said improvements and the history thereof; and generally assist said Assignee, its successors, assigns, or representatives in securing and

maintaining proper patent protection for said improvements and for vesting title to said improvements, and all applications for patents and all patents on said improvements, in said Assignee, its successors, assigns, and legal representatives; and

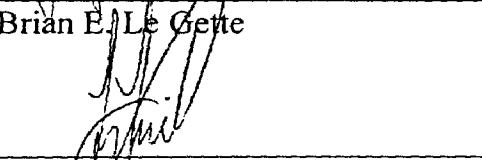
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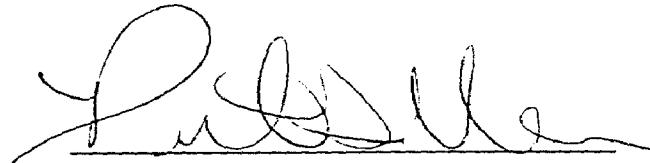
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