

06-20-2001

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To the Honorable Commissioner of Pa

101754827

I original documents or copy thereof.

## 1. Name of conveying party(ies):

Thomas M. McDaniel

D. Scott Coley

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

## 3. Nature of conveyance:

☒ Assignment☐ Merger☐ Security Agreement☐ Change of Name☐ Other \_\_\_\_\_

Execution Date: 06/04/01

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

Name: Bernhardt, L.L.C.

Internal Address: Post Office Box 740

Street Address: 1839 Morganton Blvd.

City: Lenoir State: NC Zip: 28645

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 data of the application is: \_\_\_\_\_

A. Patent Application No.(s)

29/131,080

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Name: Howard A. MacCord, Jr.

Internal Address: Post Office Box 2974

Greensboro, NC 27401

Street Address: 1600 First Union Tower

300 N. Greene Street

City: Greensboro State: NC Zip: 27401

## 6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41) . . . . . \$ 40.00

☐ Enclosed \*\* PAID PREVIOUSLY☒ Authorized to be charged to deposit account

## 8. Deposit account number:

18-1164

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

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## 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.*

Donna Cottelli

Name of Person Signing

Signature

June 13, 2001

Date

Total number of pages including cover sheet, attachments, and documents: 4

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents &amp; Trademarks, Box Assignments

Washington, D.C. 20231

02-14-2001

FORM PTO-1619A  
Expires 06/30/99  
OMB 0651-0027



101613281

U.S. Department of Commerce  
Patent and Trademark Office  
**PATENT**

# **RECORDATION FORM COVER SHEET PATENTS ONLY**

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

## Submission Type

- ☒ New  
☐ Resubmission (Non-Recordation)  
 Document ID #   
☐ Correction of PTO Error  
 Reel #  Frame #   
☐ Corrective Document  
 Reel #  Frame #

## Conveyance Type

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

### U.S. Government

(For Use ONLY by U.S. Government Agencies)

- ☐ Departmental File ☐ Secret File

## Conveying Party(ies)

- ☐ Mark if additional names of conveying parties attached

Name (line 1) Thomas M. McDaniel

Execution Date  
Month Day Year  
11 16 2001

Name (line 2)

## Second Party

Name (line 1) D. Scott Coley

Execution Date  
Month Day Year  
11 16 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

NC

28645

City

State/Country

Zip Code

☐ 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.)

## Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

## FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

02/13/2001 6TON11 00000309 29131080

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**PATENT**  
**REEL: 011897 FRAME: 0153**

**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.

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

**Patent Application Number(s)**

29/131,080

**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 Day Year

**Patent Cooperation Treaty (PCT)**

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

PCT

PCT

PCT

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

Name of Person Signing

Donna Cottelli

Signature

January 31, 2001

Date

## ASSIGNMENT

This Assignment made by us, Thomas M. McDaniel, a citizen of the United States of America, residing at 104 Woodside Street, City of Morganton, State of North Carolina, and D. Scott Coley, 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 certain new and useful improvements in a **TABLE** for which we have made an application for Letters Patent of the United States, **Application Serial Number 29/131,080, filed 10/13/2000**, and

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 therefor;

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 therefor, 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.

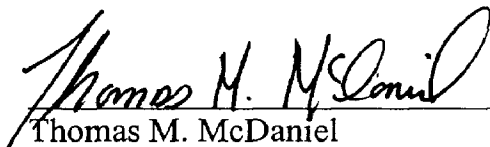
And for the consideration aforesaid, we hereby covenant and agree to and with the said assignee, its successors and assigns, that we will, whenever its counsel or the counsel of its successors and assigns, learned in the law, shall advise that an amendment, division, continuation, continuation-in-part, 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 Commissioner for Patents to issue the Letters Patent in accordance with this instrument.

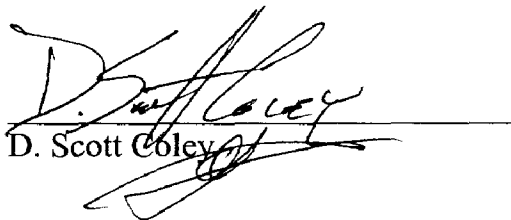
For the consideration aforesaid, we have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto the said assignee, its successors, assigns or nominee, the entire right, title and interest in and to any and all Letters Patent for said invention which 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 on the date(s) indicated below.

  
Thomas M. McDaniel

Date: 11-16-2001

  
D. Scott Coley

Date: 11-16-2001

## ASSIGNMENT

This Assignment made by us, Thomas M. McDaniel, a citizen of the United States of America, residing at 104 Woodside Street, City of Morganton, State of North Carolina, and D. Scott Coley, 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 certain new and useful improvements in a **TABLE** for which we have made an application for Letters Patent of the United States, **Application Serial Number 29/131,080, filed 10/13/2000**, and

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 therefor;

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 therefor, 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.

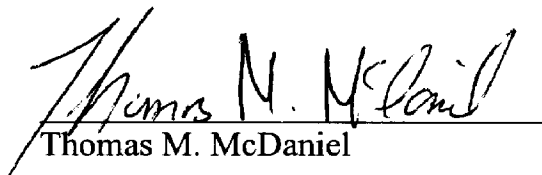
We hereby request the Commissioner for Patents to issue the Letters Patent in accordance with this instrument.

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 on the date(s) indicated below.

  
Thomas M. McDaniel

Date: 6-4-2001

  
D. Scott Coley

Date: 6-4-2001

# Rhodes & Mason

ATTORNEYS AT LAW

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Wilmington, NC

June 13, 2001

U.S. Patent & Trademark Office  
Assignment Division  
Box Assignment, CG-4  
1213 Jefferson Davis Highway  
Suite 320  
Washington, DC 20231

RE: Document ID No. 101613281  
Serial No. 29/131,080  
Our File No. 2625-139

Dear Sir:

Enclosed is a copy of an Assignment, Recordation Cover Sheet and Notice of Non-Recordation that was returned to us, because the assignees mistakenly dated the execution date of the assignment as "11/06/01", when it should have been 01/06/01. Submitted herewith is a newly executed Assignment and Recordation Form Cover Sheet for recordation. Please note that the recordation fee of \$40 was paid with the initial filing. Please see to the recordation of this new assignment.

Respectfully requested,

**RHODES & MASON, P.L.L.C.**



Donna Cottelli  
Senior Paralegal

/dc  
Enclosure