06-22-2	∩∩₁ <u></u>
FORM PTO-1595 R	ET U.S. DEPARTMENT OF COMMERCE
OMB No. 0651-0011 (Exp. 4/94)	Patent and Trademark Office Attorney Docket No. GRAY002/07US
To the honorable Commissioner of Pateurs un	O4ched original documents or copy thereof.
Name of conveying party(ies): Brian E. Le Gette and James A. Waring	2. Name and address of receiving party(ies):
Additional name(s) of conveying party(ies) attached? [] Yes [X] No	Gray Matter Holdings, LLC 720 S. Montford Avenue Baltimore, Maryland 21224-3654
3. Nature of Conveyance:	6(30)
[X] Assignment [] Merger	H.
[] Security Agreement [] Change of Name	Additional name(s) attached? [] Yes [X] No
[] Other:	
Execution Date: January 11, 1999	
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)
Additional numbers attached?	[]Yes [X] No 29 [143346]
5. Name and address of party to whom correspondence concerning	6. Total number of application and patents involved: []
document should be mailed:	7. Total Fee (37 C.F.R. §3.41)\$ 40.00
Cooley Godward LLP	[X] Enclosed
One Freedom Square Reston Town Center	[] Authorized to be charged to deposit account
11951 Freedom Drive Reston, VA 20190-5601	8. Deposit account number: 50-1283
Tel: (703) 456-8000 Fax: (703) 456-8100 Customer No. 022903	(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.	
Reg. No.: 42,887 Name of Person Signing: Erik B. Milch Signature: Date: June 13, 2001	
4	
Total number of pages including cover sheet, attachments, and document: (3)	

06/15/2001 HTECKLU1 00000052 29143346 02 FC:581 40.00 DP

PATENT

(04/00)

REEL: 011904 FRAME: 0712

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

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PATENT REEL: 011904 FRAME: 0713 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

Date: <u>January</u> 1, 1999

Date: January 11, 1999

Date: January 1 1999

Date: <u>January</u> 1, 1999

Brian E.L. Sene

Tai Hoon Kim Matlin

James A. Waring

Ronald L. Wilson

Witnesş

Assignment Document Return Address:

Christopher R. Hutter, Esq.

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1025 Connecticut Avenue, N.W., Suite 600

RECORDED: 06/13/2001

Washington, D.C. 20036

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