

09-11-2001



To the honorable Commissioner of Patents **101839981**

Attached original documents or copy thereof.

1. Name of conveying party(ies): Nestor M. BENAVIDES, Matthew LAINE, Brian E. LE GETTE, Russell REED, David B. STALEY, AJan TIPP, Justin S. WERNER and Ronald L. WILSON, II

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

Gray Matter Holdings, LLC
720 S. Montford Avenue
Baltimore, Maryland 21224

Additional name(s) of conveying party(ies) attached? [] Yes [X] No

3. Nature of Conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other:

Additional name(s) attached? [] Yes [X] No

Execution Date: 8/28/01, 8/28/01, 8/28/01, 8/29/01, 8/29/01, 8/28/01, 8/28/01, 8/28/01, respectively

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: 8/28/01, 8/28/01, 8/28/01, 8/29/01, 8/29/01, 8/28/01, 8/28/01, 8/28/01, respectively

A. Patent Application No.(s) **09/943064**

B. Patent No.(s)

Additional numbers attached? [] Yes [X] No

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

Cooley Godward LLP
One Freedom Square
Reston Town Center
11951 Freedom Drive
Reston, VA 20190-5601
Tel: (703) 456-8000
Fax: (703) 456-8100



Customer No. **022903**

6. Total number of application and patents involved: [1]

7. Total Fee (37 C.F.R. §3.41).....\$ 40.00
 Enclosed

Authorized to be charged to deposit account

8. Deposit account number: 50-1283
(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: *E. Milch* Date: August 31, 2001

Total number of pages including cover sheet, attachments, and document: (13)

1c971 U.S. PTO
09/04/2001

06/31/01

09/04/2001 0651P01 0000030 09943064

04 FC:581

40.00 OP

Attorney Docket No: GRAY018/00US

PATENT

**ASSIGNMENT
(Joint)**

Nestor M. BENAVIDES; Matthew LAINE, Brian E. LE GETTE, Russell REED, David B. STALEY, Alan TIPP, Justin S. WERNER and Ronald L. WILSON, II, residing at 345 Little Quarry Road, Gaithersburg, Maryland 20878; 140 Idlewild Road, Severna Park, Maryland 21146; 720 S. Montford Avenue, Baltimore, Maryland 21224; 3033 Oak Rim Lane, Park City, Utah 84060; 2737 Holiday Ranch Loop Road, Park City, Utah 84060; 1900 Thames Street, Apt. #427, Baltimore, Maryland 21230; 302 Galena Court, Millersville, Maryland 21108; and 10 Ballymena Court, Catonsville, Maryland 21228, respectively (hereinafter each referred to as "Assignor") have made an invention(s) relating to certain new and useful improvements in:

EYEGASSES FRAME WITH ROTATABLE TEMPLES

set forth in an application for Letters Patent of the United States, which is a

- (1) provisional application
- (a) to be filed herewith; or
- (b) bearing Application No. , and filed on ; or
- (2) non-provisional application
- (a) having an oath or declaration executed on August 28, 2001, prior to filing of application; or
- (b) bearing Application No. , and filed on ; and

WHEREAS, Gray Matter Holdings, LLC, a corporation duly organized under and pursuant to the laws of Delaware, and having its principal place of business at 720 S. Montford Avenue, Baltimore, Maryland 21224 (hereinafter referred to as "the Assignee"), is desirous of acquiring the entire right, title, and interest in and to said invention(s), the right to file applications on said invention(s) and the entire right, title and interest in and to any applications, including provisional applications for Letters Patent of the United States or other countries claiming priority to said application, and in and to any Letters Patent or Patents, United States or foreign, to be obtained therefor and thereon;

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, the Assignor has sold, assigned, transferred, and set over, and by these presents does sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns the entire right, title, and interest in and to the above-mentioned invention(s), the right to file applications on said invention(s) and the entire right, title and interest in and to any applications for Letters Patent of the United States or other countries claiming priority to said applications, and any and all Letters Patent or Patents of the United States of America and all foreign countries that may be granted therefor and thereon, and in and to any and all applications claiming priority to said applications, divisions, continuations, and continuations-in-part of said applications, and reissues and extensions of said Letters Patent or Patents, and all rights under the Paris Convention for the Protection of Industrial Property, the same to be held and enjoyed by the Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted as fully and

**PATENT
REEL: 012137 FRAME: 0833**

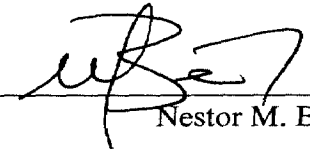
entirely as the same would have been held and enjoyed by the Assignor had this sale and assignment not been made;

AND for the same consideration, the Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, the Assignor is a lawful owner of the entire right, title, and interest in and to the invention(s) set forth in said applications and said applications, including provisional applications, above-mentioned, and that the same are unencumbered, and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth;

AND for the same consideration, the Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns that the Assignor will, whenever counsel of the Assignee, or the counsel of its successors, legal representatives, and assigns, shall advise that any proceeding in connection with said invention(s) or said applications for Letters Patent or Patents, or any proceeding in connection with Letters Patent or Patents for said invention(s) in any country, including interference proceedings, is lawful and desirable, or that any application claiming priority to said application, division, continuation, or continuation-in-part of any applications for Letters Patent or Patents, or any reissue or extension of any Letters Patent or Patents to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of Letters Patent or Patents for said invention(s), without charge to the Assignee, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns;


AND the Assignor hereby authorizes and requests the attorneys of COOLEY GODWARD L.L.P. to insert in the spaces provided above the filing date, application number, the dates of execution of the oath or declaration, and attorney docket number of said application when known;

AND the Assignor hereby requests the Commissioner of Patents to issue any and all said Letters Patent of the United States to the Assignee, as the Assignee of said invention(s) and the Letters Patent to be issued thereon for the sole use and behalf of the Assignee, its successors, legal representatives, and assigns.

Date: 8-28-01 By: 
Nestor M. BENAVIDES

State of: Maryland
County of: Baltimore

The preceding Assignment was acknowledged before me this 28 day of August by Nestor M Benavides



Notary Public
AMANDA M. BERRANE
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires April 6, 2005

My Commission Expires:
April 6, 2005

Date: 8/28/01

By: *Matthew Laine*
Matthew LAINE

State of: Maryland
County of: Baltimore

The preceding Assignment was acknowledged before me this 28 day of August by Matthew Laine

Amanda M Birrane

My Commission Expires:
April 6, 2005

Notary Public
AMANDA M. BIRRANE
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires April 6, 2005

Date: 8-28-01

By: *Brian E. LeGette*
Brian E. LE GETTE

State of: Maryland
County of: Baltimore

The preceding Assignment was acknowledged before me this 28 day of August by Brian E LeGette

Amanda M Birrane

My Commission Expires:
April 6 2005

Notary Public
AMANDA M. BIRRANE
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires April 6, 2005

Date: _____

By: _____
Russell REED

State of:

County of:

The preceding Assignment was acknowledged before me this _____ day of

_____ by _____.

Notary Public

My Commission Expires:

Date: _____

By: _____
David B. STALEY

State of:

County of:

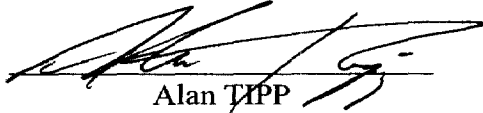
The preceding Assignment was acknowledged before me this _____ day of

_____ by _____.

Notary Public

My Commission Expires:

Date: 8.28.01

By: 
Alan TIPP

State of: Maryland

County of: Baltimore

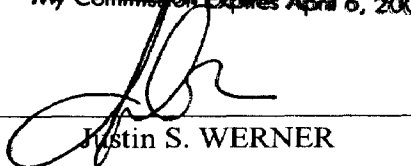
The preceding Assignment was acknowledged before me this 28 day of August by Alan Tipp.



My Commission Expires: April 6, 2005

Notary Public
AMANDA M. BIRrane
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires April 6, 2005

Date: 8.28.01

By: 
Justin S. WERNER

State of: Maryland

County of: Baltimore

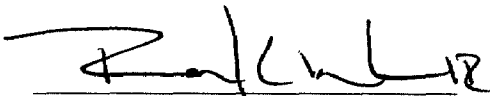
The preceding Assignment was acknowledged before me this 28 day of August by Justin S. Werner.



My Commission Expires: April 6, 2005

Notary Public
AMANDA M. BIRrane
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires April 6, 2005

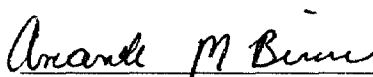
Date: 8-28-2001

By: 
Ronald L. WILSON, II

State of: Maryland

County of: Baltimore

The preceding Assignment was acknowledged before me this 28 day of August by Ronald L Wilson II.



Notary Public

My Commission Expires:
April 6, 2005

AMANDA M. BIRrane
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires April 6, 2005

Attorney Docket No: GRAY018/00US

PATENT

**ASSIGNMENT
(Joint)**

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EYEGLASSES FRAME WITH ROTATABLE TEMPLES

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- (1) provisional application
- (a) to be filed herewith; or
- (b) bearing Application No. , and filed on ; or
- (2) non-provisional application
- (a) having an oath or declaration executed on AUGUST 29, 2001, prior to filing of application; or
- (b) bearing Application No. , and filed on ; and

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NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, the Assignor has sold, assigned, transferred, and set over, and by these presents does sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns the entire right, title, and interest in and to the above-mentioned invention(s), the right to file applications on said invention(s) and the entire right, title and interest in and to any applications for Letters Patent of the United States or other countries claiming priority to said applications, and any and all Letters Patent or Patents of the United States of America and all foreign countries that may be granted therefor and thereon, and in and to any and all applications claiming priority to said applications, divisions, continuations, and continuations-in-part of said applications, and reissues and extensions of said Letters Patent or Patents, and all rights under the Paris Convention for the Protection of Industrial Property, the same to be held and enjoyed by the Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted as fully and

entirely as the same would have been held and enjoyed by the Assignor had this sale and assignment not been made;

AND for the same consideration, the Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, the Assignor is a lawful owner of the entire right, title, and interest in and to the invention(s) set forth in said applications and said applications, including provisional applications, above-mentioned, and that the same are unencumbered, and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth;

AND for the same consideration, the Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns that the Assignor will, whenever counsel of the Assignee, or the counsel of its successors, legal representatives, and assigns, shall advise that any proceeding in connection with said invention(s) or said applications for Letters Patent or Patents, or any proceeding in connection with Letters Patent or Patents for said invention(s) in any country, including interference proceedings, is lawful and desirable, or that any application claiming priority to said application, division, continuation, or continuation-in-part of any applications for Letters Patent or Patents, or any reissue or extension of any Letters Patent or Patents to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of Letters Patent or Patents for said invention(s), without charge to the Assignee, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns;

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Date: _____

By: _____
Nestor M. BENAVIDES

State of:

County of:

The preceding Assignment was acknowledged before me this _____ day of _

_____ by _____.

Notary Public

My Commission Expires:

Date: _____

By: _____

Matthew LAINE

State of:

County of:

The preceding Assignment was acknowledged before me this _____ day of

_____ by _____.

Notary Public

My Commission Expires:

Date: _____

By: _____

Brian E. LE GETTE

State of:

County of:

The preceding Assignment was acknowledged before me this _____ day of

_____ by _____.

Notary Public

My Commission Expires:

Date: 8-29-01

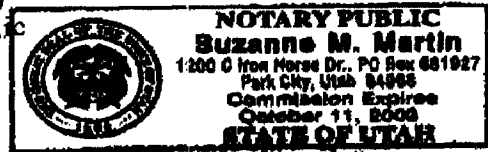
By: *[Signature]*
Russell REED

State of: Utah
County of: Summit

The preceding Assignment was acknowledged before me this 29 day of August 2001 by Rusty Reed.

[Signature]
Notary Public

My Commission Expires: 10/11/03



Date: Aug 28, 2001

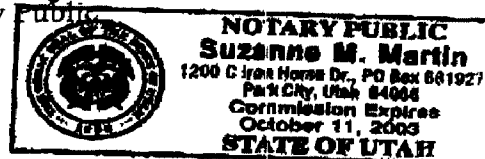
By: *[Signature]*
David B. STALEY

State of: Utah
County of: Summit

The preceding Assignment was acknowledged before me this 28 day of August 2001 by David B. Staley

[Signature]
Notary Public

My Commission Expires: 10/11/03



Date: _____ By: _____
Alan TIPP

State of:

County of:

The preceding Assignment was acknowledged before me this _____ day of
_____ by _____.

Notary Public

My Commission Expires:

Date: _____ By: _____
Justin S. WERNER

State of:

County of:

The preceding Assignment was acknowledged before me this _____ day of
_____ by _____.

Notary Public

My Commission Expires:

Date: _____

By: _____
Ronald L. WILSON, II

State of:

County of:

The preceding Assignment was acknowledged before me this _____ day of

_____ by _____.

Notary Public

My Commission Expires:

Attorney Docket No: GRAY018/00US

PATENT

**ASSIGNMENT
(Joint)**

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**PATENT
REEL: 012137 FRAME: 0845**

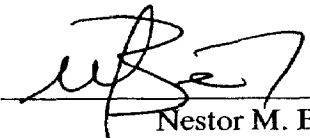
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Date: 8-28-01 By: 
Nestor M. BENAVIDES

State of: Maryland
County of: Baltimore

The preceding Assignment was acknowledged before me this 28 day of August by Nestor M Benavides



Notary Public
AMANDA M. BIRrane
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires April 6, 2005

My Commission Expires:
April 6, 2005

Date: 8/28/01

By: *Matthew Laine*
Matthew LAINE

State of: Maryland
County of: Baltimore

The preceding Assignment was acknowledged before me this 28 day of
August by Matthew Laine

Amanda M Birrane

Notary Public

AMANDA M. BIRrane
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires April 6, 2005

My Commission Expires:
April 6, 2005

Date: 8-28-01

By: *[Signature]*
Brian E. LE GETTE

State of: Maryland
County of: Baltimore

The preceding Assignment was acknowledged before me this 28 day of
August by Brian E LeGette

Amanda M Birrane

Notary Public

AMANDA M. BIRrane
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires April 6, 2005

My Commission Expires:
April 6 2005

Date: _____

By: _____
Russell REED

State of:

County of:

The preceding Assignment was acknowledged before me this _____ day of

_____ by _____.

Notary Public

My Commission Expires:

Date: _____

By: _____
David B. STALEY

State of:

County of:

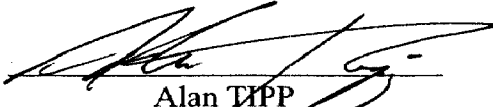
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_____ by _____.

Notary Public


My Commission Expires:

Date: 8.28.01

By: 
Alan TIPP

State of: Maryland
County of: Baltimore

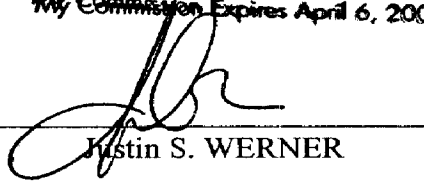
The preceding Assignment was acknowledged before me this 28 day of August by Alan Tipp.


Amanda M Birrane

My Commission Expires:
April 6, 2005

Notary Public
AMANDA M. BIRrane
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires April 6, 2005

Date: 8.28.01

By: 
Justin S. WERNER

State of: Maryland
County of: Baltimore


The preceding Assignment was acknowledged before me this 28 day of August by Justin S. Werner.


Amanda M Birrane

My Commission Expires:
April 6, 2005

Notary Public
AMANDA M. BIRrane
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires April 6, 2005

Date: 8-28-2001

By: 
Ronald L. WILSON, II

State of: Maryland

County of: Baltimore

The preceding Assignment was acknowledged before me this 28 day of August by Ronald L Wilson II.



Notary Public

My Commission Expires:
April 6, 2005

AMANDA M. BIRRANE
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires April 6, 2005

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(Joint)**

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- (b) bearing Application No. , and filed on ; and

WHEREAS, Gray Matter Holdings, LLC, a corporation duly organized under and pursuant to the laws of Delaware, and having its principal place of business at 720 S. Montford Avenue, Baltimore, Maryland 21224 (hereinafter referred to as "the Assignee"), is desirous of acquiring the entire right, title, and interest in and to said invention(s), the right to file applications on said invention(s) and the entire right, title and interest in and to any applications, including provisional applications for Letters Patent of the United States or other countries claiming priority to said application, and in and to any Letters Patent or Patents, United States or foreign, to be obtained therefor and thereon;

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, the Assignor has sold, assigned, transferred, and set over, and by these presents does sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns the entire right, title, and interest in and to the above-mentioned invention(s), the right to file applications on said invention(s) and the entire right, title and interest in and to any applications for Letters Patent of the United States or other countries claiming priority to said applications, and any and all Letters Patent or Patents of the United States of America and all foreign countries that may be granted therefor and thereon, and in and to any and all applications claiming priority to said applications, divisions, continuations, and continuations-in-part of said applications, and reissues and extensions of said Letters Patent or Patents, and all rights under the Paris Convention for the Protection of Industrial Property, the same to be held and enjoyed by the Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted as fully and

entirely as the same would have been held and enjoyed by the Assignor had this sale and assignment not been made;

AND for the same consideration, the Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, the Assignor is a lawful owner of the entire right, title, and interest in and to the invention(s) set forth in said applications and said applications, including provisional applications, above-mentioned, and that the same are unencumbered, and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth;

AND for the same consideration, the Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns that the Assignor will, whenever counsel of the Assignee, or the counsel of its successors, legal representatives, and assigns, shall advise that any proceeding in connection with said invention(s) or said applications for Letters Patent or Patents, or any proceeding in connection with Letters Patent or Patents for said invention(s) in any country, including interference proceedings, is lawful and desirable, or that any application claiming priority to said application, division, continuation, or continuation-in-part of any applications for Letters Patent or Patents, or any reissue or extension of any Letters Patent or Patents to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of Letters Patent or Patents for said invention(s), without charge to the Assignee, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns;

AND the Assignor hereby authorizes and requests the attorneys of COOLEY GODWARD L.L.P. to insert in the spaces provided above the filing date, application number, the dates of execution of the oath or declaration, and attorney docket number of said application when known;

AND the Assignor hereby requests the Commissioner of Patents to issue any and all said Letters Patent of the United States to the Assignee, as the Assignee of said invention(s) and the Letters Patent to be issued thereon for the sole use and behalf of the Assignee, its successors, legal representatives, and assigns.

Date: _____

By: _____
Nestor M. BENAVIDES

State of:

County of:

The preceding Assignment was acknowledged before me this _____ day of _____ by _____.

Notary Public

My Commission Expires:

Date: _____

By: _____
Matthew LAINE

State of:

County of:

The preceding Assignment was acknowledged before me this _____ day of

_____ by _____.

Notary Public

My Commission Expires:

Date: _____

By: _____
Brian E. LE GETTE

State of:

County of:


The preceding Assignment was acknowledged before me this _____ day of

_____ by _____.

Notary Public

My Commission Expires:

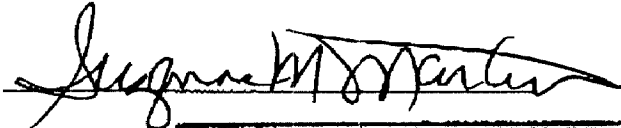
Date: 8-29-01

By: 
Russell REED

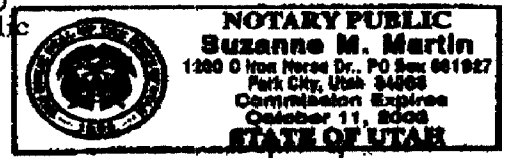
State of: Utah
County of: Summit

The preceding Assignment was acknowledged before me this 29 day of August 2001 by Rusty Reed.


My Commission Expires: 10/11/03



Notary Public



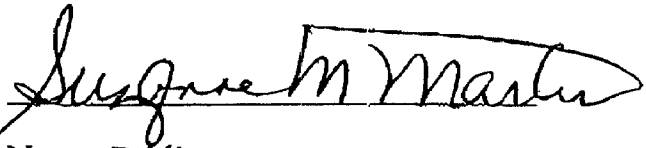
Date: Aug 28, 2001

By: 
David B. STALEY

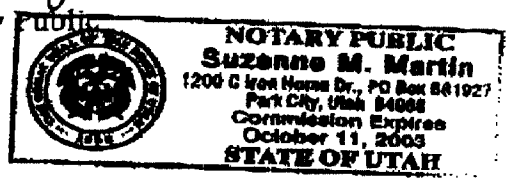
State of: Utah
County of: Summit

The preceding Assignment was acknowledged before me this 28 day of August 2001 by DAVID B. STALEY

My Commission Expires: 10/11/03



Notary Public



Date: _____

By: _____
Alan TIPP

State of:

County of:

The preceding Assignment was acknowledged before me this _____ day of
_____ by _____.

Notary Public

My Commission Expires:

Date: _____

By: _____
Justin S. WERNER

State of:

County of:

The preceding Assignment was acknowledged before me this _____ day of
_____ by _____.

Notary Public

My Commission Expires: