

09-27-2001



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U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office  
Attorney Docket No. GRAY011/00US

To the honorable Commissioner of Patents and Trademarks

101857788

with original documents or copy thereof.

1. Name of conveying party(ies): Brian E. LE GETTE; Justin S. WERNER; Alan TIPP; Ronald L. WILSON, II; and Matthew LAINE

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

Gray Matter Holdings, LLC  
720 S. Montford Avenue  
Baltimore, Maryland 21224Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of Conveyance:

SEP 24 2001

09/24/01

☒ Assignment☐

Merger

☐ Security Agreement☐

Change of Name

☐ Other:Additional name(s) attached? ☐ Yes ☐ No

Execution Date: September 17, 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: September 17, 2001

A. Patent Application No.(s) 09/907,442

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ 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:

Date: SEPTEMBER 24, 2001

Total number of pages including cover sheet, attachments, and document: ( 5 )

09/26/2001 6TON11 00000162 09907442

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40.00 OP

Attorney Docket No: GRAY011/00US

PATENT

**ASSIGNMENT  
(Joint)**

Brian E. Le Gette, Justin S. Werner, Alan Tipp, Ronald L. Wilson, II, and Matthew Laine, residing at 720 S. Montford Avenue, Baltimore, Maryland 21224; 302 Galena Court, Millersville, Maryland 21108; 1900 Thames Street, Apt. #427, Baltimore, Maryland 21230; 10 Ballymena Court, Catonsville, Maryland 21228; and 140 Idlewild Road, Severna Park, Maryland 21146, respectively (hereinafter each referred to as "Assignor") have made an invention(s) relating to certain new and useful improvements in:

**COLLAPSIBLE MAT WITH REMOVABLE PORTION AND METHOD OF MAKING  
SAME**

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 prior to filing of application; or
  - (b) ☒ bearing Application No. 09/907,442, and filed on July 18, 2001; 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

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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: 9-17-01

By:



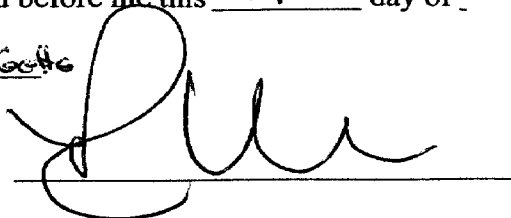
Brian E. Le Gette

State of: Maryland

County of: Baltimore City

The preceding Assignment was acknowledged before me this 17<sup>th</sup> day of

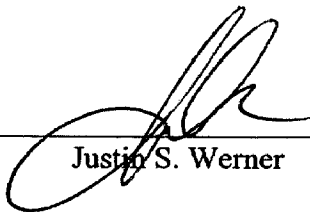
September by Brian E LeGette



Notary Public

My Commission Expires:  
ROBERT L. WILSON  
NOTARY PUBLIC STATE OF MARYLAND  
My Commission Expires July 7, 2002

Date: 9.17.01

By:   
Justin S. Werner


State of: Maryland

County of: Baltimore City


The preceding Assignment was acknowledged before me this 17<sup>th</sup> day of  
September by Justin Werner

ROBERT L. WILSON  
NOTARY PUBLIC STATE OF MARYLAND  
My Commission Expires July 7, 2002

My Commission Expires:

  
Notary Public

Date: 9.17.01

By:   
Alan Tipp

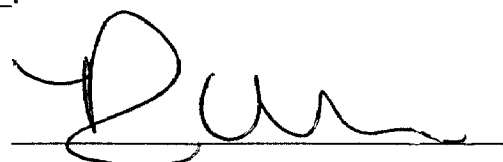
State of: Maryland



County of: Baltimore City

The preceding Assignment was acknowledged before me this 17<sup>th</sup> day of  
September by Alan Tipp.

ROBERT L. WILSON  
NOTARY PUBLIC STATE OF MARYLAND  
My Commission Expires July 7, 2002

My Commission Expires:

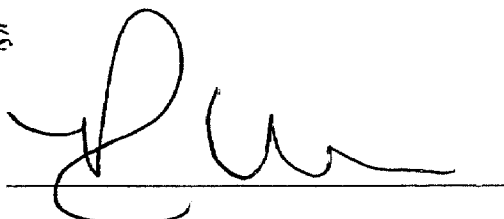
  
Notary Public

Date: 9-17-2001By:   
Ronald L. Wilson, IIState of: MarylandCounty of: Baltimore CityThe preceding Assignment was acknowledged before me this 17<sup>th</sup> day of  
September by Ronald L. Wilson, II

Notary Public

ROBERT L. WILSON  
NOTARY PUBLIC STATE OF MARYLAND  
My Commission Expires July 7, 2002

My Commission Expires:

Date: 9-17-01By:   
Matthew LaineState of: MarylandCounty of: Baltimore CityThe preceding Assignment was acknowledged before me this 17<sup>th</sup> day of  
September by Matthew Laine

Notary Public

My Commission Expires:

ROBERT L. WILSON  
NOTARY PUBLIC STATE OF MARYLAND  
My Commission Expires July 7, 2002