FORM PTO-1595

09-27-2001



101857556

SHEET

U.S. DEPARTMENT OF COMMERCE PATENT AND TRADEMARK OFFICE

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1. Name Adan Berna Willia	orable Commissioner of Patents and Trademarks: Pleasof conveying parties:  a G. Malofsky  ard M. Malofsky  am H. Mann  Above 1980  Above 1	2.	Name and address of receiving party:  Name: Nexicor LLC  Internal  Address: SEP 2 4 2001
3. Natur-A	nal name(s) of conveying party(ies) attached? Yes No e of conveyance: ssignment Merger ecurity Agreement Change of Name ther Correction to Form Cover sheet, ADDING SERIAL No.  tion Date: April 19, 2001 & May 4, 2001		Street Address 422 Wards Corner Road, Suite B  City: Loveland State: OH ZIP: 45140  Additional name(s) & address(es) attached? Yes No
If this is:	cation number(s) or patent number(s): document is being filed together with a new application tent Application No.(s) SN 08/840,859 Additional responses	В.	Patent No.(s)
Conce Name	and address of party to whom correspondence rning document should be mailed: Steven J. Goldstein, Esq. al Address: FROST BROWN TODD LLC	7.	Total number of applications and patents involved:  Total fee (37 CFR 3.41) \$ 40.00  X Enclosed  Authorized to be charged to deposit account
Street City:	Address:         2200 PNC CENTER           201 East Fifth Street           Cincinnati         State: OH ZIP: 45202	8.	Deposit Account Number  (Attach duplicate copy of this page if paying by deposit count)
•	DO NOT USE	ETHIS	SPACE
To the be original	est of my knowledge and belief, the foregoing information document.  28,079	on is tr	we and correct and any attached copy is a true copy of the
25/2001 PRYS FC:581 CINlibrary	of <b>1001981</b> 45 <b>184118</b> 57 Registration Number  40.00 OP		Signature Date  umber of pages including cover sheet, ents, and document

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	G.(3.0)					
	Name of conveying parties: 1017538	397		uments or copy thereof.		
1.	Name of conveying parties:  Adam G. Malofsky	72.	and address of rec			
	Bernard M. Malofsky		Name: Nexicor LLC			
	William H. Mann		Internal Address			
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	Additional name(s) of conveying party(ies) attached? Yes No	,				
3.	Nature of conveyance:		Street Address N 422 W	arrin Corner Road, Suite B		
	X Assignment Merger	ŀ	1 0 000			
	Security Agreement Change of Name					
	Other		City: <b>Loveland</b>	State: <u>OH</u> ZIP: 45140		
	Execution Date: April 19, 2001 & May 4, 2001		Additional name(s) & addresse	(es) attached? Yes No		
4.	Application number(s) or patent number(s):					
	If this document is being filed together with a new application,	, the ex	ecution date of the applica	ation is:		
	<i>C C C C C C C C C C</i>		and of the applied	ation is:		
	A Patent Application No.(s)	B.	Patent No.(s)			
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	Additional r			No		
5.	Name and address of party to whom correspondence Concerning document should be mailed:	6.	Total number of applicat	ions and patents involved:		
	Name: Steven J. Goldstein, Esq.					
	Name. Steven 3. Goldstein, Esq.	7.	Total fee (27 CED 2 41)	\$ 40.00		
	Internal Address: FROST BROWN TODD LLC	/ .	Total fee (37 CFR 3.41).  X Enclosed	\$ 40.00		
	TROST BROWN TODD DEC			narged to deposit account		
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	Street Address: 2200 PNC CENTER					
	201 East Fifth Street	8.	Deposit Account Numbe	r		
	City: Cincinnati State: OH ZIP: 45202		-			
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	P. A. VOTE VOTE		count)			
	DO NOT USE	THIS	SPACE			
9	Statement and signature.		1991			
	To the best of my knowledge and belief, the foregoing information	n is tru	e and correct and any atta	ched copy is a true copy of the		
	original document.					
	Staven I Coldstein 20.070	De	1 July	<i>i.l.</i>		
_	Steven J. Goldstein, 28,079  Name of Person Signing, Registration Number		7	There can		
	rearise of reason Signing, Registration Number		Signature	J Date		
	Т	otal m	umber of pages including o	over sheet		
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	I hereby certify that a copy of this correspondence is					
	being deposited with the United States Postal Service as					
	first class mail in an envelope addressed to The Assistant Commissioner for Patents Washington D.C.					
	ASSISTANT A DUBLISS HOUSE HOT MAJERING AN ACRIBOTOR 11 (					

Assistant Commissioner for Patents, Wa 20231 this day of June, 2001.

Rachel Woods

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**PATENT** REEL: 012192 FRAME: 0120

## **ASSIGNMENT**

WHEREAS, WE, ADAM G. MALOFSKY, a citizen of the United States, residing at 6824 Sand Harbor Court, County of Manifer , and State of Ohio, and BERNARD M. MALOFSKY, a citizen of the United States, residing at 12 Duncaster Road, County of Mann, a citizen of the United States, residing at 712 Broad Cove Road, County of Merringer, New Hampshire, (hereinafter referred to as "ASSIGNORS"), have invented a FASTENING DEVICE, for which we have executed an application for Letters Patent of the United States, of even date herewith, and

WHEREAS, NEXICOR, LLC, a corporation duly organized and existing under the laws of the State of Ohio, (hereinafter referred to as "ASSIGNEE"), is desirous of acquiring the entire interest therein:

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) to us in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, WE, the said ASSIGNORS, hereby sell, assign, and transfer and set over, unto the said ASSIGNEE, its successors, legal representatives and assigns, the entire right, title and interest in, to and under the said invention, and the said United States application and all divisions, renewals, and continuations thereof, and all patents of the United States which may be granted thereon and all reissues, reexaminations and extensions thereof; and all Patents of the United States which may be granted thereon and all applications for industrial property protection, including, without limitation, all applications for patents, utility models, and designs which may hereafter be filed for said invention in any country or countries foreign to the United States, together with the right to file such applications and the right to claim for the same the priority rights derived from said United States application under Patent Laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all forms of industrial property protection, including, without limitation, patents, utility models and designs, which may be granted for said invention in any country or countries foreign to the United States and all extensions, renewals, reexaminations and reissues thereof:

ASSIGNORS HEREBY authorize and request the Commissioner of Patents and Trademarks of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to the said ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

ASSIGNORS HEREBY grant the firm of Frost Brown Todd LLC the power to insert in this Assignment any further identification or information which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

ASSIGNORS HEREBY covenant and agree that they have full right to convey the entire interest herein assigned, and that they have not executed, and will not execute, any agreement in conflict herewith.

PATENT REEL: 012192 FRAME: 0121

said ASSIGNEE, its successors, legal respecting said invention, and testify in all divisional, continuing, reissue, reextoaths, and generally do everything possible.	covenant and agree that they will communicate to the representatives and assigns, any facts known to them any legal proceeding, sign all lawful papers, execute amination and foreign applications, make all rightful sible to aid the said ASSIGNEE, its successors, legal and enforce proper protection for said invention in all
outilities.	MART
	Adam G. Malofsky
STATE OF OHIO )	
COUNTY OF MAMILTON )S	S:
Sworn to and subscribed before a	
Stover: Altorney at La Nobery Public - Stake or Jose My Commissio : Jas no organicion date. Section 147 US CRC	Notary Public
	Bul M. Melsty Bernard M. Malofsky
STATE OF CHIO	
COUNTY OF HAMILTON ) S	S:
Sworn to and subscribed before r	ne this <sup>19* (</sup> day of April, 2001.
Staven J. Goldstein, Advances et turn	Notary Public
	William H. Mann
STATE OF)	
COUNTY OF)	S:
Sworn to and subscribed before r	me this day of April, 2001.
	Notary Public
	notally Public

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## **ASSIGNMENT**

WHEREAS, WE, ADAM G. MALOFSKY, a citizen of the United States, residing at 6824 Sand Harbor Court, County of Maniform, and State of Ohio, and BERNARD M. MALOFSKY, a citizen of the United States, residing at 12 Duncaster Road, County of Mant Grant Grant

WHEREAS, NEXICOR, LLC, a corporation duly organized and existing under the laws of the State of Ohio, (hereinafter referred to as "ASSIGNEE"), is desirous of acquiring the entire interest therein:

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) to us in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, WE, the said ASSIGNORS, hereby sell, assign, and transfer and set over, unto the said ASSIGNEE, its successors, legal representatives and assigns, the entire right, title and interest in, to and under the said invention, and the said United States application and all divisions, renewals, and continuations thereof, and all patents of the United States which may be granted thereon and all reissues, reexaminations and extensions thereof; and all Patents of the United States which may be granted thereon and all applications for industrial property protection, including, without limitation, all applications for patents, utility models, and designs which may hereafter be filed for said invention in any country or countries foreign to the United States, together with the right to file such applications and the right to claim for the same the priority rights derived from said United States application under Patent Laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all forms of industrial property protection, including, without limitation, patents, utility models and designs, which may be granted for said invention in any country or countries foreign to the United States and all extensions, renewals, reexaminations and reissues thereof;

ASSIGNORS HEREBY authorize and request the Commissioner of Patents and Trademarks of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to the said ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

ASSIGNORS HEREBY grant the firm of Frost Brown Todd LLC the power to insert in this Assignment any further identification or information which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

ASSIGNORS HEREBY covenant and agree that they have full right to convey the entire interest herein assigned, and that they have not executed, and will not execute, any agreement in conflict herewith.

PATENT REEL: 012192 FRAME: 0123

ASSIGNORS HEREBY further covenant and agree that they will communicate to the said ASSIGNEE, its successors, legal representatives and assigns, any facts known to them respecting said invention, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing, reissue, reexamination and foreign applications, make all rightful oaths, and generally do everything possible to aid the said ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper protection for said invention in all countries.					
	Adam G. Malofsky				
STATE OF OHIO )					
COUNTY OF MAMILTON ) SS:	,				
Sworn to and subscribed before me this day of April, 2001.					
Steven J. Genestein, Attorney at Law, Notary Public — State of Onle My Commission has no expiration date. Section 147/03 ORC	Notary Public				
	But M. Melsty  Bernard M. Malofsky				
STATE OF OHIO ) SS: COUNTY OF MAMILTON )					
Sworn to and subscribed before me this	مبر day of April, 2001.				
Steven J. Goldstein, Attorney at Law  Notary Public — State of Onio My Commission was no opplication data. Section (13 fold tiet)	Notary Public				
	William H. Mann				
STATE OF CHIO					
COUNTY OF MAINTE TON ) SS:	(20.1.1				
Sworn to and subscribed before me this Atlant day of April, 2001.					
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**RECORDED: 09/24/2001**