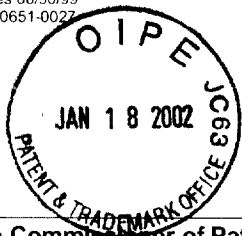


01-24-2002



101961275
**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 1-18-02
☐ 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
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☐ Departmental File ☐ Secret File

Conveying Party(ies)

☒ Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name (line 1) **LeGette, Brian Edward**

06292001

Name (line 2)

Second Party

Name (line 1) **Werner, Justin Saul**

Execution Date
Month Day Year
06292001

Name (line 2)

Receiving Party

☐ Mark if additional names of receiving parties attached

Name (line 1) **Gray Matter Holdings LLC**

Name (line 2)

Address (line 1) **720 South Montford Avenue**

Address (line 2)

Address (line 3) **Baltimore**

Maryland

21224

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)

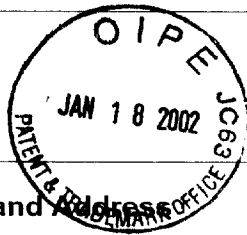
Address (line 4)

FOR OFFICE USE ONLY

01/24/2002 LNUELLER 00000117 09906103

01 FC:581

40.00 DP



Correspondent Name and Address **Area Code and Telephone Number** **(703) 456-8000**

Name **Cooley Godward LLP**

Address (line 1) **One Freedom Square**

Address (line 2) **Reston Town Center**

Address (line 3) **11951 Freedom Drive**

Address (line 4) **Reston, Virginia 20190-5601**

Pages Enter total number of pages of the attached conveyance document including any attachments.

3

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)

Patent Number(s)

09/986,103

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
has 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:

50-1283

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.

Thomas W. Lynch, Reg. 42,820

Name of Person Signing

Thomas W. Lynch
Signature

1/18/2002

Date



RECORDATION FORM COVER SHEET
CONTINUATION
PATENTS ONLY

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

Conveying Party(ies)

Enter additional Conveying Party(ies)



Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name (line 1) **Wilson, Ronald L., II**

06292001

Name (line 2)

Execution Date
Month Day Year

Name (line 1)

Name (line 2)

Execution Date
Month Day Year

Name (line 1)

Name (line 2)

Receiving Party(ies)

Enter additional Receiving Party(ies)



Mark if additional names of conveying parties attached

Name (line 1)

Name (line 2)

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Name (line 1)

Name (line 2)

Address (line 1)

Address (line 2)

Address (line 3)

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.)

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.)

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)

Patent Number(s)

Attorney Docket No: GRAY-007/00WO

PATENT

**ASSIGNMENT
(Joint)**

Brian Edward LeGette, residing at 720 Montford Avenue, Baltimore, MD 21224, Justin Saul Werner, residing at 302 Galena Court, Millersville, MD 21108, and Ronald L. Wilson, II, residing at 10 Ballymena Court, Catonsville, MD 21228 (hereinafter each referred to as "Assignor") have made an invention(s) relating to certain new and useful improvements in:

Apparatus and Method for Making an Ear Warmer and an Ear Warmer Frame

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) ☒ Patent Cooperation Treaty application
 - (a) ☐ having an oath or declaration executed on prior to filing of application; or
 - (b) ☒ bearing PCT Application No. PCT/US01/11041, and filed on April 5, 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 South 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: 6-29-01

By: 

Brian Edward LeGette

State of: Maryland

County of: Baltimore

The preceding Assignment was acknowledged before me this 29 day of

June by Brian Edward LeGette

Amanda M Berrane

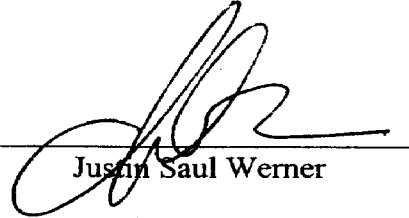
Notary Public

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

My Commission Expires:

Date: 6-29-01

By:



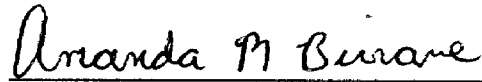
Justin Saul Werner

State of: Maryland

County of: Baltimore

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

The preceding Assignment was acknowledged before me this 29 day of
June by Justin Saul Werner.



Notary Public

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

My Commission Expires:

April 6, 2005

Date: 6-29-01

By:

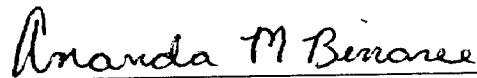


Ronald L. Wilson, II

State of: Maryland

County of: Baltimore

The preceding Assignment was acknowledged before me this 29 day of
June by Ronald L. Wilson II



Notary Public

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

My Commission Expires:

April 6, 2005