

03-06-2002

REC

ET

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

TO: Director, U.S. Patent & Trademark Office, Box 102003923
Please record the attached original document(s) or copy(ies).

D.C. 20231

1046 U.S. PTO
10/078068

02/19/02

SUBMISSION TYPE

- ☒ New
☐ 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
(For Use ONLY by U.S. Government Agencies)
☐ Department File ☐ Secret File

CONVEYING PARTY(IES): (Last name first)

Patricia Lewis
William L. Grilliot
Mary I. Grilliot

Execution Date

February 18, 2002
February 18, 2002
February 18, 2002

RECEIVING PARTY:

Name: Morning Pride Manufacturing, L.L.C.
Address: P. O. Box 13616
City: Dayton
State: Ohio
Zip Code: 45413-0616

Mark if additional names of conveying parties attached ☐

Mark if additional names of receiving parties attached ☐

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).
If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named inventor: 02/18/02

Patent Application Number(s):

Patent Number(s):

TOTAL NUMBER OF PROPERTIES: Enter the total number of properties involved: One

PATENT COOPERATION TREATY (PCT):

Enter PCT application number only if a U.S. Application
Number has not been assigned:

03/05/2002 DBYRNE 00000345 10078068

01 FC:581

40.00 00

NUMBER OF PAGES:

Enter the total number of pages contained in the conveyance document including any attachment(s). DO NOT include the Recordation Form Cover Sheet pages in this total.

Three

CORRESPONDENT NAME AND ADDRESS:

Rockey, Milnamow & Katz, Ltd.
Two Prudential Plaza
180 North Stetson Avenue, Suite 4700
Chicago, Illinois 60601
(312) 616-5400

FEE AMOUNT:

Total Fee (37 CFR 3.41) \$40.00

- ☒ Enclosed
☐ Charge to Deposit Account 04-1644
☒ The Commissioner is hereby authorized to charge any additional fees which may be required, or credit any overpayment, to Deposit Account 04-1644.

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 herein indicated.

Allen J. Hoover

Name of Person Signing

Allen J. Hoover

Signature

February 19, 2002

Date

PATENT

REEL: 012623 FRAME: 0830

Assignment

Serial No.: _____

Filed: _____

In Consideration of One Dollar and other good and valuable considerations, the receipt of which is hereby acknowledged, the entire right, title and interest in the invention or improvements of the undersigned in **ADJUSTABLY SIZABLE AND PROTECTIVE BOOT**, and in the application for Letters Patent of the United States therefor, executed by the undersigned concurrently herewith, and in any reissue or extension of any Letters Patent that may be granted upon said application are hereby assigned by the undersigned to **Morning Pride Manufacturing, L.L.C.**, a Delaware limited liability company, having a postal address at **P. O. Box 13616, Dayton, Ohio 45413-0616**, and the successors, legal representatives and assigns of **Morning Pride Manufacturing, L.L.C.** (hereinafter collectively called said Assignee), and the Commissioner of Patents and Trademarks is hereby authorized and requested by the undersigned to issue said Letters Patent to said Assignee.

For said considerations it is hereby agreed by the undersigned, upon the request of said Assignee, to execute any necessary and proper oaths or affidavits relating to said application or required for the filing or prosecution of any divisional or continuing application thereof or for the filing or prosecution of any application for the reissue or extension of any Letters Patent that may be granted on said invention or improvements that said Assignee may deem necessary or expedient, and for the said considerations it is further agreed by the undersigned, upon the request of said Assignee, in the event of said application or any division thereof, or Letters Patent issued thereon, or any reissue or application for the reissue thereof, becoming involved in Interference, to cooperate to the best of the ability of the undersigned with said Assignee in the matters of preparing and executing the preliminary statement and giving and producing evidence in support thereof, and further to perform, upon such request, any and all affirmative acts to obtain said Letters Patent and vest all rights therein hereby conveyed in the said Assignee as fully and entirely as the same would have been held and enjoyed by the undersigned if this assignment and sale had not been made. And for the said considerations the entire right, title and interest in said invention or improvements, including all priority rights, and the right to claim priority rights and the privileges and benefits thereof, including those under the International Convention, and all other Conventions, and the right to file applications for patent in said Assignee's own name for said invention or improvements in each and every country of the world are hereby assigned and granted by the undersigned to said Assignee. It is further agreed by the undersigned, upon the request of said Assignee, to execute any and all documents that shall be required of the undersigned to be executed in connection with any and all applications for foreign Letters Patent therefor, including the prosecution thereof, and to execute any and all documents necessary to invest title in said foreign applications and patents in said Assignee. The undersigned also further agrees, for the said considerations, upon the request of said Assignee, to promptly perform all lawful acts deemed by said Assignee to be necessary or advisable in connection with maintaining, enforcing, or transferring the resulting grants of said Letters Patent in the United States or foreign countries. It is agreed that such lawful acts include, but are not limited to, taking oaths, executing declarations, powers, assignments and other papers and giving testimony.

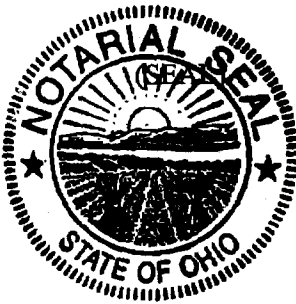
The attorneys of record in such application for patent are hereby authorized and requested by the undersigned to insert in this Assignment the date and serial number thereof in the places provided therefor.

Patricia Lewis
Patricia Lewis

Executed this 18 day of Feb, 2002.

State of OHIO)
) ss.
County of Montgomery)

On 2-18, 2002, Patricia Lewis appeared before me, a Notary Public, in and for the State and County aforesaid, and acknowledged that she freely and voluntarily subscribed and executed the foregoing Assignment for the purposes and uses therein expressed.



PATRICIA BRIGHT

Notary Public

In and for the State of Ohio

My Commission Expires

January 16, 2006

My Commission Expires: 1-16-06

* * * * *

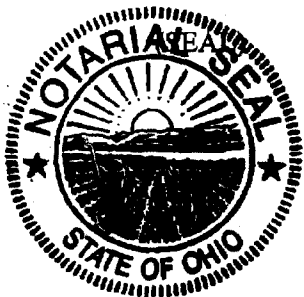
Patricia Bright
Notary Public

William L. Grilliot
William L. Grilliot

Executed this 18 day of FEB, 2002.

State of OHIO)
) ss.
County of Montgomery)

On 2-18, 2002, William L. Grilliot appeared before me, a Notary Public, in and for the State and County aforesaid, and acknowledged that he freely and voluntarily subscribed and executed the foregoing Assignment for the purposes and uses therein expressed.



PATRICIA BRIGHT

Notary Public

In and for the State of Ohio

My Commission Expires

January 16, 2006

My Commission Expires: 1-16-06

* * * * *

Patricia Bright
Notary Public

Mary L. Grilliot
Mary L. Grilliot

Executed this 18 day of FEB, 2002.