

10-28-2002

Attorney Docket No. 16676-5



PATENT

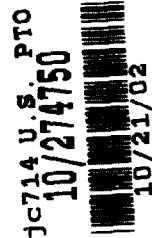
102262282
IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In Re Application Of: Eddie L. Loyd and Jason D. Owens

Serial No.:

Filed: herewith

For: Flex-Air Ventilated Rack System



**Assistant Commissioner for Patents
Washington, D.C. 20231**

10-21-02

COVER SHEET FOR TRANSMITTING ASSIGNMENT FOR RECORDAL

Attached please find an assignment for recordal.

10/274750

1. The assignment is for patent application identified above.
2. A. The total number of applications and/or patents identified in this cover sheet is one (1).
- B. The total fee is (37 CFR 1.21(h)): \$40.00.

CERTIFICATE OF MAILING

I hereby certify that this correspondence is, on the date shown below, being deposited with the United States Postal Service with sufficient postage as first class mail in an envelope addressed to: Assistant Commissioner for Patents, Washington, DC 20231

Date: October 21, 2002
Christine J. Daugherty
Christine J. Daugherty

10/25/2002 TDIAZ1 00000015 10274750

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40.00 DP

Payment of fee is made by the attached check for \$40.00. Please charge Account No. 23-3263 for any fee deficiency or credit to account any overpayment. A duplicate of this cover sheet is attached.

3. The parties conveying an interest are Eddie L. Loyd and Jason D. Owens.

4. The rights are being conveyed to:

Name: Alternative Design Manufacturing & Supply, Inc.

Address: 3055 Cheri Whitlock Dr.

P.O. Box 6330

Siloam Springs, Arkansas 72761-6330

5. The accompanying document intends to accomplish an assignment.

6. Please address correspondence to:

Christine J. Daugherty
WRIGHT, LINDSEY & JENNINGS LLP
320 North Rollston, Suite 102
Fayetteville, Arkansas 72701
Tel.: (479) 575-0808

7. The attached assignment was executed on October 11, 2002, by Eddie L. Loyd and Jason D. Owens.

8. The attached assignment is in the English language.

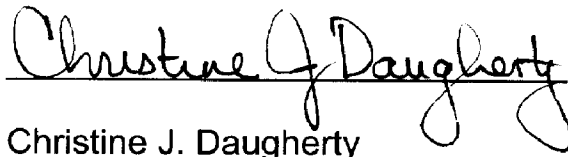
9. Submitted herewith is the original assignment.

10. 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.

11. The total number of pages being submitted, including cover sheet, attachments and documents is seven (7).

Date: 10-21-02

Reg. No.: 47,513
Tel.: (479) 575-0808

A handwritten signature in black ink, reading "Christine J. Daugherty". The signature is written in a cursive style with a large, looping "C" and a long, sweeping "y".

Christine J. Daugherty
WRIGHT, LINDSEY & JENNINGS LLP
320 North Rollston, Suite 102
Fayetteville, Arkansas 72701

cc: Mr. Eddie L. Loyd
Mr. Jason D. Owens
Ray F. Cox, Jr., Esq.

ASSIGNMENT

WHEREAS, We, Eddie L. Loyd, residing at 302 Misti Court, Siloam Springs, Arkansas 72761, and Jason D. Owens, residing at 24070 Sequoyah Road, Siloam Springs, Arkansas 72761, ("Assignors"), have invented certain new and useful improvements in an invention entitled " Flex-Air Ventilated Rack System," set forth in a patent application executed on even date herewith; and

WHEREAS, Alternative Design Manufacturing & Supply, Inc ("Assignee"), an Arkansas corporation, having a principal place of business at 3055 Cheri Whitlock Dr. P.O. Box 6330, Siloam Springs, Arkansas 72761-6330 is desirous of acquiring the entire right, title and interest in and to said invention, in said application, and in any Letters Patent or Patents, United States or foreign, to be obtained therefrom;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, We, the said Assignors, have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over unto the said Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above mentioned inventions, application for Letters Patent, and any and all Letters Patent or Patents in the United States of America and all foreign countries which may be granted therefore and thereon, including all rights to claim priority, and in and to any and all divisions, continuations, and continuations-in-part of said application, or reissues or re-examination of said Letters Patent or Patents, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by the said Assignee, for its own use and behoof, and the use and behoof 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 Assignors, had this sale and assignment not been made.

And for the same consideration, the said Assignors hereby covenant that no assignment, sale, agreement or encumbrance has been or will be entered into which would conflict with this assignment.

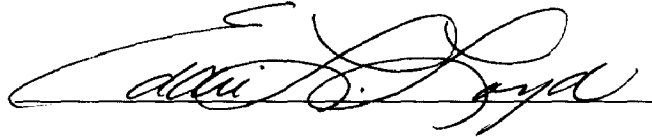
And for the same consideration, the said Assignors hereby covenant and agree to and with the said Assignee, its successors, legal representatives and assigns, that the said Assignors will, whenever counsel of the said Assignee, or the counsel of its successors, legal representatives and assigns, shall advise that any proceeding in connection with said inventions, or said application for Letters Patent or any proceeding in connection with Letters Patent for said inventions in any country, including interference proceedings, is lawful and desirable, or that any division, continuation or continuation-in-part of any application for Letters Patent, or any reissue or extension of any Letters Patent, 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 for said inventions, without charge to the said Assignee, its successors, legal representatives and assigns, but at the cost and expense of the said Assignee, its successors, legal representatives and assigns.

And the said Assignors hereby request the Commissioner of Patents and Trademarks to issue said Letters Patent of the United States to the said Assignee, as

the Assignee of said inventions and the Letters Patent to be issued thereon for the sole use and behoof of the said Assignee, its successors, legal representatives and assigns.

SIGNED this 11 day of October, 2002.

Eddie L. Loyd

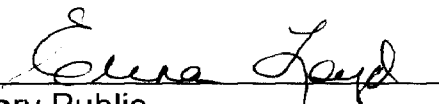


ACKNOWLEDGMENT

STATE OF ARKANSAS)
)ss
COUNTY OF Benton)

On this 11 day of October in the year 2002, before me, Elena Loyd, a Notary Public in and for the State of Arkansas, personally appeared Eddie L. Loyd, personally known to me/or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged that he/she executed the same.

In witness whereof, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.


Notary Public

My commission expires:

12-23-07

SIGNED this 11 day of OCTOBER, 2002.

Jason D. Owens

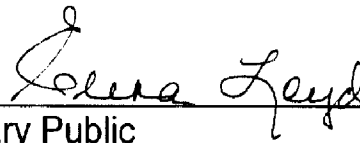


ACKNOWLEDGMENT

STATE OF ARKANSAS)
)ss
COUNTY OF Benton)

g On this 11 day of OCTOBER, in the year 2002, before me,
Leana Loyd, a Notary Public in and for the State of Arkansas,
personally appeared Jason D. Owens, personally known to me/or proved to me on the
basis of satisfactory evidence to be the person whose name is subscribed to this
instrument, and acknowledged that he/she executed the same.

In witness whereof, I have hereunto set my hand and affixed my official seal, the
day and year in this certificate first above written.



Notary Public

My commission expires:

12-23-07