

PATENT

03-04-2003



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PATENTS ONLY

SHEET

JP971 U.S. PTO  
10/368492  
02/21/03

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

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- ☒ New *02/21/03*  
☐ Resubmission (Non-Recordation)  
Document ID#   
☐ Correction of PTO Error  
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Conveyance Type

- ☒ Assignment ☐ Security Agreement  
☐ License ☐ Change of Name  
☐ Merger ☐ Other   
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Conveying Party(ies)

☐ Mark if additional names of conveying parties attached  
Execution Date  
Month Day Year

Name (line 1) **David L. REEB**  
Name (line 2)

**02-21-2003**

Second Party

Name (line 1) **Brian E. LE GETTE**  
Name (line 2)

Execution Date  
Month Day Year  
**02-21-2003**

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** **MD** **21224-3654**  
City State/Country Zip Code

If document to be recorded  
is an assignment and the  
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States, an appointment  
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Enter for the first Receiving Party only.

Name   
Address (line 1)   
Address (line 2)   
Address (line 3)   
Address (line 4)

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**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 20190-5656**

**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)**

**NEW**

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  
**02 21 2003**

**Patent Cooperation Treaty (PCT)**

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

PCT

PCT

PCT

PCT

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**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:**

**Deposit Account**

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Enclosed ☒

Deposit 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.*

**Erik B. Milch**

**Name of Person Signing**

**Signature**

**FEBRUARY 21, 2003**  
**Date**

Rev. 6/14/2002

Attorney Docket No: GRAY-028/00US

PATENT

# ASSIGNMENT (Joint)

David L. Reeb and Brian E. Le Gette, residing at 8558 Black Star Circle, Columbia, Maryland 21045 and 720 S. Montford Avenue, Baltimore, Maryland 21224, respectively (each referred to as "Assignor") have made an invention(s) (the "Invention(s)") set forth in an application for patent of the United States, entitled VALVE FOR INFLATABLE ARTICLE, and 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) ☒ to be filed herewith; or
  - (b) ☐ bearing Application No. , and filed on .

**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 21224-3654 (the "Assignee"), is desirous of acquiring the entire right, title, and interest in: the Invention(s); the application for patent identified in paragraph (1) or (2); the right to file applications for patent of the United States or other countries on the Invention(s); any application(s) for patent of the United States or other countries claiming priority to these application(s); any provisional or other right to recover damages, including royalties, for prior infringements of these applications; and any patent(s) of the United States or other countries that may be granted therefor or thereon.

**NOW, THEREFORE**, for good and sufficient consideration, the receipt of which is hereby acknowledged, and to the extent that the Assignor has not done so already via a prior agreement with the Assignee, or if the Assignor has already done so via a prior agreement with the Assignee then in confirmation of any obligation to do so in said prior agreement, 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 Assignor's entire right, title, and interest in:

- (a) the Invention(s);
- (b) the application for patent identified in paragraph (1) or (2);
- (c) the right to file applications for patent of the United States or other countries on the Invention(s), including all rights under the Paris Convention for the Protection of Industrial Property and under the Patent Cooperation Treaty;
- (d) any application(s) for patent of the United States or other countries claiming the Invention(s);
- (e) any application(s) for patent of the United States or other countries claiming priority to the application for patent identified in paragraph (1) or (2) or any application(s) for patent claiming the Invention(s), including any division(s), continuation(s), and continuation(s)-in-part; and

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(f) any provisional or other right to recover damages, including royalties, for prior infringements of any application for patent identified in the proceeding paragraphs (b)-(e); and

(g) any patent(s) of the United States or other countries that may be granted for or on any application for patent identified in the preceding paragraphs (b) -- (e), including any reissue(s) and extension(s) of said patent(s).

The above-granted rights, titles, and interests are 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, as fully and entirely as the same would have been held and enjoyed by the Assignor had this sale and assignment not been made.

The Assignor hereby represents to the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, or if applicable, at such time said prior agreement was executed, the Assignor is a lawful owner of an undivided interest in the entire right, title, and interest in and to the Invention(s), that the Invention(s) are unencumbered, except, if applicable, by obligation to assign in accordance with said prior agreement, and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner set forth herein.

The Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns, that the Assignor will sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done in connection with any and all proceedings for the procurement, maintenance, enforcement and defense of the Invention(s), said applications, and said patents, including interference proceedings, 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.

The Assignor hereby authorizes and requests the attorneys of COOLEY GODWARD L.L.P. to insert in the spaces provided above the filing date, the application number, and the attorney docket number of the application identified in paragraph (1) or (2) when known.

The Assignor hereby requests the Commissioner of Patents to issue said patents of the United States to the Assignee for the sole use and behalf of the Assignee, its successors, legal representatives, and assigns.

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Date: 2-21-03

By:   
David L. Reeb

State of \_\_\_\_\_ )

ss.

County of \_\_\_\_\_ )


On \_\_\_\_\_, before me, \_\_\_\_\_, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary Public

Place Notary Seal Above

Date: 2-21-03

By:   
Brian E. Le Gette

State of \_\_\_\_\_ )

ss.

County of \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary Public

Place Notary Seal Above

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