	(P.ev. 10/02)	- 30 - 2003  J.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office
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		Name: Vesture Acquisition Corporation
	Additional name of conveying party(ies) attached? ☐ Yes ☒ No	Internal Address:
	3. Nature of conveyance:  ☐ Merger	Street Address: 120 East Pritchard Street
	☐ Security Agreement ☐ Change of Name ☐ Other	City: Asheboro State: NC Zip: 27203  Additional Name(s) & address(es) attached? ☐ Yes ☒ No
	<ol> <li>Application number(s) or patent number(s):</li> <li>If this document is being filed together with a new application</li> <li>A. Patent Application No.(s)</li> </ol> Additional numbers att	n, the execution date of the application is:  B. Patent No.(s)  See Schedule 1 attached hereto  ached?  Yes  No
	Name and address of party to whom correspondence concerning this document should be mailed:	6. Total number of applications and patents involved: 30
06/27/2	Name: Kimberly B. Gatling, Smith Moore LLP  Internal Address:	7. Total fee (37 CFR 3.41) \$ 1200.00  ☐ Enclosed ☐ Authorized to be charged to deposit account
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	Street Address: 300 North Greene Street, Suite 1400	8. Deposit account number:
	City: Greensboro State: NC Zip: 27401	(Attach duplicate copy of this page if paying by deposit account)
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	9. Statement and signature.  To the best of my knowledge and belief, the foregoing informis a true copy of the original document.  Kimberly B. Gatling  Name of Person Signing	mation is tryle and correct and any attached copy    June 25, 2003     Signature   Date

Total number of pages including cover sheet, attachments, and documents:

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks, Box Assignments

Washington, D.C. 20231

# Schedule 1

Utility Patents	Description
5,630,959	Food Container with Heating Pad & Method
5,880,435	Food Delivery Container
6,060,696	Food Delivery Container
6,062,040	Insulated Chest and Method
6,112,819	Foaming Water Dispenser

Design Patent	Description
346,062	Footwear with Therapeutic Pad

Canadian Utility Patent	Description
2,304,818	Therapeutic Pad and Method

U.S. Patent No.	Application No.	Title
5,999,699	09/030,348	Thermal Retention Device With Outer Covering Receiving a Warmer and Food to be Heated
6,215,954	09/630,131	Thermal Retention-Device
6,329,644	09/679,707	Thermal Retention Device
5,750,962	08/901,826	Thermal Retention Device
5,932,129	08/581,929	Thermal Retention Device
5,601,744	08/672,309	Double-Walled Microwave Cup with Microwave Receptive Material
5,730,721	08/591,726	Medical Applicator and Method
5,892,202	08/706,651	Thermal Storage and Transport

600177

6,266,972	09/206,685	Modular Freezer Pallet and Method for Storing Perishable Items
6,121,578	09/267,182	Wrap Heater and Method for Heating Food Product
6,300,599	09/664,018	Wrap Heater and Method for Heating Food Product
5,974,826	09/070,684	Beverage Cooling and Carrying Apparatus and Method for Cooling and Carrying Beverage
6,182,466	09/398,747	Beverage Cooling and Carrying Apparatus and Method for Cooling and Carrying Beverage
6,007,572	09/069,730	Thermal Seat and Method for Using a Thermal Seat
6,066,840	09/070,312	Apparatus for controlling the Temperature of Food in a Casserole Dish and Method for controlling the Temperature of Food in a Casserole Dish
6,353,208	09/504,550	Apparatus and Method for Heated Food Delivery
6,486,443	10/090,884	Apparatus and Method for Heated Food Delivery
6,392,201	09/639,585	Catering Apparatus and Method for Delivering Heated Food Product
6,433,313	09/611,761	Apparatus and Method for Heated Food Delivery
6,555,789	10/201,767	Apparatus and Method for Heated Food Delivery
6,384,387	09/747,181	Delivery Bag with Induction Heating
6,555,799	10/101,249	Delivery Bag with Induction Heating
5,918,478	939,401	Insulated Chest and Method
5,865,037	705,753	Insulated Chest and method

## EXHIBIT A

Utility Patents	Description
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5,880,435	Food Delivery Container
6,060,696	Food Delivery Container
6,062,040	Insulated Chest and Method
6,112,819	Foaming Water Dispenser

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6,384,387	09/747,181	Delivery Bag with Induction Heating
6,555,799	10/101,249	Delivery Bag with Induction Heating
6,062,040	298,883	Insulated Chest and Method
6,060,696	200,572	Food Delivery Container
5,918,478	939,401	Insulated Chest and Method
5,880,435	740,197	Food Delivery Container

5,865,037	705,753	Insulated Chest and method
5,630,959	517,293	Microwaveable Heating Pad for Warming Food and Method
Design 346,062	001,001	Slipper with Therapeutic Pad

### PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT made as of the 18th day of June, 2003, by VESTURE CORPORATION, a corporation duly organized and existing under the laws of the State of North Carolina ("Assignor"), in favor of VESTURE ACQUISITION CORP., a corporation duly organized and existing under the laws of the State of North Carolina ("Assignee").

#### WITNESSETH:

WHEREAS, Assignor is the sole owner of the inventions listed on Exhibit A attached hereto (the "Inventions"), for which the patents listed on Exhibit A ("Issued Patents") have been granted; and

WHEREAS, Assignee is desirous of acquiring Assignor's entire right, title and interest in the Inventions, and any patents that may be granted thereon, including the Issued Patents, pursuant to that Asset Purchase Agreement dated May 14, 2003, by and between Assignor, Assignee and R.G. Barry Corporation;

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby sell, assign, transfer and set over to Assignee, its successors and assigns, Assignor's entire right, title and interest for the United States and all other countries in and to the Inventions and the Issued Patents, and all originals, continuations, continuations-in-part, substitutions, divisions, or reissues thereof that may be issued hereafter, including all right of priority from the filing thereof, and all rights for past infringement, and all applications for Letters Patent that may be filed for the Inventions in any foreign country and all Letters Patent that may be granted on the Inventions in any foreign country, and all extensions, renewals, and reissues thereof, the same to be held and enjoyed by Assignee, for its interest, and for its own use and behalf, and the use and behalf of its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor had this sale, assignment and transfer not been made.

Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and any official of any foreign country whose duty it is to issue patents to issue any patent claiming any part of the Inventions to Assignee or its successors, assigns or nominees.

Assignor further covenants and agrees that on request and without further consideration, it shall execute and deliver all papers that may be necessary or desirable to perfect the title to the Inventions and Issued Patents in Assignee, its successors, assigns or nominees, execute all divisional, continuing, and reissue applications, make all rightful oaths, and generally assist Assignee, its successors, assigns and nominees to obtain and enforce proper patent protection for the Inventions in the United States and any foreign country.

IN WITNESS WHEREOF, Assignor through its authorized officer has executed this instrument and caused the corporate seal to be affixed hereto as of the date and year first above written.

VESTURE/

By:

Name://

Title: Whairman and President

[CORPORATE SEAL]

Attest: ≤

Daniel D. Viren

Secretary and Treasurer

**PATENT** 

REEL: 014210 FRAME: 0244

#### STATE OF OHIO

#### **COUNTY OF FAIRFIELD**

I, Laverne K. Foe, a Notary Public of said County and State, do hereby certify that Gordon Zacks personally appeared before me this day and acknowledged that he is the Chairman and President of VESTURE CORPORATION, a North Carolina corporation, and that by authority duly given, and as the act of the corporation, the foregoing instrument was signed in its name by its Chairman and President, sealed with its corporate seal and attested by Daniel D. Viren as its Secretary and Treasurer.

WITNESS my hand and official seal or stamp, this the /6 day of June, 2003.

Notary Public

LAVERNE K. FOE

Notary Public, State of Ohio My Commission Expires July 19, 2007 Recorded in Franklin County

[SEAL OR STAMP]

My Commission Expires:

7-19-2007

RECORDED: 06/25/2003