

06-30-2003



Form PTO-1595

(Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2005)

Tab settings ⇌ ⇌ ⇌ ▼ ▼ ▼ ▼ ▼ ▼ ▼

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

102485544

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Vesture Acquisition Corp.

6-25-03

2. Name and address of receiving party(ies)

Name: RBC Centura Bank

Internal Address: _____

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

☐ Assignment☐ Merger☒ Security Agreement☐ Change of Name☐ Other _____

Street Address: 134 N. Church Street

City: Rocky Mount State: NC Zip: 27802

Execution Date: June 18, 2003

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s) See Exhibit A

attached hereto

B. Patent No.(s) See Exhibit A attached

hereto

Additional numbers attached? ☒ Yes ☐ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Richard Brooks

Internal Address: RBC Centura Bank

Street Address: 115 S. Fayetteville St.

City: Asheboro State: NC Zip: 27203

6. Total number of applications and patents involved: 45

7. Total fee (37 CFR 3.41).....\$ 1800.00

☒ Enclosed☐ Authorized to be charged to deposit account

8. Deposit account number:

502190

DO NOT USE THIS SPACE

9. Signature.

Byron C. Owens, President
Name of Person Signing

Signature

June 18, 2003

Date

Total number of pages including cover sheet, attachments, and documents: 13

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

Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

06/27/2003 ECOOPER 00000268 6152952

01 FC:8021

1800.00 OP

FINANCE SECTION
JUN 25 AM 8:43PATENT
REEL: 014210 FRAME: 0246

EXHIBIT A

U.S. Patent No.	Application No.	Title
6,152,952	329,379	Therapeutic Pad and Method
6,007,572	069,730	Thermal Seat and Method for Using a Thermal Seat
5,989,286	695,620	Therapeutic Pad and Method
5,817,150	695,413	Therapeutic Pad and Method
5,817,149	695,396	Heat Application Method
5,700,284	695,589	Heat Application Method
5,591,221	533,307	Therapeutic Footwear Method
5,575,812	426,987	Cooling Pad Method
5,500,010	136,021	Heat Application Method
5,545,198	533,180	Method of Heating Seat Cushion With Removable Heating Pad
5,357,693	144,345	Footwear With Therapeutic Pad
5,339,541	173,869	Footwear with Therapeutic Pad
5,300,105	085,570	Therapeutic Pad and Method
6,250,104	540,143	Temperature Control Assembly and Method for Temperature Control
Design 343,088	789,463	Foldable Seat Cushion With Carrying Strap Which May Be Microwavable To Provide Warmth
Canadian 2,037,017		Therapeutic Pad and Method
Canadian Design 70177		Industrial Design for a Cushion

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

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

PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT ("Assignment") made as of this 18th day of June, 2003, by VESTURE ACQUISITION CORP., a North Carolina corporation ("Assignor"), in favor of RBC CENTURA BANK, a North Carolina corporation (hereinafter called the "Assignee").

WITNESSETH:

WHEREAS, Assignor and Assignee are parties to a Loan Agreement dated as of June 18, 2003 (as amended, restated or supplemented from time to time, the "Loan Agreement"); and

WHEREAS, Assignor and Assignee are parties to a Security Agreement dated as of the date hereof (the "Security Agreement"); and

WHEREAS, the Loan Agreement provides for the Assignee to extend credit to or for the account of Assignor and the Security Agreement provides for the grant by Assignor to Assignee of a security interest in certain of Assignor's assets, including, without limitation, its patents.

NOW, THEREFORE, in consideration of the mutual premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor agrees as follows:

1. Security Agreement. The Assignee shall have the same rights and remedies with respect to the Patent as are set forth in the Security Agreement with respect to the Collateral (as defined in the Security Agreement). No inconsistency in the provisions of this Assignment and the Security Agreement shall be construed to limit any such rights or remedies.

2. Assignment of Patent. To secure the complete and timely satisfaction of the Obligations (as defined in the Security Agreement), Assignor hereby grants, assigns and conveys to Assignee its entire right, title and interest in and to the patent(s) described on Schedule 1 attached hereto and incorporated herein by reference (collectively referred to herein as the "Patent") and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof and (d) all rights corresponding thereto throughout the world.

3. Restrictions on Future Agreements. Assignor agrees that until the Obligations shall have been satisfied in full and the Loan Agreement shall have been terminated, Assignor will not, without Assignee's prior written consent, enter into any agreement (including, without limitation, a license agreement) which is inconsistent with Assignor's obligations under this Assignment. Assignor further agrees that it will not take any action, or permit any action to be taken by others subject to its control, including licensees, or fail to take any action, which would affect the validity or enforcement of the rights transferred to Assignee under this Assignment.

4. Royalties; Terms. Assignor hereby agrees that the use by Assignee of the Patent as described above shall be worldwide and without any liability for royalties or other related charges from Assignee to the Assignor. The term of the Assignment granted herein shall extend until the earlier of (a) the expiration of the Patent assigned hereunder, or (b) the payment in full of the obligations and the termination of the Loan Agreement.

5. Grant of License to Assignor. Unless and until a default or an event of default pursuant to Section 6 of the Loan Agreement or any other Loan Document (each an "Event of Default") shall have occurred and any applicable cure period has expired, Assignee hereby grants to Assignor the exclusive, nontransferable right and license to make, have made, use and sell the inventions and materials disclosed and claimed in the Patent for Assignor's own benefit and account and for none other. Assignor agrees not to sell or assign its interest in, or grant any sublicense under, the license granted to Assignor in this Section 5, without the prior written consent of the Assignee. From and after the occurrence of any Event of Default and the expiration of any applicable cure period, Assignor's license with respect to the Patent as set forth in this Section 5 shall terminate forthwith, and Assignee shall have, in addition to all other rights and remedies given it by this Assignment, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patent may be located subject, however, to the provisions of Section 6 hereof.

6. Restrictions on Transfer by Assignor. Assignor shall not transfer the Patent or any property right incident thereto except as provided herein as long as the obligations remain outstanding, except with the prior written consent of Assignor.

7. Reassignment to Assignor. This Assignment is executed for collateral purposes only and upon payment in full of the Obligations and termination of the Loan Agreement, Assignee shall execute and deliver to Assignor all deeds, assignments and other instruments as may be necessary or proper to revest in Assignor full title to the Patent, subject to any disposition thereof which may have been made by Assignee pursuant hereto or pursuant to the Loan Agreement.

8. Duties of Assignor. Assignor shall have the duty to preserve and maintain all rights in the Patent. Assignor shall not abandon any right in connection with the Patent without the consent of Assignee, which consent shall not be unreasonably withheld.

9. Assignee's Right to Sue. Assignee shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Patent, and any licenses thereunder, and, if Assignee shall commence any such suit Assignor shall, at the request of Assignee, do any and all lawful acts and execute any and all proper documents required by Assignee in aid of such enforcement and Assignor shall promptly, upon demand, reimburse and indemnify Assignee for all costs and expenses incurred by Assignee in the exercise of its rights under this Section 9.

10. Waivers. No course of dealing between Assignor and Assignee, or any failure to exercise, nor any delay in exercising, on the part of Assignee, any right, power or privilege hereunder or under the Loan Agreement shall operate as a waiver thereof; nor shall any single or

partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

11. Severability. The provisions of this Assignment are severable, and if any clause or provision shall be held invalid or unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Assignment in any jurisdiction.

12. Modification. This Assignment cannot be altered, amended or modified in any way, except by a writing signed by the parties hereto.

13. Cumulative Remedies; Effect on Loan Agreement. All of the Assignee's rights and remedies with respect to the Patent, whether established hereby or by the Loan Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Assignor acknowledges and agrees that this Assignment is not intended to limit or restrict in any way the rights and remedies of Assignee under the Loan Agreement but rather is intended to facilitate the exercise of such rights and remedies.

14. Binding Effect; Benefits. This Assignment shall be binding upon the Assignor and its respective successors and assigns, and shall inure to the benefit of Assignee, its nominees and assigns.

15. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of North Carolina.

**[Remainder of page intentionally blank.
Signature page to follow.]**

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment as of the day and year first above written.

VESTURE ACQUISITION CORP.

By: 

Title: _____

RBC CENTURA BANK

By: _____

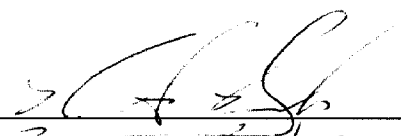
Title: _____

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment as of the day and year first above written.

VESTURE ACQUISITION CORP.

By: _____
Title: _____

RBC CENTURA BANK

By:  _____
Title: Business Banker

ACKNOWLEDGEMENTS

STATE OF North Carolina

COUNTY OF Guilford

The foregoing Patent Assignment was executed and acknowledged before me this 13th day of June, 2003, by Byron C. Owens, personally known to me to be the President of VESTURE ACQUISITION CORP., a North Carolina corporation, on behalf of such corporation.

Melba J. Sarst
Notary Public

My commission expires:

May 5, 2004

STATE OF _____

COUNTY OF _____

The foregoing Patent Assignment was executed and acknowledged before me this ____ day of June, 2003, by _____, personally known to me to be the _____ of RBC CENTURA BANK, a North Carolina corporation, on behalf of such corporation.

Notary Public

My commission expires:

ACKNOWLEDGEMENTS

STATE OF _____

COUNTY OF _____

The foregoing Patent Assignment was executed and acknowledged before me this ____ day of June, 2003, by _____, personally known to me to be the _____ of VESTURE ACQUISITION CORP., a North Carolina corporation, on behalf of such corporation.

Notary Public

My commission expires:

STATE OF NC

COUNTY OF Randolph

The foregoing Patent Assignment was executed and acknowledged before me this 6th day of June, 2003, by R. A. Brooks, personally known to me to be the Business Banker of RBC CENTURA BANK, a North Carolina corporation, on behalf of such corporation.

Patricia H. Nichols
Notary Public

My commission expires:

10.8.04

Schedule 1

U.S. Patent No.	Application No.	Title
6,152,952	329,379	Therapeutic Pad and Method
6,007,572	069,730	Thermal Seat and Method for Using a Thermal Seat
5,989,286	695,620	Therapeutic Pad and Method
5,817,150	695,413	Therapeutic Pad and Method
5,817,149	695,396	Heat Application Method
5,700,284	695,589	Heat Application Method
5,591,221	533,307	Therapeutic Footwear Method
5,575,812	426,987	Cooling Pad Method
5,500,010	136,021	Heat Application Method
5,545,198	533,180	Method of Heating Seat Cushion With Removable Heating Pad
5,357,693	144,345	Footwear With Therapeutic Pad
5,339,541	173,869	Footwear with Therapeutic Pad
5,300,105	085,570	Therapeutic Pad and Method
6,250,104	540,143	Temperature Control Assembly and Method for Temperature Control
Design 343,088	789,463	Foldable Seat Cushion With Carrying Strap Which May Be Microwavable To Provide Warmth
Canadian 2,037,017		Therapeutic Pad and Method
Canadian Design 70177		Industrial Design for a Cushion

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 Patents	Description
346,062	Footwear with Therapeutic Pad

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

U.S. Patent No. (or, status)	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
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
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