

RECORD

06-30-2003

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102485551

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

1. Name of conveying party(ies):  
R.G. Barry Corporation

6.25.03

2. Name and address of receiving party(ies)

Name: Vesture Acquisition Corporation

Internal Address:

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

3. Nature of conveyance:

☒ Assignment

☐ Merger

☐ Security Agreement

☐ Change of Name

☐ Other \_\_\_\_\_

Street Address: 120 East Pritchard Street

City: Asheboro State: NC Zip: 27203

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

Execution Date: June 18, 2003

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 Schedule 1 attached hereto

B. Patent No.(s)

See Schedule 1 attached hereto

Additional numbers attached? ☒ Yes ☐ No

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

Name: Kimberly B. Gatling, Smith Moore LLP

Internal Address:

Street Address: 300 North Greene Street, Suite 1400

City: Greensboro State: NC Zip: 27401

6. Total number of applications and patents involved: 15

7. Total fee (37 CFR 3.41) . . . . . \$ 600.00

☒ Enclosed

☐ Authorized to be charged to deposit account

8. Deposit account number:

502190

(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 information is true and correct and any attached copy is a true copy of the original document.

Kimberly B. Gatling  
Name of Person Signing

Signature

June 25, 2003  
Date

Total number of pages including cover sheet, attachments, and documents: 6

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

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

06/27/2003 EDOOPER 00000265 6152952

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PATENT  
REEL: 014210 FRAME: 0333

**Schedule 1**

<b>U.S. Patent No.</b>	<b>Application No.</b>	<b>Title</b>
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

**EXHIBIT A**

<b>U.S. Patent No.</b>	<b>Application No.</b>	<b>Title</b>
6,152,952	329,379	Therapeutic Pad and Method
6,007,572	069,730	Thermal Seat and Method for Using a Thermal Seat
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Canadian 2,037,017		Therapeutic Pad and Method
Canadian Design 70177		Industrial Design for a Cushion

## **PATENT ASSIGNMENT**

**THIS PATENT ASSIGNMENT** made as of the 18<sup>th</sup> day of June, 2003, by R. G. BARRY CORPORATION, a corporation duly organized and existing under the laws of the State of Ohio ("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") and the patent applications listed on Exhibit A have been filed ("Patent Applications"); and

**WHEREAS**, Assignee is desirous of acquiring Assignor's entire right, title and interest in the Inventions, and any patent that may be granted thereof, including the Issued Patents and the Patent Applications, pursuant to that Asset Purchase Agreement dated May 14, 2003, by and between Assignor, Assignee and Vesture Corporation, a North Carolina 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, the Issued Patents and the Patent Applications, 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 of said applications, 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, Issued Patents, and Patent Applications 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.

R. G. BARRY CORPORATION

By: 

Name: Gordon Zacks

Title: Chairman, President and Chief  
Executive Officer

[CORPORATE SEAL]

Attest: 

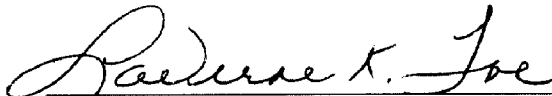
Daniel D. Viren  
Secretary, Treasurer and  
Chief Financial Officer and Senior  
Vice President – Finance

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, President and Chief Executive Officer of R. G. BARRY CORPORATION, an Ohio 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, President and Chief Operating Officer, sealed with its corporate seal and attested by Daniel D. Viren as its Secretary, Treasurer, Chief Financial Officer and Senior Vice President – Finance.

WITNESS my hand and official seal or stamp, this the 16 day of June, 2003.



Notary Public

My Commission Expires:

7-19-2007

**LAVERNE K. FOE**

Notary Public, State of Ohio

My Commission Expires July 19, 2007

Recorded in Franklin County

[SEAL OR STAMP]