

Form PTO-1595

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

RECORDATION FORM COVER SHEET

PATENTS ONLY

U.S. DEPARTMENT OF COMMERCE

U.S. Patent and Trademark Office

Our Ref.: 42013

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

1. Name of conveying party(ies):

Carmine S. DiChiara

Peter F. Leonardi

2. Name and address of receiving party(ies)

Name: Liberty Optical Manufacturing Co., Inc.

Internal Address: _____

Street Address: 380 Verona Avenue

City: Newark State: NJ Zip: 07104

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

3. Nature of conveyance:



Assignment



Merger



Security Agreement



Change of Name



Other _____

Execution Date: 3/9/04 and 3/12/04

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)

10/391,796

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Name: Roylance, Abrams, Berdo & Goodman, LLP

Internal Address: _____

Street Address: 1300 19th Street, N.W., Suite 600

City: Washington State: DC Zip: 20036

6. Total number of applications and patents involved: ☒ 1

7. Total fee (37 CFR 3.41).....\$ 40.00



Enclosed



Authorized to be charged to deposit account

8. Deposit account number:

18-2220

(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.

Marcus R. Mickney

Name of Person Signing

Signature

March 12, 2004

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

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FORM PTO-1619C
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**RECORDATION FORM COVER SHEET
CONTINUATION
PATENTS ONLY**

U.S. Department of Commerce
Patent and Trademark Office
PATENT

Conveying Party(ies)

☐ Mark if additional names of conveying parties attached

Enter additional Conveying Parties

Execution Date
Month Day Year

Name (line 1)

Name (line 2)

Execution Date
Month Day Year

Name (line 1)

Name (line 2)

Execution Date
Month Day Year

Name (line 1)

Name (line 2)

Receiving Party(ies)

☒ Mark if additional names of receiving parties attached

Enter additional Receiving Party(ies)

Name (line 1)

Halo Sports and Safety, Inc.

Name (line 2)

Address (line 1)

9 Phair Street, P.O. Box 1369

Address (line 2)

Address (line 3)

Gloversville

City

NY

State/Country

12708

Zip Code

Name (line 1)

Name (line 2)

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

☐ If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment.)

☐ If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment.)

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)

42013

ASSIGNMENT

In consideration of One Dollar (\$1.00), and other good and valuable considerations, the receipt of which is hereby acknowledged, we, the undersigned, Carmine S. Di Chiara and Peter F. Leonardi,

Hereby sell, assign and transfer to Liberty Optical Manufacturing Co., Inc., a corporation of the State of New Jersey, having a place of business at 380 Verona Avenue, Newark, NJ 07104, and to Halo Sports and Safety Inc., a corporation of the State of New York, having a place of business at 9 Phair Street, P.O. Box 1369, Gloversville, NY 12708, their successors, assigns and legal representatives, the entire right, title and interest for all countries, in and to any and all improvements that are disclosed and claimed, and as possessed by the undersigned, any and all improvements that are disclosed but not claimed, in the application for United States Patent, which has been executed by the undersigned concurrently herewith, and is entitled

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and in and to said application and all divisional, continuing, substitute, renewal, reissue and all other applications for Letters Patent which have been or shall be filed on any of said improvements disclosed in said application; and in and to all original reissued patents which have been or shall be issued on said improvements;

Authorize and request the Commissioner of Patents & Trademarks to issue to said Assignees, the corporations above named, their successors, assigns and legal representatives, in accordance with this assignment, any and all United States Letters Patent on said improvements, or any of them, disclosed in said application;

Agree that said Assignees may apply for and receive foreign Letters Patent for said improvements, or any of them; and may claim, in applications for said foreign Letters Patent, the priority of the aforesaid United States application under the provisions of the International Convention; and that, when requested, without charge to but at the expense of said Assignees, their successors, assigns, and legal representatives, to carry out in good faith the intent and purpose of this assignment, the undersigned will, for the United States and all foreign countries, execute all divisional, continuing, substitute, renewal, reissue, and all other patent applications on any and all said improvements; execute all rightful oaths, assignments, powers of attorney and other papers; communicate to said Assignees, their successors, assigns and representatives, all facts known to the undersigned relating to said improvements and the history thereof; testify in all legal proceedings; and generally do everything possible that said Assignees, their successors, assigns or representatives shall consider desirable for aiding in securing, maintaining and enforcing proper patent protection for said improvements and for vesting title to said improvements and all applications for patents and all patents on said improvements, in said Assignees, their successors, assigns and legal representatives;

Covenant with said Assignees, their successors, assigns and legal representatives that no assignment, grant, mortgage, license or other agreement affecting the rights and property

herein conveyed has been made to others by the undersigned, and that full right to convey the same as herein expressed is possessed by the undersigned;

Each Assignee shall have an equal and undivided interest in any invention and any patent thereon, as defined above;

In the event of infringement by a third party of a jointly owned patent, as defined above, either Assignee may assert such patent and initiate an action for infringement thereof, provided, however, that the other Assignee is given an opportunity in advance to join in the assertion and action and to share equally in the expenses and recoveries;

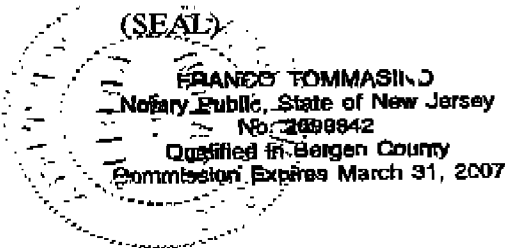
Each Assignee agrees to cooperate and assist the other Assignee in any infringement action brought by the other Assignee in accordance with this provision, including joining the action to the extent necessary to permit the other Assignee to maintain the suit; and

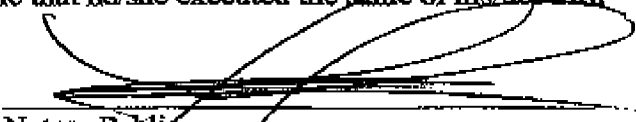
No Assignee may grant a license under a jointly owned patent, as defined above, without the prior written consent of the other Assignee, which consent will not be unreasonably withheld.


Carmine S. DiChiara, Vice President
Liberty Optical Manufacturing Co., Inc.

STATE OF NEW JERSEY)
COUNTY OF ESSEX) SS

Before me this 9th day of MARCH, 2004, personally appeared Carmine S. DiChiara to me personally known to be the person who is described in and who executed the above instrument, and he acknowledged to me that he/she executed the same of his/her own free will for the purposes therein set forth.




Notary Public
My commission expires: 3/31/07

Peter F. Leonardi, President
Halo Sports and Safety, Inc.

STATE OF)
COUNTY OF) SS

Before me this _____ day of _____, 2003, personally Peter F. Leonardi appeared to me personally known to be the person who is described in and who executed the above instrument, and he acknowledged to me that he executed the same of his own free will for the purposes therein set forth.

(SEAL)

Notary Public
My commission expires: _____

Carmine S. DiChiara, Vice President
Liberty Optical Manufacturing Co., Inc.

STATE OF New York)
) SS
 COUNTY OF Fulton)

Before me this 12th day of March, ~~2003~~ ²⁰⁰⁴, personally appeared Carmine S. DiChiara to me personally known to be the person who is described in and who executed the above instrument, and he acknowledged to me that he/she executed the same of his/her own free will for the purposes therein set forth.

(SEAL)

[Signature]
 Notary Public

My commission expires: _____

[Signature]
 Peter F. Leonardi, President
 Halo Sports and Safety, Inc.

STATE OF New York)
) SS
 COUNTY OF Fulton)

Before me this 12th day of March, ~~2003~~ ²⁰⁰⁴, personally Peter F. Leonardi appeared to me personally known to be the person who is described in and who executed the above instrument, and he acknowledged to me that he executed the same of his own free will for the purposes therein set forth.

(SEAL)

[Signature]
 Notary Public

My commission expires: June 2, 2007

KELLY S. NAUROTH
 Notary Public in the State of New York
 Fulton County Reg# 01NA609336
 My Commission Expires June 2, 07