

9/15/03

Mailed via Express Mail Mailing Label No. EV 360021434US on September 15, 2003

Comparable to Form PTO-1619A-B Expires 06/03/99 OMB0651-0027

RE

09-22-2003



EET

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

TO: Mail Stop Assignments, Director Please record the attached original document(s) or copy(ies). 102555534 1450, Alexandria, VA 22313-1450

SUBMISSION TYPE: [X] New, [ ] Resubmission, [ ] Correction of PTO Error, [ ] Corrective Document. CONVEYANCE TYPE: [X] Assignment, [ ] License, [ ] Merger, [ ] Security Agreement, [ ] Change of Name, [ ] Other. U.S. Government (For Use ONLY by U.S. Government Agencies) [ ] Department File [ ] Secret File

CONVEYING PARTY(IES): (Last name first) William L. Grilliot, Mary I. Grilliot. Execution Date: June 26, 2003. RECEIVING PARTY: Name: Morning Pride Manufacturing, L.L.C., Address: P. O. Box 13616, City: Dayton, State: Ohio, Zip Code: 45413-0616.

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). If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named inventor: 00/00/00

Patent Application Number(s): 10/461,999 Patent Number(s):

TOTAL NUMBER OF PROPERTIES: Enter the total number of properties involved: One

PATENT COOPERATION TREATY (PCT): Enter PCT application number only if a U.S. Application Number has not been assigned: 09/17/2003 BTUM11 00000099 230785 10461999 01 FC:8021 40.00 DA. NUMBER OF PAGES: Enter the total number of pages contained in the conveyance document including any attachment(s). DO NOT include the Recordation Form Cover Sheet pages in this total. two

CORRESPONDENT NAME AND ADDRESS: Wood, Phillips, Katz, Clark & Mortimer Citicorp Center, Suite 3800 500 West Madison Street Chicago, Illinois 60661-2511 (312) 876-1800. FEE AMOUNT: Total Fee (37 CFR 3.41) \$40.00 [ ] Enclosed [X] Charge to Deposit Account 23-0785 [X] The Commissioner is hereby authorized to charge any additional fees which may be required, or credit any overpayment, to Deposit Account 23-0785.

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 herein indicated. Allen J. Hoover Name of Person Signing Allen J. Hoover Signature September 15, 2003 Date

# Assignment

Serial No.: 10/461,999

Filed: June 12, 2003

**In Consideration** of One Dollar and other good and valuable considerations, the receipt of which is hereby acknowledged, the entire right, title and interest in the invention or improvements of the undersigned in **PROTECTIVE COMBINATION COMPRISING FACE MASK, PROTECTIVE GARMENT HAVING HOOD, AND INFLATABLE SEAL, FOR FIREFIGHTER OR EMERGENCY WORKER**, and in the application for Letters Patent of the United States therefor, and in any reissue or extension of any Letters Patent that may be granted upon said application are hereby assigned by the undersigned to **Morning Pride Manufacturing, L.L.C.** a Delaware limited liability company, having offices at **P. O. Box 13616, Dayton, Ohio 45413-0616**, and the successors, legal representatives and assigns of **Morning Pride Manufacturing, L.L.C.** (hereinafter collectively called said Assignee), and the Commissioner of Patents and Trademarks is hereby authorized and requested by the undersigned to issue said Letters Patent to said Assignee.

**For said considerations** it is hereby agreed by the undersigned, upon the request of said Assignee, to execute any necessary and proper oaths or affidavits relating to said application or required for the filing or prosecution of any divisional or continuing application thereof or for the filing or prosecution of any application for the reissue or extension of any Letters Patent that may be granted on said invention or improvements that said Assignee may deem necessary or expedient, and for the said considerations it is further agreed by the undersigned, upon the request of said Assignee, in the event of said application or any division thereof, or Letters Patent issued thereon, or any reissue or application for the reissue thereof, becoming involved in Interference, to cooperate to the best of the ability of the undersigned with said Assignee in the matters of preparing and executing the preliminary statement and giving and producing evidence in support thereof, and further to perform, upon such request, any and all affirmative acts to obtain said Letters Patent and vest all rights therein hereby conveyed in the said Assignee as fully and entirely as the same would have been held and enjoyed by the undersigned if this assignment and sale had not been made. And for the said considerations the entire right, title and interest in said invention or improvements, including all priority rights, and the right to claim priority rights and the privileges and benefits thereof, including those under the International Convention, and all other Conventions, and the right to file applications for patent in said Assignee's own name for said invention or improvements in each and every country of the world are hereby assigned and granted by the undersigned to said Assignee. It is further agreed by the undersigned, upon the request of said Assignee, to execute any and all documents that shall be required of the undersigned to be executed in connection with any and all applications for foreign Letters Patent therefor, including the prosecution thereof, and to execute any and all documents necessary to invest title in said foreign applications and patents in said Assignee. The undersigned also further agrees, for the said considerations, upon the request of said Assignee, to promptly perform all lawful acts deemed by said Assignee to be necessary or advisable in connection with maintaining, enforcing, or transferring the resulting grants of said Letters Patent in the United States or foreign countries. It is agreed that such lawful acts

include, but are not limited to, taking oaths, executing declarations, powers, assignments and other papers and giving testimony.

The attorneys of record in such application for patent are hereby authorized and requested by the undersigned to insert in this Assignment the date and serial number thereof in the places provided therefor.

William L. Grilliot  
William L. Grilliot

Executed this 26 day of June, 2003.

State of OHIO)  
) ss.  
County of Montgomery)

On June 26, 2003, appeared before me, a Notary Public, in and for the State and County aforesaid, and acknowledged that he freely and voluntarily subscribed and executed the foregoing Assignment for the purposes and uses therein expressed.

Patricia Bright  
Notary Public

**PATRICIA BRIGHT**  
**Notary Public**  
**In and for the State of Ohio**  
**My Commission Expires**  
**January 16, 2006**

My Commission Expires: 1-16-06

\* \* \* \* \*

Mary I. Grilliot  
Mary I. Grilliot

Executed this 26 day of June, 2003.

State of OHIO)  
) ss.  
County of Montgomery)

On June 26, 2003, appeared before me, a Notary Public, in and for the State and County aforesaid, and acknowledged that she freely and voluntarily subscribed and executed the foregoing Assignment for the purposes and uses therein expressed.

Patricia Bright  
Notary Public

**PATRICIA BRIGHT**  
**Notary Public**  
**In and for the State of Ohio**  
**My Commission Expires**  
**January 16, 2006**

My Commission Expires: 1-16-06

\* \* \* \* \*

