

12-31-2003

Form PTO-1595 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings



102636613

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

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

1. Name of conveying party(ies): Welker, Brian Hart 12.18.03 Additional name(s) of conveying party(ies) attached? [ ] Yes [ ] No

2. Name and address of receiving party(ies) Name: Imageworks Display & Marketing Group Internal Address: Suite 100 Street Address: 415 Wachovia Street City: Winston-Salem State: NC Zip: 27101 Additional name(s) & address(es) attached? [ ] Yes [ ] No

3. Nature of conveyance: [x] Assignment [ ] Merger [ ] Security Agreement [ ] Change of Name [ ] Other Execution Date: 12-16-2003

4. Application number(s) or patent number(s): 10739768 If this document is being filed together with a new application, the execution date of the application is: 12-16-2003 A. Patent Application No.(s) B. Patent No.(s) Additional numbers attached? [ ] Yes [x] No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Robert W. Pitts Internal Address: Street Address: PO Box 11483 City: Winston-Salem State: NC Zip: 27116-1483

6. Total number of applications and patents involved: [ ] 7. Total fee (37 CFR 3.41).....\$ 40 [x] Enclosed [ ] Authorized to be charged to deposit account

8. Deposit account number:

12/23/2003 KBETEM1 00000065 10739768 02 FC:8021 40.00 DP

17510 U.S. PTO 10/7/30/768



12-1803

DO NOT USE THIS SPACE

9. Signature. Robert W. Pitts Name of Person Signing Signature Date 12-18-2003

Total number of pages including cover sheet, attachments, and documents: 3

Mail documents to be recorded with required cover sheet information to: Commissioner of Patents & Trademarks, Box Assignments Washington, D.C. 20231

ASSIGNMENT

I/We, BRIAN HART WELKER

who resides at 6512 SKYLARK RD., PFAFFTOWN, NC 27040

have made certain inventions or discoveries (or both) set forth in an application for Letters Patent of the United States of America entitled

ADJUSTABLE MODULAR MERCHANDISE PUSHER SYSTEM

which application was executed by the inventor on the date of execution of this assignment, and is identified by Attorney Docket Number 03013,

and IMAGEWORKS DISPLAY & MARKETING GROUP

whose address is 415 WACHOVIA STREET, SUITE 100, WINSTON-SALEM, NC 27101

and which, together with its successors and assigns is hereinafter called "Assignee", is desirous of acquiring the title, rights, benefits and privileges hereinafter recited, and of confirming the same or any part thereof heretofore acquired by Assignee.

Now, therefore, for valuable consideration furnished by Assignee to me/us, receipt and sufficiency of which I/we hereby acknowledge, I/we hereby, without reservation:

1. Assign and convey to and confirm in Assignee the entire right, title and interest in and to said inventions and discoveries, said application for Letters Patent of the United States of America, any and all other applications for Letters Patent on said inventions and discoveries in whatsoever countries, including all divisional, renewal, substitute, continuation and Convention applications based in whole or in part upon said inventions or discoveries or upon said applications, and any and all Letters Patent and reissues and extensions of Letters Patent granted for said inventions and discoveries or upon said applications, and every priority right that is or may be predicated upon or arise from said inventions, said discoveries, said applications and said Letters Patent;

2. Authorize Assignee to file patent applications in any or all countries on any or all of said inventions and discoveries in my/our name(s) or in the name of Assignee or otherwise as Assignee may deem advisable, under the International Convention or otherwise;

3. Authorize and request the Commissioner of Patents of the United States of America and the empowered officials of all other governments to issue or transfer all said Letters Patent to Assignee, as assignee of the entire right, title and interest therein or otherwise as Assignee may direct;

4. Warrant that I/we have not knowingly conveyed to others any right in said inventions, discoveries, applications or patents or any license to use the same or to make, use or sell anything embodying or utilizing any of said inventions or discoveries; and that I/we have good right to assign the same to Assignee without encumbrance;

5. Bind my/our heirs and legal representatives, as well as myself/ourselves, to do, upon Assignee's request and at its expense, but without additional consideration to me/us or them, all acts reasonably serving to assure that the said inventions and discoveries, the said patent applications and the said Letters Patent shall be held and enjoyed by Assignee as fully and entirely as the same could have been held and enjoyed by me/us or my/our heirs or representatives if this assignment had not been made; and particularly to execute and deliver to Assignee all lawful application documents including petitions, specifications, and oaths, and all assignments, disclaimers, and lawful affidavits in form and substance as may be requested by Assignee; to communicate to Assignee all facts known to me/us relating to said inventions and discoveries or the history thereof; and to furnish Assignee with any and all documents, photographs, models, samples and other physical exhibits in my/our control or in the control of my/our heirs or legal representatives and which may be useful for establishing the facts of my conceptions, disclosures, and reduction to practice of said inventions and discoveries.

The effective date of this instrument is the latest date accompanying signature(s), hereinbelow.

In testimony whereof I/we have affixed my/our signature(s).

Benjamin Shepard  
(Witness)

12-14-03  
(Date)

Frank W. Co  
(Inventor)

12-16-03  
(Date)

Robert W. Pitts  
(Witness)

12-16-03  
(Date)