Form PTO-1595 (Rev. 09/04)	U.S. DEPARTMENT OF COMMERCE United States Patent and Trademark Office
OMB No. 0651-0027 (exp. 6/30/2005)  RECORDATION FORM COVER SHEET	
PATENTS ONLY	
To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.	
1. Name of conveying party(ies)/Execution Date(s):	2. Name and address of receiving party(ies)
Edward L. Martin and James Watkins	Name: Optical Engineering Company, LLC
	Internal Address:
Execution Date(s) October 27, 2004  Additional name(s) of conveying party(ies) attached? Yes No.  3. Nature of conveyance:	Street Address: 85 Independence Drive
Assignment Merger	City: Taunton
Security Agreement Change of Name	State: Massachusetts
Government Interest Assignment Executive Order 9424, Confirmatory License	Country: United States Zip: 02780
Other	Additional name(s) & address(es) attached? Yes No
29/212,629 Additional numbers at	tached? Yes VNo
5. Name and address to whom correspondence concerning document should be mailed:	6. Total number of applications and patents involved:
Name: Pearson & Pearson, LLP	7. Total fee (37 CFR 1.21(h) & 3.41) \$_40.00**
Internal Address:	Authorized to be charged by credit card  Authorized to be charged to deposit account
Street Address: 10 George Street	Enclosed  None required (government interest not affecting title)
City: Lowell	8. Payment Information
State: Massachusetts Zip: 01852	a. Credit Card Last 4 Numbers Expiration Date
Phone Number: 978.452.1971	b. Deposit Account Number 160875
Fax Number: 978.453.8887	Authorized User Name Jennifer Driscoll
Email Address: patlaw@pearson-pearson.com	Additionable Cook Training Commission Street
9. Signature: John H. Pearson, Jr. 11/22/2004	
Signature	
Name of Person Signing	Total number of pages including cover sheet, attachments, and documents:

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

## ASSIGNMENT

WHEREAS We, Edward L. Martin of 20 Black Elk Road, Sharon, Massachusetts 02067, and James Watkins of 21 Garfield Street, Floor 1, Taunton, Massachusetts 02780, citizens of the **United States of America** and the **United States of America**, respectively (hereinafter called **Assignors**) have invented certain new and useful improvements in **IMPROVED PROTECTIVE HELMET** for which an application for United States Letters Patent was filed on September 3, 2004, and given United States Serial No. 29/212,629; and

WHEREAS Optical Engineering Company, LLC, a limited liability company duly organized under the Laws of the State of Delaware, located at 85 Independence Drive, Taunton, County of Bristol, Massachusetts, is desirous of acquiring the entire right, title and interest in and to said invention and in and to any Letters Patent that may be granted therefor in the United States and in any and all foreign countries;

NOW, THEREFORE, in consideration of Ten (\$10.00) Dollars, the receipt of which is hereby acknowledged, and other good and valuable consideration, Assignors have sold, assigned and transferred and by these presents do sell, assign and transfer unto the said Optical Engineering Company, LLC, a limited liability company, its successors and assigns the full and exclusive right, title and interest in and to said invention and in and to said patent application in the United States of America and its territorial possessions and in any and all foreign countries and the entire right, title and interest in and to any and all Letters Patent which may be granted therefor in the United States of America or in any and all said foreign countries and in and to any and all divisions, continuations, renewals, substitutions or reissues and extensions thereof for the full term or terms for which the same may be granted;

PEARSON & PEARSON, LLP
PATENT ATTORNEYS

GATEWAY CENTER

10 CEONGE STREET

LOWELL MA 01852

(978) 452-1971

PATENT REEL: 015397 FRAME: 0580 Assignors hereby covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment and sale;

Assignors hereby authorize and request the Patent and Trademark Office officials in the United States of America and any and all foreign countries to issue any and all of said Letters Patent, when granted, to said Optical Engineering Company, LLC, a limited liability company, as the assignee of Assignors' entire right, title and interest in and to the same for the sole use and behoof of said Optical Engineering Company, LLC, a limited liability company, its successors and assigns to the full end of the term for which any of said Letters Patent may be granted as fully and entirely as the same would have been held by Assignors had this assignment and sale not been made;

Further, Assignors agree to communicate to Optical Engineering Company, LLC, a limited liability company or its representatives any facts known to Assignors respecting said invention, to testify in any legal proceeding, to sign all lawful papers, to execute all divisional, continuation, substitution, renewal and reissue applications, to execute all necessary assignment papers to cause any and all of said Letters Patent to be issued to said Optical Engineering Company, LLC, a limited liability company, to make all rightful oaths and generally to do everything possible to aid said Optical Engineering Company, LLC, a limited liability company, its successors and assigns to obtain and enforce proper protection for said invention in the United States of America and in any and all foreign countries without further compensation, but at the expense of Optical Engineering Company, LLC, a limited liability company, its successors, assigns or other legal representatives; and

Assignors hereby appoint the Secretary or any other officer of Optical Engineering Company, LLC, a limited liability company as fact and agent to execute all documents required or appropriate to perfect or enforce all rights assigned under this Agreement and further authorizes Assignors' attorney and attorneys and the attorney and attorneys for Optical Engineering Company, LLC, a limited liability company to register this assignment in any and all countries.

PEARSON & PEARSON, LLP
PATENT ATTORNEYS
GATEWAY CENTER
10 GEORGE STREET
LOWELL MA 01862
(970) 482-1974

PATENT REEL: 015397 FRAME: 0581 IN TESTIMONY WHEREOF Edward L. Martin and James Watkins have hereunto set their hands and seals this <u>27</u> day of October, 2004.

Edward L. Martin

James Watkins

Commonwealth of Massachusetts

SSI

**County of Bristol** 

Before me personally appeared the above named **Edward L. Martin and James Watkins** on the date aforesaid, known to me to be the persons described herein, who executed the foregoing instrument before me and acknowledged the same to be their free act and deed.

(Notarial Seal)

Notary Public

My commission expires:

CARSON & PEARSON. LLP

PATENT ATTORNEYS

GATEMAY CENTER

10 CEORGE STREET

LOWELL MA 01862

(378) 452-1971

P:\DATA\ACE\32280\PTO\ASSIGN

RECORDED: 11/22/2004

PATENT REEL: 015397 FRAME: 0582