

08-20-2004



IEET

102818087

To the Director of the U.S. Patent and Trademark Office, record the attached documents or the new address(es) below.

**1. Name of conveying party(ies)/Execution Date(s):**

Lawrence I. Vaaler

8-11-04

Execution Date(s) August 9, 2004

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

**2. Name and address of receiving party(ies)**

Name: Bernhardt, L.L.C.

Internal Address: Post Office Box 740

Street Address: \_\_\_\_\_

City: Lenoir

State: NC

Country: US Zip: 28645

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

**3. Nature of conveyance:**

- Assignment  Merger
- Security Agreement  Change of Name
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other \_\_\_\_\_

**4. Application number(s) or patent number(s):**

A. Patent Application No.(s)

This document is being filed together with a new application.

B. Patent No.(s)

08/13/2004 HTECKLU1 00000012 29211096

02 FC:8021

40.00 DP

Additional numbers attached?  Yes  No

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

Name: Howard A. MacCord, Jr.

Internal Address: Post Office Box 2974

Greensboro, NC 27402

Street Address: 1600 Wachovia Tower

300 N. Greene Street

City: Greensboro

State: NC Zip: 27401

Phone Number : (336) 273-4422

Fax Number: (336) 271-2830

Email Address: dcottelli@maccordmason.com

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

**7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40**

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed
- None required (government interest not affecting title)

**8. Payment Information**

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number 501923

Authorized User Name D. Cottelli

**9. Signature :**

Donna Cottelli

Signature

August 11, 2004

Date

Donna Cottelli

Name of Person Signing

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

4

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

U.S. PTO  
22278  
29/211096

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## ASSIGNMENT

This Assignment made by me, Lawrence I. Vaaler, hereinafter referred to as assignor, a citizen of the United States of America, residing at 114 Far Sawrey Drive, Boone, North Carolina;

WITNESSETH: That;

WHEREAS, I am the sole inventor of a new and original design for a **CABINET** for which I am making application for Letters Patent of the United States, and for which I have executed a declaration on the 9<sup>th</sup> day of AUGUST, 2004; and

WHEREAS, Bernhardt, L.L.C., a corporation duly organized and existing under the laws of the State of North Carolina and having a principal place of business in Lenoir, North Carolina, hereinafter referred to as assignee, is desirous of acquiring the entire right, title and interest in and to said invention as described in the specification executed herewith, and any and all Letters Patent which shall be granted therefor;

NOW, THEREFORE, To All Whom It May Concern, be it known that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I, the said assignor, have sold, assigned, transferred and set over unto the said assignee, its successors and assigns, the entire right, title and interest in and to the above-mentioned application and invention and in and to any and all Letters Patent of the United States which may hereafter be granted therefor, and in any and to any and all continuations, continuations-in-part, substitutions, divisions or reissues of said Letters Patent, the same to be held and enjoyed by the said assignee, for its interest, and for its own use and behalf, and the use and behalf of its successors and assigns, to the full end of the term for which said Letters Patent may be granted as fully and

entirely as the same would have been held and enjoyed by me had this assignment and sale not been made.

And for the consideration aforesaid, I hereby covenant and agree to and with the said assignee, its successors and assigns, that at the time of the execution and delivery of these presents I am the sole and lawful owner of the entire right, title and interest in and to the invention, application and Letters Patent above-mentioned and that the same are unencumbered, and that I have good right and lawful authority to sell and convey the same in the manner herein set forth.


And for the consideration aforesaid, I hereby covenant and agree to and with the said assignee, its successors and assigns, that I will, whenever its counsel or the counsel of its successors and assigns, learned in the law, shall advise that an amendment, division, continuation, continuation-in-part, or substitution of, or any other proceeding in connection with said application, including interference proceedings, is lawful and desirable, sign all papers and drawings, take all rightful oaths, and do all acts necessary or required to be done for the procurement of valid Letters Patent for said invention, or for the reissue of the same without charge to my said assignee, its successors or assigns, but at its or their expense.

I hereby request the Assistant Director for Patents to issue the Letters Patent in accordance with this instrument.

For the consideration aforesaid, I have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto the said assignee, its successors, assigns or nominee, the entire right, title and interest in and to any and all Letters Patent for said invention which may be granted in countries foreign to the United States and in and to any

applications for Letters Patent which may be filed for said invention in countries foreign to the United States and in and to the invention described in said application; and I hereby authorize and empower the said assignee, its successors, assigns or nominees to apply for Letters Patent or other form of protection on said invention in its own name or in the name of its successor, assignee, or nominee, in any and all countries where it may desire to file such application and where said application may be filed by another than the inventor; and I hereby covenant and agree to sign all papers and drawings, take all rightful oaths, and do all acts necessary or required to be done for procurement of Letters Patent, or other form of protection, for said invention or inventions in countries foreign to the United States, and for further investing or confirming the right and title therein to the assignee, its successors, assignee, or nominee, without charge to my said assignee, its successor, assignee or nominee, but at its or their own expense.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this the 9<sup>th</sup> day of AUGUST, 2004

  
Lawrence I. Vaaler