

Form PTO-1595 (Rev. 09/04)  
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U.S. DEPARTMENT OF COMMERCE  
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## 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):**

Modern, Inc.

Execution Date(s): April 8, 2005

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

**3. Nature of Conveyance:**

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

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

Name: The Modern Group, Ltd.

Internal Address: \_\_\_\_\_

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

1655 Louisiana

City: Beaumont

State: Texas

Country: United States of America Zip: 77701

Additional name(s) & address(es) attached? ☐ Yes ☒ No

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

A. Patent Application No.(s)

☐ This document is being filed together with a new application.

B. Patent No.(s)

5,678,978

Additional numbers attached? ☐ Yes ☒ No

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

Name: Jan K. Simpson  
FULBRIGHT & JAWORSKI L.L.P.

Internal Address: Atty. Dkt.: 09805048

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1301 McKinney, Suite 5100

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Fax Number: (713) 651-5246

Email Address: jksimpson@fulbright.com

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

1

**7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00**

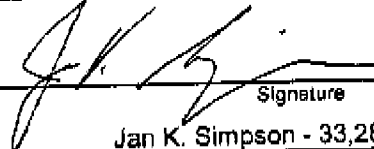
- ☐ Authorized to be charged by credit card  
☒ Authorized to be charged to deposit account  
☐ Enclosed  
☐ None required (government interest not affecting title)

**8. Payment Information**

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

b. Deposit Account Number 06-2375  
Authorized User Name Jan K. Simpson

**9. Signature:**

  
Signature

Jan K. Simpson - 33,283  
Name of Person Signing

April 12, 2005  
Date

Total number of pages including cover sheet, attachments, and documents: 5

CH \$40.00 062375 6678978

## ASSIGNMENT

**THIS ASSIGNMENT**, made by Modern, Inc. now known as Modern Limited, organized under and pursuant to the laws of Texas having its principal place of business at 1655 Louisiana, Beaumont, Texas 77701 (hereinafter referred to as Assignor), is the owner of the United States Letters Patent No. 5,678,978; and

**WHEREAS**, The Modern Group, Ltd., organized under and pursuant to the laws of Texas having its principal place of business at 1655 Louisiana, Beaumont, Texas 77701 (hereinafter referred to as Assignee), is desirous of acquiring the entire right, title and interest in and to said inventions and said Application for Letters Patent of the United States, and in and to any Letters Patent of the United States to be obtained therefore and thereon.

**NOW, THEREFORE**, for good and sufficient consideration, the receipt of which is hereby acknowledged, Assignor has sold, assigned, transferred and set over, and by these presents does sell, assign, transfer and set over, unto Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned invention and application for Letters Patent, and in and to any and all direct and indirect divisions, continuations and continuations-in-part of said application, and any and all Letters Patent in the United States and all foreign countries which may be granted therefore and thereon, and reissues, reexaminations and extensions of said Letters Patent, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by Assignee, for its own use and benefit and the use and benefit of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent may be granted and/or extended, as fully and entirely as the same would have been held and enjoyed by Assignor, had this sale and assignment not been made.

**AND** for the same consideration, Assignor hereby represents and warrants to Assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, except for any rights, titles and/or interests that have arisen to Assignee under law or that have already been transferred to Assignee, Assignor is the sole and lawful owner of the entire right, title and interest in and to the said invention and application for Letters Patent above-

mentioned, and that the same are unencumbered and that Assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth.

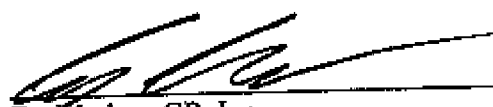
AND for the same consideration, Assignor hereby covenants and agrees to and with Assignee, its successors, legal representatives and assigns, that Assignor will sign all papers and documents, take all lawful oaths and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of any Letters Patent and applications for Letters Patent for said invention, whenever counsel of Assignee, or counsel of its successors, legal representatives and assigns, shall advise: that any proceeding in connection with said invention, or said Patent application for Letters Patent, or any proceeding in connection with any Letters Patent or applications for Letters Patent for said invention in any country, including but not limited to interference proceedings, is lawful and desirable; or, that any division, continuation or continuation-in-part of any application for Letters Patent, or any reissue, reexamination or extension of any Letters Patent, to be obtained thereon, is lawful and desirable.

AND Assignor hereby grants the following individuals the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document: **FULBRIGHT & JAWORSKI L.L.P.**, All practitioners at Customer Number 26271.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed effective as of the 8 day of April, 2005 by its duly authorized officer.

Modern Ltd.

Date: 4/8/05

  
By Modern GP, Inc.  
(General Partner of Modern Limited)  
Casey Crenshaw, President