# PATENT ASSIGNMENT

Electronic Version v08 Stylesheet Version v02

SUBMISSION TYPE:

NEW ASSIGNMENT

APPLICATION NUMBER

11/160387

NATURE OF CONVEYANCE:

ASSIGNMENT OF ASSIGNOR'S INTEREST

#### **CONVEYING PARTY DATA**

Name	Execution Date	
William E. NORDT	2005-06-21	
Kevin J. DALQUIST	2005-06-21	
lan D. KOVACEVICH	2005-06-21	
Tom J. PHILPOTT	2005-06-21	

# **RECEIVING PARTY DATA**

Name	Street Address	Internal Address	City	State/Country	Postal Code
· ·	1330 Shirley Plantation Rd.		Charles City	VIRGINIA	23030

#### CORRESPONDENCE DATA

FAX NUMBER: 7042486298

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

When the customer number has been provided, the Office of Public Records will obtain the correspondence data from the official record on file at the USPTO.

CUSTOMER NUMBER: 036790

 NAME OF PERSON SIGNING:
 Chad D. Tillman

 DATE SIGNED:
 2005-06-21

Total Attachments: 12

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PATENT REEL: 016168 FRAME: 0224

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## WHEREAS,

IAN D. KOVACEVICH 3520 Eastover Ridge Drive Apt. 1127 Charlotte, NC 28211

(hereinafter "Assignor") has or may have invented certain new and useful improvements and/or designs (hereinafter "Inventions"), for a full description of which reference is here made to:

- U.S. Patent Application Serial No. 60/590,852, entitled "KNEE BRACE WITH OPEN ARCHITECTURE" filed on July 22, 2004;
- U.S. Patent Application Serial No. 60/590,947, entitled "SHOULDER BRACE" filed on July 22, 2004;
- U.S. Patent Application Serial No. 60/590,941, entitled "WRIST BRACE" filed on July 22, 2004;
- U.S. Patent Application Serial No. 60/590,940, entitled "ELBOW BRACE" filed on July 22, 2004;
- U.S. Patent Application Serial No. 60/590,946, entitled "GARMENT/ BRACE WITH OPEN ARCHITECTURE" filed on July 22, 2004;
- U.S. Patent Application Serial No. 29/209,986, entitled "SUPPORT BRACE" filed on July 22, 2004;
- U.S. Patent Application Serial No. 29/209,987, entitled "SUPPORT BRACE" filed on July 22, 2004;
- U.S. Patent Application Serial No. 29/209,985, entitled "SUPPORT BRACE" filed on July 22, 2004;
- U.S. Patent Application Serial No. 29/209,971, entitled "SUPPORT BRACE" filed on July 22, 2004;
- U.S. Patent Application Serial No. 60/637,026, entitled "OMNIBUS FILING" filed on December 17, 2004;
- U.S. Patent Application Serial No. 11/058,109, entitled "OMNIBUS FILING" filed on February 15, 2005;
- Any U.S. patent application that claims priority under 35 U.S.C. § 120 or 35 U.S.C. § 119(e) to any aforementioned patent application, and any amendments, continuations, continuations-in-part, divisionals or re-examinations thereof, and any and all patents that issue therefrom; and Any reissue patents or extensions of any patents referred to above,

(hereinafter collectively "Applications and Patents"); and

WHEREAS,

NORDT DEVELOPMENT CO., LLC 1330 Shirley Plantation Rd. Charles City, VA 23030 (hereinafter "Assignee") is desirous of acquiring the entire right, title and interest in, to, and under the Invention and the Application, and in, to, and under any and all patents that may be obtained for the Invention, together with all rights corresponding thereto;

NOW, THEREFORE, to all whom it may concern, be it known that, for and in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor has agreed to quitclaim, sell, assign, transfer and convey, and by these presents does hereby quitclaim, sell, assign, transfer and convey, unto Assignee any and all right, title, and interest in, to and under:

- □ The Invention and the Application;
- Any and all other applications for patent for the Invention that may be filed in any and all countries;
- Any and all patents that may be obtained for the Invention in any and all countries;
- Any reissue, extension, renewal, substitution, conversion, confirmation, division, continuation, continuation-in-part and the like of any of the foregoing; and
- Any past or present right or cause of action arising there under, including the right to sue for patent infringement;

(hereinafter collectively "Invention Rights").

## FURTHERMORE,

Assignor hereby covenants and agrees, and binds any and all heirs, administrators, legal representatives, nominees, and assigns, to assist and cooperate with Assignee in the preparation and prosecution of any application included within the Invention Rights and in the prosecution or defense of any interference, opposition, or other proceeding that may arise in connection with any application or patent included within the Invention Rights and, further, to execute and deliver to Assignee any and all additional petitions, oaths, assignments, or other papers or instruments that may be requested by Assignee for the purpose of implementing this Agreement.

Assignor hereby authorizes and empowers Assignee to invoke and claim for any application or patent included within the Invention Rights the benefit of any rights to which Assignor might be entitled under international law or under the laws of any particular country, and to invoke and claim such rights without further written or oral authorization from Assignor.

Assignor hereby consents and agrees that a copy of this Assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file, or like document that may be required in any particular country for any purpose and, more particularly, in proof of the right of Assignee to claim the aforesaid benefit of the right of priority.

Assignor covenants and agrees that this Assignment and all the terms thereof shall inure to the benefit of the successors, assigns, legal representatives, or nominees of Assignee, without further written or oral authorization from Assignor.

Finally, Assignor hereby authorizes and requests the Commissioner of Patents of the United States Patent and Trademark Office to issue any patent included within the Inventions Rights to Assignee.

[Signature Pages Follow]

This theday of June, 2005.
IAN D. KOVACEVICH
NOTARIZATION
State of Month Carolina
State of North Carolina  County of Mcklerburg
United States of America
On this 2/5t day of June, 2505, personally appeared
IAN D. KOVACEVICH before me, to me known and known to me to be the person described a Assignor in and who executed the foregoing instrument and acknowledged the same to be his/her fre act and deed in and for the purposes set forth above.  My Commission Expires: 13, 2005
WARE COUNTY

#### WHEREAS,

KEVIN J. DAHLQUIST 1225 Estates Ave. Apt. 3006 Charlotte, NC 28209

(hereinafter "Assignor") has or may have invented certain new and useful improvements and/or designs (hereinafter "Inventions"), for a full description of which reference is here made to:

- U.S. Patent Application Serial No. 60/590,852, entitled "KNEE BRACE WITH OPEN ARCHITECTURE" filed on July 22, 2004;
- U.S. Patent Application Serial No. 60/590,947, entitled "SHOULDER BRACE" filed on July 22, 2004;
- U.S. Patent Application Serial No. 60/590,941, entitled "WRIST BRACE" filed on July 22, 2004;
- U.S. Patent Application Serial No. 60/590,940, entitled "ELBOW BRACE" filed on July 22, 2004;
- U.S. Patent Application Serial No. 60/590,946, entitled "GARMENT/ BRACE WITH OPEN ARCHITECTURE" filed on July 22, 2004;
- U.S. Patent Application Serial No. 29/209,986, entitled "SUPPORT BRACE" filed on July 22, 2004;
- U.S. Patent Application Serial No. 29/209,987, entitled "SUPPORT BRACE" filed on July 22, 2004;
- U.S. Patent Application Serial No. 29/209,985, entitled "SUPPORT BRACE" filed on July 22, 2004;
- U.S. Patent Application Serial No. 29/209,971, entitled "SUPPORT BRACE" filed on July 22, 2004;
- U.S. Patent Application Serial No. 60/637,026, entitled "OMNIBUS FILING" filed on December 17, 2004;
- U.S. Patent Application Serial No. 11/058,109, entitled "OMNIBUS FILING" filed on February 15, 2005;
- Any U.S. patent application that claims priority under 35 U.S.C. § 120 or 35 U.S.C. § 119(e) to any aforementioned patent application, and any amendments, continuations, continuations-in-part, divisionals or re-examinations thereof, and any and all patents that issue therefrom; and Any reissue patents or extensions of any patents referred to above,

(hereinafter collectively "Applications and Patents"); and

WHEREAS,

NORDT DEVELOPMENT CO., LLC 1330 Shirley Plantation Rd. Charles City, VA 23030 (hereinafter "Assignee") is desirous of acquiring the entire right, title and interest in, to, and under the Invention and the Application, and in, to, and under any and all patents that may be obtained for the Invention, together with all rights corresponding thereto;

NOW, THEREFORE, to all whom it may concern, be it known that, for and in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor has agreed to quitclaim, sell, assign, transfer and convey, and by these presents does hereby quitclaim, sell, assign, transfer and convey, unto Assignee any and all right, title, and interest in, to and under:

- □ The Invention and the Application;
- Any and all other applications for patent for the Invention that may be filed in any and all countries;
- Any and all patents that may be obtained for the Invention in any and all countries;
- Any reissue, extension, renewal, substitution, conversion, confirmation, division, continuation. continuation-in-part and the like of any of the foregoing; and
- Any past or present right or cause of action arising there under, including the right to sue for patent infringement;

(hereinafter collectively "Invention Rights").

## FURTHERMORE.

Assignor hereby covenants and agrees, and binds any and all heirs, administrators, legal representatives, nominees, and assigns, to assist and cooperate with Assignee in the preparation and prosecution of any application included within the Invention Rights and in the prosecution or defense of any interference, opposition, or other proceeding that may arise in connection with any application or patent included within the Invention Rights and, further, to execute and deliver to Assignee any and all additional petitions, oaths, assignments, or other papers or instruments that may be requested by Assignee for the purpose of implementing this Agreement.

Assignor hereby authorizes and empowers Assignee to invoke and claim for any application or patent included within the Invention Rights the benefit of any rights to which Assignor might be entitled under international law or under the laws of any particular country, and to invoke and claim such rights without further written or oral authorization from Assignor.

Assignor hereby consents and agrees that a copy of this Assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file, or like document that may be required in any particular country for any purpose and, more particularly, in proof of the right of Assignee to claim the aforesaid benefit of the right of priority.

Assignor covenants and agrees that this Assignment and all the terms thereof shall inure to the benefit of the successors, assigns, legal representatives, or nominees of Assignee, without further written or oral authorization from Assignor.

Finally, Assignor hereby authorizes and requests the Commissioner of Patents of the United States Patent and Trademark Office to issue any patent included within the Inventions Rights to Assignee.

[Signature Pages Follow]

This theday of June, 2005.  KEVIN J. DAHLOUIST	
NOTARIZATION	
State of Dorth Carolina	)
State of <u>Machina</u> County of <u>Machina</u>	)
United States of America	
On this 218t day of June, 2005	, personally appeared
KEVIN J. DAHLQUIST before me, to me known and known to me Assignor in and who executed the foregoing instrument and acknown act and deed in and for the purposes set forth above.	ne to be the person described as

Notary Public

My Commission Expires:

# WHEREAS,

TOM J. PHILPOTT 8615 Kody Marie Court Apt. 728 Charlotte, NC 28210

(hereinafter "Assignor") has or may have invented certain new and useful improvements and/or designs (hereinafter "Inventions"), for a full description of which reference is here made to:

- U.S. Patent Application Serial No. 60/590,852, entitled "KNEE BRACE WITH OPEN ARCHITECTURE" filed on July 22, 2004;
- U.S. Patent Application Serial No. 60/590,947, entitled "SHOULDER BRACE" filed on July 22, 2004;
- U.S. Patent Application Serial No. 60/590,941, entitled "WRIST BRACE" filed on July 22, 2004;
- U.S. Patent Application Serial No. 60/590,940, entitled "ELBOW BRACE" filed on July 22, 2004;
- U.S. Patent Application Serial No. 60/590,946, entitled "GARMENT/ BRACE WITH OPEN ARCHITECTURE" filed on July 22, 2004;
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- U.S. Patent Application Serial No. 11/058,109, entitled "OMNIBUS FILING" filed on February 15, 2005;
- Any U.S. patent application that claims priority under 35 U.S.C. § 120 or 35 U.S.C. § 119(e) to any aforementioned patent application, and any amendments, continuations, continuations-in-part, divisionals or re-examinations thereof, and any and all patents that issue therefrom; and Any reissue patents or extensions of any patents referred to above,

(hereinafter collectively "Applications and Patents"); and

WHEREAS,

NORDT DEVELOPMENT CO., LLC 1330 Shirley Plantation Rd. Charles City, VA 23030 (hereinafter "Assignee") is desirous of acquiring the entire right, title and interest in, to, and under the Invention and the Application, and in, to, and under any and all patents that may be obtained for the Invention, together with all rights corresponding thereto;

NOW, THEREFORE, to all whom it may concern, be it known that, for and in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor has agreed to quitclaim, sell, assign, transfer and convey, and by these presents does hereby quitclaim, sell, assign, transfer and convey, unto Assignee any and all right, title, and interest in, to and under:

- ☐ The Invention and the Application;
- Any and all other applications for patent for the Invention that may be filed in any and all countries;
- Any and all patents that may be obtained for the Invention in any and all countries;
- Any reissue, extension, renewal, substitution, conversion, confirmation, division, continuation, continuation-in-part and the like of any of the foregoing; and
- Any past or present right or cause of action arising there under, including the right to sue for patent infringement;

(hereinafter collectively "Invention Rights").

## FURTHERMORE,

Assignor hereby covenants and agrees, and binds any and all heirs, administrators, legal representatives, nominees, and assigns, to assist and cooperate with Assignee in the preparation and prosecution of any application included within the Invention Rights and in the prosecution or defense of any interference, opposition, or other proceeding that may arise in connection with any application or patent included within the Invention Rights and, further, to execute and deliver to Assignee any and all additional petitions, oaths, assignments, or other papers or instruments that may be requested by Assignee for the purpose of implementing this Agreement.

Assignor hereby authorizes and empowers Assignee to invoke and claim for any application or patent included within the Invention Rights the benefit of any rights to which Assignor might be entitled under international law or under the laws of any particular country, and to invoke and claim such rights without further written or oral authorization from Assignor.

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Finally, Assignor hereby authorizes and requests the Commissioner of Patents of the United States Patent and Trademark Office to issue any patent included within the Inventions Rights to Assignee.

[Signature Pages Follow]

This the 2 st day of June, 2005.
TOM J. PHILPOTT
NOTARIZATION
State of Dorch Carolina
State of Mecklexburg )
United States of America
On this 2/5t day of June, 2005, personally appeared
TOM J. PHILPOTT before me, to me known and known to me to be the person described as Assignor in and who executed the foregoing instrument and acknowledged the same to be his/her free act and deed in and for the purposes set forth above.
Notary Public The Call The Cal

My Commission Expires: Que 23, 2005

#### WHEREAS,

WILLIAM E. NORDT, III 1330 Shirley Plantation Rd. Charles City, VA 23030

(hereinafter "Assignor") has or may have invented certain new and useful improvements and/or designs (hereinafter "Inventions"), for a full description of which reference is here made to:

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- Any and all other applications for patent for the Invention that may be filed in any and all countries;
- ☐ Any and all patents that may be obtained for the Invention in any and all countries;
- Any reissue, extension, renewal, substitution, conversion, confirmation, division, continuation, continuation-in-part and the like of any of the foregoing; and
- □ Any past or present right or cause of action arising there under, including the right to sue for patent infringement;

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Finally, Assignor hereby authorizes and requests the Commissioner of Patents of the United States Patent and Trademark Office to issue any patent included within the Inventions Rights to Assignee.

[Signature Pages Follow]

This the day of June, 2005.
WILLIAM E. NORDT, III
NOTARIZATION
State of
County of)
United States of America
On this day of personally appeared
WILLIAM E. NORDT, III, before me, to me known and known to me to be the person described as Assignor in and who executed the foregoing instrument and acknowledged the same to be his/her free act and deed in and for the purposes set forth above.
Notary Public

My Commission Expires: