

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Michael R. Johnson	09/02/2005
Timothy J. Whitman	10/19/2005
Greg B. Campbell	09/02/2005

RECEIVING PARTY DATA

Name:	Cox Industries, Inc.
Street Address:	P.O. Box 1124
City:	Orangeburg
State/Country:	SOUTH CAROLINA
Postal Code:	29116

Name:	Whitman Mold, Inc.
Street Address:	P.O. Box 442
City:	Orangeburg
State/Country:	SOUTH CAROLINA
Postal Code:	29116

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	10360008

CORRESPONDENCE DATA

Fax Number: (864)240-2477  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 864-240-2477  
Email: tepting@lwtm.com, bballew@lwtm.com  
Correspondent Name: Thomas W. Epting  
Address Line 1: P.O. Box 87  
Address Line 4: Greenville, SOUTH CAROLINA 29602

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PATENT

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REEL: 016673 FRAME: 0067

ATTORNEY DOCKET NUMBER:	129234.1
NAME OF SUBMITTER:	Thomas W. Epting
Total Attachments: 4 source=cox_wood#page1.tif source=cox_wood#page2.tif source=cox_wood#page3.tif source=cox_wood#page4.tif	

## **ASSIGNMENT AND AGREEMENT**

THIS ASSIGNMENT AND AGREEMENT made effective as of February 6, 2003 ("Effective Date"), and including an assignment made by Michael R. Johnson of 1449 Lee Blvd, Orangeburg, South Carolina 29118, Timothy J. Whitman of 2050 Leeway Street, Orangeburg, South Carolina 29118, and Greg B. Campbell of 1628 Cannon Bridges Road, Cordova, South Carolina 29039 (hereinafter collectively referred to as "Assignors"), to Cox Industries, Inc., a South Carolina corporation, of P.O. Box 1124, Orangeburg, South Carolina 29116 and Whitman Mold, Inc., a South Carolina corporation, of P.O. Box 442, Orangeburg, SC 29116 (hereinafter collectively referred to as "Assignees") and an agreement as between Assignees.

### **WITNESSETH:**

WHEREAS, Assignors invented a Brace Arm (hereinafter the "Invention") for which he has made application for patent to the U.S. Patent and Trademark Office, the application being identified as follows:

Title: Brace Arm

U.S. Patent Application Serial No. 10/360,008

U.S. Filing Date: February 6, 2003

Inventors: Michael R. Johnson, Timothy J. Whitman, and Greg B.  
Campbell

(hereinafter referred to as "the Patent Application"); and

WHEREAS, Assignees desire to obtain from Assignors the entire right to the Patent Application and the Invention and improvements thereto, and, all rights thereto in the United States of America and all countries throughout the entire World, their respective possessions and territories (collectively hereinafter referred to as "the Territory"), and in any and all patents and/or other rights which may be granted to Assignors within the Territory.

NOW, THEREFORE, in consideration of one dollar (\$1.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Assignors, Assignors agree as follows:

1. *Assignment.* Assignors agree to assign and hereby assign to each of the Assignees an undivided interest in the entire right, title, and interest in the Patent Application and in the Invention in the Territory, and in any improvements in the Invention heretofore or hereafter made or acquired by Assignors, and to all rights of priority thereto pursuant to the International Convention for the Protection of Industrial Property; and in any patent applications and patents in the Territory based upon the Patent Application or Patent applications related thereto (including applications filed under the Patent Cooperation Treaty ("PCT")), and in any patents for or other rights in the Invention and/or the improvements that may be granted by a governmental entity in

the Territory, including each patent granted on any application, including, but not limited to, any application filed under the PCT, any provisional application, any non-provisional application, any utility application, any design application, any continuing prosecution application, any continued examination application, or any application having similar effect as any of the foregoing applications, and any application which is a division, substitution, continuation-in-part, or continuation of applications contemplated herein, and in each issue, reissue, or extension of the patents based on such application.

2. *Joint Rights.* Assignees agree that each Assignee may make, use, import, sell, and offer to sell the Invention without the consent of, and without accounting to, the other Assignee.

3. *Maintenance of Patents and Patent Applications.* Assignees further agree to share equally in all costs for obtaining and maintaining any and all patents granted on the Invention. In the event an Assignee no longer intends to maintain a patent or patent application for the Invention, such Assignee hereby agrees to assign all of its rights in such patent and/or patent application in a timely manner (i.e., prior to expiration of such patent or abandonment of such patent application) at no cost to the other Assignee.

4. *Right of First Refusal.* In the event an Assignee intends to assign or otherwise transfer its interest to a third party not an affiliate, parent, subsidiary, or holding company associated with such Assignee, such Assignee shall provide to the other Assignee the right of first refusal, together with a ten (10) day period in which to exercise such right, to purchase such interest.

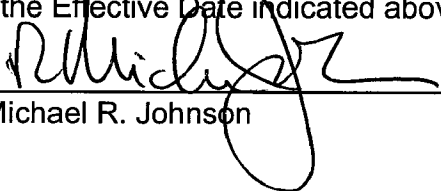
5. *Cooperation.* Assignors agree to cooperate with Assignees such that Assignees may enjoy to the fullest extent the rights conveyed hereunder. Such duty includes prompt execution of all assignments and applications, foreign or domestic, and other papers that are deemed necessary or desirable by Assignees to perfect in Assignees the rights conveyed herein.

6. *Parties.* The terms, covenants, and conditions of the assignment shall inure to the benefit of Assignees, their successors, assigns and/or other legal representatives, and shall be binding on the Assignors, their heirs, legal representatives, and assigns.

7. *Warranty.* Assignors warrant that they have the sole and exclusive right, free and clear of any liens or encumbrances, to convey the rights conveyed to Assignees herein and that Assignors have not entered into any assignment, contract, or understanding in conflict herewith.

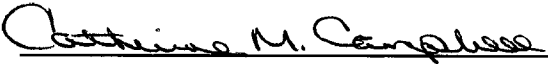
IN WITNESS WHEREOF, Assignors and Assignees have executed this Assignment and Agreement to be effective as of the Effective Date indicated above.

September 2, 2005  
Date

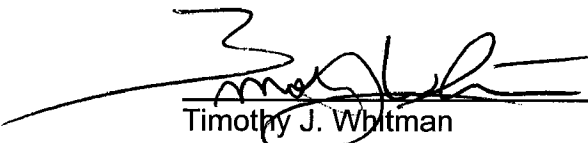
  
Michael R. Johnson

State of South Carolina )  
County of ORANGEBURG

Subscribed and sworn before me  
this 2<sup>nd</sup> day of SEPT., 2005.


  
Notary Public, in and for the State  
of South Carolina  
My commission expires: 7-11-15

10/19/2005  
Date

  
Timothy J. Whitman

State of South Carolina )  
County of Orangeburg

Subscribed and sworn before me  
this 19 day of October, 2005.

  
Notary Public, in and for the State  
of South Carolina  
My commission expires: Jan 17, 2011

Date 9/2/05

Greg B. Campbell  
Greg B. Campbell

State of South Carolina )

County of CRANEFIELD

Subscribed and sworn before me  
this 2<sup>nd</sup> day of SEPT., 2005.

Catherine M. Campbell  
Notary Public, in and for the State  
of South Carolina  
My commission expires: 7-11-15

COX INDUSTRIES, INC.

R. Michael Johnson  
Title: PRESIDENT

Printed Name: R. MICHAEL JOHNSON

Date: 9-2-05

WHITMAN MOLD, INC.

Timothy J. Whitman  
Title: President

Printed Name: Timothy J. Whitman

Date: 10/19/05