

07-06-2005

U.S. DEPARTMENT OF COMMERCE
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103035252

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)

Eric G. Elmore

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

3. Nature of conveyance/Execution Date(s):

Execution Date(s) June 24, 2005

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

2. Name and address of receiving party(ies)

Name: Fatheadz, Inc.

Internal Address:

Street Address: 6299 Buttonwood Drive

City: Noblesville

State: Indiana

Country: United States Zip: 46060

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

4. Application or patent number(s):

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

A. Patent Application No.(s)

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Name: Dean E. McConnell

Internal Address:

Street Address: One Indiana Square, Suite 3500

City: Indianapolis

State: Indiana Zip: 46204

Phone Number: 1-317-713-3500

Fax Number: 1-713-713-3699

Email Address: dmccconnell@sommerbarnard.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 50-1438

Authorized User Name Dean E. McConnell

9. Signature:

Dean E. McConnell

Signature

6/24/05

Date

Dean E. McConnell

Name of Person Signing

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

3

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

07/05/2005 6TON11 00000074 501438 29232877

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PATENT
REEL: 016736 FRAME: 0616

PATENT ASSIGNMENT

THIS ASSIGNMENT, by Eric G. Elmore (hereinafter referred to as the "Assignor"), having an address at 6299 Buttonwood Drive, Noblesville, Indiana 46062, witnesseseth:

WHEREAS, said Assignor has made the invention(s) described in the United States patent application entitled WIRED SUNGLASSES, which was filed with the United States Patent and Trademark Office on June 24, 2005; and

WHEREAS, FATHREADZ INC., an Indiana corporation (hereinafter referred to as the "Assignee") desires to acquire the entire right, title and interest in and to the invention and the patent application identified above, and all patents which may be obtained for said invention embodied in said application;

NOW, THEREFORE, for good, valuable and legally sufficient consideration for said Assignor, the receipt of which is hereby acknowledged by said Assignor, said Assignor has sold, assigned, transferred and set over, and as demonstrated by this Assignment does sell, assign, transfer and set over unto said Assignee, the entire right, title and interest in and to the above-mentioned inventions, applications for Letters Patent, and any and all Letters Patent or Patents in the United States of America and all foreign countries which may be granted therefor or thereon, and in and to any and all divisions, continuations and continuations-in-part of any such application, or reissues, reexaminations, renewals and extensions of said Letters Patent or Patents; and the full right to claim for any such applications all benefits and priority rights under any applicable convention, treaty or legislation, and the right to sue and obtain relief, including damages, profits and an injunction, for any infringement occurring before or after issuance of said Letters Patent or Patents; the same to be held and enjoyed for the sole and exclusive use and benefit of the Assignee, its successors and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted, as fully and entirely as the same would have been held and enjoyed by the Assignor had this Assignment not been made.

For the above-recited consideration, said Assignor hereby covenants, warrants and agrees that, at the time of execution and delivery of this Assignment, (s)he is a lawful owner of the entire right, title and interest in and to said inventions and the application for Letters Patent above-mentioned, and that the same are unencumbered and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth.

For the above-recited consideration, said Assignor hereby covenants and agrees to execute and deliver to the Assignee, its successors, legal representatives or assigns, all papers and documents that may be required to carry out the terms of this Assignment, and take all lawful oaths, provide testimony, and do all lawful acts necessary or required to be done to reasonably assist said Assignee, its successors, legal representatives or assigns in any interference, litigation or other proceeding in any country concerning or in connection with any inventions, patent applications, Letters Patent or Patents assigned hereunder; or for the prosecution, procurement, maintenance, enforcement and defense of Letters Patent or Patents for said inventions and patent applications, or to carry out the terms of this Assignment, or vest in the Assignee, its successors and assigns, exclusive title in and to all inventions, patent applications, Letters Patent or Patents assigned hereunder, without further compensation from said Assignee, its successors, legal representatives or assigns, except for reasonable costs and expenses of the Assignor incident to such assistance and approved in writing by said Assignee, its successors, legal representatives or assigns before any such costs or expenses are incurred.

Said Assignor hereby authorizes and requests the Commissioner of Patents to issue said Letters Patent or Patents of the United States to FATHEADZ INC. as the Assignee of said invention, patent application and the Letters Patent or Patents to be issued thereon for the sole use of FATHEADZ INC., its successors and assigns in accordance with the terms of this Assignment.

IN TESTIMONY WHEREOF, said Assignor has executed this Assignment.

6-24-05
Date


Eric G. Elmore