# PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

## **CONVEYING PARTY DATA**

Name	Execution Date
Mr. Derek G. Gustafson	01/09/2006
Mr. Michael R. Githens	01/12/2006
Mr. Ken J. Good	01/17/2006
Mr. Vaughn D. Baker	01/11/2006
Mr. Eric M. Yeates	01/11/2006

### **RECEIVING PARTY DATA**

Name:	BLACKHAWK INDUSTRIES PRODUCT GROUP UNLIMITED LLC
Street Address:	4850 Brookside Court
City:	Norfolk
State/Country:	VIRGINIA
Postal Code:	23502

### PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	11254159

## **CORRESPONDENCE DATA**

Fax Number: (757)548-2345

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

Phone: 757-548-2323

Email: pshaddock@bghklaw.net Correspondent Name: Peter A. Shaddock II

Address Line 1: 501 Independence Parkway, Suite 201

Address Line 4: Chesapeake, VIRGINIA 23320

ATTORNEY DOCKET NUMBER:	729-166
NAME OF SUBMITTER:	Peter A. Shaddock II - Reg. No. 44,331

**PATENT** 

500071525 **REEL: 017024 FRAME: 0645** 

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PATENT REEL: 017024 FRAME: 0646

Attorney Matter No.: 729-166

## ASSIGNMENT

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I/WE, the undersigned,

Derek G. Gustafson, Michael R. Githens, Ken J. Good, Vaughn D. Baker, and Eric M. Yeates

who have created a certain new and useful invention and discovery, for which an application for United States Letters Patent has been applied for, which is entitled,

LIGHTING DEVICE HAVING A MULTI-POSITION SWITCH ASSEMBLY (U.S. PATENT APPLICATION SERIAL No.: 11/254,159)

Do hereby sell, assign, transfer, and convey, without reservations, to BLACKHAWK INDUSTRIES PRODUCT GROUP UNLIMITED LLC, a corporation of the Commonwealth of Virginia having a place of business at 4850 Brookside Court, in the City of Norfolk, and Commonwealth of Virginia, its successors, assigns, and legal representatives, the full and exclusive right to said invention and discovery and said application and to any and all inventions and discoveries described in said application for the United States, its territorial possessions and all foreign countries, and the entire right, title and interest in and to any and all Letters Patent, and every priority right that is or may be predicated upon, or arise from, said invention, said discovery, said application, and said Letters Patent, which may be granted therefor in the United States, its territorial possessions and all foreign countries; and in and to any and all continuations-in-part, continuations, divisions, substitutes, reissues, extensions thereof, and all other applications for Letters Patent relating thereto which have been or shall be filed in the United States, its territorial possessions and/or any foreign countries, and all rights, together with all priority rights, under any of the international conventions, unions, agreements, acts, and treaties, including all future conventions, unions, agreements, acts and treaties;

Agree that BLACKHAWK INDUSTRIES PRODUCT GROUP UNLIMITED LLC, hereinafter referred to as ASSIGNEE, may apply for and receive Letters Patent for said invention and said inventions or said discovery and said discoveries, hereinafter referred to as said invention, in our name or in the name of said ASSIGNEE or otherwise as said ASSIGNEE may deem advisable, in the United States, its territorial possessions, and all foreign countries; and that, when requested to carry out in good faith the intent and purpose of this assignment, at the expense of said ASSIGNEE, its successors, assigns and legal representatives, the undersigned will execute all continuations-in-part, continuations, divisions, substitutes, reissues, extensions thereof, execute all rightful oaths, assignments, powers of attorney and other papers, testify in any legal or quasi legal proceedings; communicate to said ASSIGNEE, its successors, assigns or legal representatives all facts known to the undersigned relating to said invention and the history thereof; and generally do everything possible which said ASSIGNEE, its successors, assigns, or legal representatives shall consider desirable for aiding in securing, maintaining and enforcing proper patent protection for said invention and for vesting title to said invention and all applications for patents on said invention in said ASSIGNEE, its successors, assigns, or legal representatives;

Authorize and request the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments throughout the world to issue or transfer all said Letters Patents to said ASSIGNEE, as assignee of the entire right, title, and interest therein or otherwise as said ASSIGNEE may direct;

Covenant with said ASSIGNEE, its successors, assigns, or legal representatives and warrant that no assignment, grant, mortgage, license, or other agreement affecting the rights and property herein conveyed has been made to others by the undersigned, and that full right to convey the same without encumbrance as herein expressed is possessed by the undersigned.

Bind my heirs, legal representatives, and assigns, as well as myself, to do, upon said ASSIGNEE'S request and at said ASSIGNEE'S expense, promptly and without additional consideration to me or them, all acts reasonably serving to assure that said invention, said patent application, and said Letters Patent shall be held and enjoyed by said ASSIGNEE as fully and entirely as the same could have been held and enjoyed by me, my heirs, legal representatives, and assigns if this Assignment had not been made and particularly to execute and deliver to said ASSIGNEE all lawful application documents including petitions, specifications, and oaths, and all assignments, disclaimers, and lawful affidavits in form and substance as may be requested by said ASSIGNEE; and to communicate to said ASSIGNEE all facts known to me relating to said invention or the history thereof, and to testify as to the same in any court or proceeding; and to promptly furnish said ASSIGNEE any and all documents, photographs, models, samples, and other physical exhibits in my control or in the control of our heirs, legal representatives, or assigns which may be useful for establishing the facts of our conceptions, disclosures, and reduction to practice of said invention.

This Assignment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

IN TESTIMONY WHEREOF I have hereunto set MY signature on the date indicated below.

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Derek G. Gustafson Date: 1-9-06	Michael R. Githens Date: $/-72-06$
NIVA	NIA
Ken J. Good Date:	Vaughn D. Baker Date:
Eric M. Yeates Date:	
	Return Address:
	BOWMAN GREEN HAMPTON & KELLY, PLLC Attn: Peter A. Shaddock II 501 Independence Parkway, Suite 201 Chesapeake, Virginia 23320
BE IT KNOWN, that on this day of day of known to be the person(s) mentioned in and who executed the the same at his free act and deed for the use and purposes there	2006, before me personally came <u>Derek G. Gustafson</u> to me foregoing assignment, and he acknowledged to me that he executed ein mentioned.
Francine P. Sedawick	Francine P. Sodewick Transmill Jack

Notary Public for the State of Montana Residing at Belgrade, Montana My Commission Expires: 9Notary Public

My Commission Expires: 9-1-200

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BE IT KNOWN, that on this day of	2006, before me personally came Michael R. Githens to me pregoing assignment, and he acknowledged to me that he executed a mentioned.  Notary Public  My Commission Expires:
BE IT KNOWN, that on this day of to be the person(s) mentioned in and who executed the foregoing same at his free act and deed for the use and purposes therein me	, 2005, before me personally came <u>Ken J. Good</u> to me known g assignment, and he acknowledged to me that he executed the entioned.
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	My Commission Expires:
BE IT KNOWN, that on this day of known to be the person(s) mentioned in and who executed the for the same at his free act and deed for the use and purposes therein	, 2005, before me personally came <u>Vaughn D. Baker</u> to me pregoing assignment, and he acknowledged to me that he executed a mentioned.
	Notary Public
	My Commission Expires:
known to be the person(s) mentioned in and who executed the fo	, 2005, before me personally came <u>Eric M. Yeates</u> to me pregoing assignment, and he acknowledged to me that he executed
the same at his free act and deed for the use and purposes therein	n mentioned.
	Notary Public
	My Commission Expires:

Attorney Matter No.: 729-166

#### ASSIGNMENT

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Agree that BLACKHAWK INDUSTRIES PRODUCT GROUP UNLIMITED LLC, hereinafter referred to as ASSIGNEE, may apply for and receive Letters Patent for said invention and said inventions or said discovery and said discoveries, hereinafter referred to as said invention, in our name or in the name of said ASSIGNEE or otherwise as said ASSIGNEE may deem advisable, in the United States, its territorial possessions, and all foreign countries; and that, when requested to carry out in good faith the intent and purpose of this assignment, at the expense of said ASSIGNEE, its successors, assigns and legal representatives, the undersigned will execute all continuations-in-part, continuations, divisions, substitutes, reissues, extensions thereof, execute all rightful oaths, assignments, powers of attorney and other papers, testify in any legal or quasi legal proceedings; communicate to said ASSIGNEE, its successors, assigns or legal representatives all facts known to the undersigned relating to said invention and the history thereof; and generally do everything possible which said ASSIGNEE, its successors, assigns, or legal representatives shall consider desirable for aiding in securing, maintaining and enforcing proper patent protection for said invention and for vesting title to said invention and all applications for patents on said invention in said ASSIGNEE, its successors, assigns, or legal representatives;

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IN TESTIMONY WHEREOF I have hereunto set MY signature on the date indicated below.

	[4] C. C. Marker, Phys. Lett. B 48, 120 (1997).	
Derek G. Gustafson Date:	7.4	Michael R. Githens Date:
Ken J. Good Date:	1/19/06	Vaughn D. Baker Date:
Eric M., Yeates Date		
		Return Address:
		BOWMAN GREEN HAMPTON & KELLY, PLLC Attn: Peter A. Shaddock II 501 Independence Parkway, Suite 201 Chesapeake, Virginia 23320
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Commission # 1566656 Notary Public - California	Notary Public
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BE IT KNOWN, that on this day of	, 2005, before me personally came Vaughn D. Baker to me oregoing assignment, and he acknowledged to me that he executed
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PATENT APPLICATION
Attorney Matter No.: 729-166

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## ASSIGNMENT

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JAN-11-2006 WED 12:12 PM BowmanGreenHamptonKelly

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PATENT APPLICATION. Attorney Matter No.: 729-166

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, IWE, the undersigned,

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Date:

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Derek G. Gustafson

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FAX NO. 757 548 2345

Covenant with said ASSIONEE, its successors, assigns, or legal representatives and warrant that no assignment, grant, mortgage, license, or other agreement affecting the rights and property herein conveyed has been made to others by the undersigned, and that full right to convey the same without encumbrance as herein expressed is possessed by the undersigned.

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Bind my heirs, legal representatives, and assigns, as well as myself, to do, upon said ASSIGNEE's request and at said ASSIGNEE's expense, promptly and without additional consideration to me or them, all acts reasonably serving to assure that said invention, said patent application, and said Letters Patent shall be held and onjoyed by said ASSIGNEE as fully and entirely as the same could have been held and enjoyed by me, my heirs, legal representatives, and assigns if this Assignment had not been made and particularly to execute and deliver to said ASSIGNEE all lawful application documents including potitions, specifications, and onths, and all assignments, disclaimers, and lawful affidavits in form and substance as may be requested by said ASSIGNEE; and to communicate to said ASSIGNEE all facts known to me relating to said invention or the history thereof, and to testify as to the same in any court or proceeding; and to promptly furnish said ASSIGNEE any and all documents, photographs, models, samples, and other physical adulties in my courted or in the control of our heirs, legal representatives, or assigns which may be useful for establishing the facts of our conceptions, disclosures, and reduction to practice of said invention.

This Assignment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

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The sales of the confiction R. Githens

IN TESTIMONY WHEREOF I have hereunts set MY signature on the date indicated below.

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Ken J. Good	Dute:	Vityphn D. Baker , Date:
Eric M. Yeatos	Date: _//11	106 Takin namanin vi
		Return Address:  BOWMAN GREEN HAMPTON & KELLY, PLLC  Attu: Peter A. Shaddock II  S01 Independence Parkway, Suite 201  Chesapeake, Virginia 23320
BE IT KNOWN, that o	n this day o	2005, before me personally came <u>Derck G. Gustafson</u> to me who executed the foregoing assignment, and he acknowledged to me that he executed
the same at his free act	and deed for the use	and purposes therein mentioned.
		Notary Public
	•	My Commission Expires:

PATENT

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P. 10

JAN-11-2006 WED 12:12 PM BoumanGreenHamptonKelly

FAX NO. 757 548 2345

PETT VNOUN that on this day of	2005, before me personally came Michael R. Githens, to me
known to be the person(s) mentioned in and who executed the for the same at his free act and deed for the use and purposes therein	, 2005, before me personally came <u>Michael R. Githens,</u> to me preguing assignment, and he acknowledged to me that he executed a mentioned.
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	Notary Public
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BE IT KNOWN, that on this day of to be the person(s) mentioned in and who executed the foregoing	, 2005, before me personally come <u>Ken J. Good</u> to me known gassignment, and he acknowledged to me that he executed the
same at his free act and deed for the use and purposes therein m	entioned. The second se
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Carrie	My Commission Expires:
BE IT KNOWN, that on this day of	2005, before me personally cume Vaughn D. Buket to me pregoing assignment, and he acknowledged to me that he executed
known to be the person(s) mentioned in and who executed the for the same at his free act and deed for the use and purposes therein	regoing assignment, and he peknowledged to me that he executed 1 mentioned.
The state of the s	Notary Public
n de per ingeneral trade de la composition della	My Commission Expires:
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BE IT KNOWN, that on this day of Y	2009, before me personally came <u>Eric M. Yeates</u> to me pregoing assignment, and he acknowledged to me that he executed
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