

02-21-2006

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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)

Alan Wheatley

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

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

Execution Date(s) 12-28-2005

- ☒ 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: American Covers, Inc.

Internal Address:

Street Address: 102 West 12200 South

City: Draper

State: UT

Country: USA Zip: 84020

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

4. Application or patent number(s):

A. Patent Application No.(s)

11/264,669

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

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Name: Garron M. Hobson

Internal Address: Thorpe North & Western, LLP

Street Address: 8180 South 700 East, Suite 200

City: Sandy

State: UT Zip: 84070-0562

Phone Number: (801) 566-6633

Fax Number: (801) 566-0750

Email Address:

6. Total number of applications and patents involved:

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 _____
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b. Deposit Account Number _____

Authorized User Name _____

9. Signature:

Signature

February 8, 2006

Date

Garron M. Hobson

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 (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

02/14/2006 SSESHE1 00000051 11264669

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PATENT
REEL: 017562 FRAME: 0433

Garron M. Hobson
THORPE, NORTH & WESTERN, L.L.P.
P.O. BOX 1219
SANDY, UTAH 84091-1219

ASSIGNMENT

WHEREAS, I, Alan Wheatley, resident of the state of Utah, whose postal mailing address is 102 West 12200 South, Draper, Utah 84020 (hereinafter "Assignor") have invented a certain new and useful improvement in a FRICTIONAL HOLDING PAD for which an application for United States Letters Patent was filed on October 31, 2005 as THORPE NORTH & WESTERN L.L.P. Docket No. T9475.NP.DIV.CIP2, and given U.S. Patent Application Serial No. _____; and

WHEREAS, American Covers, Inc. a corporation, organized and existing under the laws of the State of Utah, having a business address of 102 West 12200 South, Draper, Utah 84020 (hereinafter "Assignee"), is desirous of acquiring the entire right, title, and interest in the same;

NOW, THEREFORE, in consideration of one dollar (\$1.00) and other good and valuable consideration paid to me by the Assignee, the receipt and sufficiency whereof is hereby acknowledged, I the said Assignor, hereby grant and assign unto the said Assignee, my entire right, title and interest in said invention and in all patent applications based thereon, including but not limited to the above identified United States Patent Application and in all divisions, continuations, and continuations-in-part of said application, or reissues or extensions of Letters Patent or Patents granted thereon, and in all corresponding applications filed in countries foreign to the United States, and in all patents issuing thereon in the United States and foreign countries; the right, power and authority to file and prosecute U.S. and foreign patent applications on said invention, and to do so in its own name wherever such right may be legally exercised, and including the right to claim the priority and benefits of the International Convention for such applications; and the right to bring actions for infringement of any right in said invention in its own name, including past infringement, in any jurisdiction.

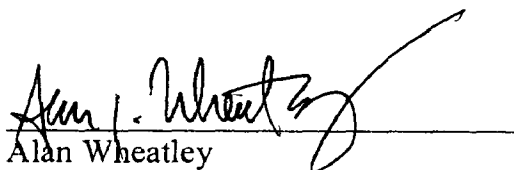
I hereby authorize and request the United States Commissioner of Patents and Trademarks, and such Patent Office officials in foreign countries as are duly authorized by their

patent laws to issue patents, to issue any and all Letters Patent on said invention to the said Assignee as the owner of my entire interest, for the sole use and behoof of the said Assignee, its successors, assigns and legal representatives, to the full end of the term for which said Letters Patent may be granted, as fully and entirely as the same would have been held by me had this assignment and sale not been made.

I hereby agree, without further consideration and without expense to me, to sign all lawful papers and to perform all other lawful acts which the Assignee may request of me to make this Assignment fully effective, including, by way of example but not of limitation, the following: prompt execution of all original, divisional, substitution, reissue, and other United States and foreign patent applications on said invention, and all lawful documents as requested by the Assignee to further the prosecution of any of such patent applications; cooperation to the best of my ability including, but not limited to, the execution of all lawful documents, the production of evidence in any actions or proceedings concerning the invention, including, but not limited to, nullification, reissuing, extension, and infringement proceedings involving said invention.

This assignment and agreement shall be binding upon my heirs and legal representatives.

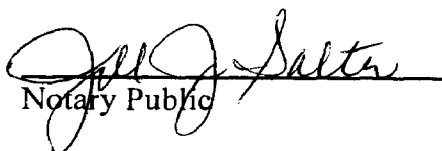
Executed this 28 day of Dec, 2005 at Draper, Utah


Alan Wheatley

STATE OF Utah)
: ss
County of Salt Lake)

Before me personally appeared Alan Wheatley and acknowledged the foregoing instrument to be his free act and deed this 28 day of Dec, 2005.




Notary Public

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