

EV690752634US

Form PTO-1595 (Rev. 06/04)  
OMB No. 0651-0027 (exp. 6/30/2005)

05-01-2006

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

R'



103228273

To the Director of the U.S. Patent and Trademark Office: Please record.

Documents or the new address(es) below.

**1. Name of conveying party(ies)/Execution Date(s):**CURTIS TAYLOR  
DOUGLAS E. WHITNER  
MARC LOUIS VITANTONIOExecution Date(s) APRIL 24, 2006Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No**3. Nature of conveyance:**

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

**2. Name and address of receiving party(ies)**Name: HeatWave, LLC

Internal Address: \_\_\_\_\_

Street Address: 812 HURON ROAD, EASTSUITE 240City: CLEVELANDState: OHIOCountry: U.S. Zip: 44115-1123Additional 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: Brian E. Turung, Esq.Internal Address: Fay Sharpe Fagan Mlnnich & McKeeStreet Address: 1100 Superior Ave.,  
Seventh FloorCity: ClevelandState: Ohio Zip: 44114-2579Phone Number: (216) 861-5582Fax Number: (216) 241-1666Email Address: bturung@faysharpe.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 1771  
Expiration Date 03/07b. Deposit Account Number 06-0308Authorized User Name Jeffrey R. Bacon**9. Signature:**

Signature

April 24, 2006

Date

Brian E. Turung

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 4Documents 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. 22313-1450113256 U.S. PTO  
11/410764

042506

04/27/2006 KBETEMR1 00000055 11410764

06 FC:8021

(40.00 OP)

PATENT  
REEL: 017809 FRAME: 0404

ASSIGNMENT

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, We, the undersigned, **Curtis Taylor, Douglas E. Whitner and Marc Louis Vitantonio** of Chagrin Falls, OH and South Russell, OH ("Inventors") who have created a certain invention for which a U.S. Patent Application has been

☒ executed concurrently herewith  
☐ executed on \_\_\_\_\_  
☐ filed \_\_\_\_\_, and assigned Application Serial No. \_\_\_\_\_

and is entitled:

**WARMING DEVICE AND METHODS FOR WARMING AN ARTICLE**

hereby sell, assign and transfer to **HeatWave, LLC**, ("Assignee"), a limited liability corporation of the State of Ohio, having a place of business at **812 Huron Road, East, Suite 240, Cleveland, OH 44115-1123**, its successors, assigns, nominees or other legal representatives, the full, exclusive, entire worldwide rights, title and interest in, to, and under said invention as described and claimed in said application, including any provisional application(s) from which it claims priority, the same to be held and enjoyed by Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, nominees, or other legal representatives, to the end of the term or terms for which said Letters Patent are or may be granted, reissued, or extended, as fully and entirely as the same would have been held and enjoyed by Inventor(s) if this assignment and sale had not been made; all of the entire rights, title and interest in and to said invention and said application, and all original and reissued patents granted for said invention, and all divisions, reissues, continuations-in-part, and continuations of said application, including the subject matter of any and all claims which may be obtained in every patent, and the right, where such right can be legally exercised, in Assignee's own name to apply for and obtain patents in countries foreign to the United States, including the full right to claim for any such application the benefits of the International Convention and the Patent Cooperation Treaty as fully and entirely as Inventor(s) could have done if the foreign application had been filed in the names of the Inventor(s), and the entire interest in any Letters Patent which may be granted on any such application in such foreign countries, and Inventor(s) authorize(s) and request(s) the Commissioner of Patents of the United States, and any official of any country or countries foreign to the United States whose duty is to issue patents on applications as aforesaid, to issue the said Letters Patent to Assignee, its successors, assigns, nominees, or other legal representatives, as Assignee and owner of the said entire rights, and Inventor(s) covenant(s) that Inventor(s) has/have the full right to convey the said entire interest herein assigned and that Inventor(s) has/have not executed and will not execute any agreement in conflict herewith, and Inventor(s) will communicate to Assignee, its successors, assigns, nominees, or other legal representatives all facts known to Inventor(s) respecting said invention, whenever requested, and testify in any

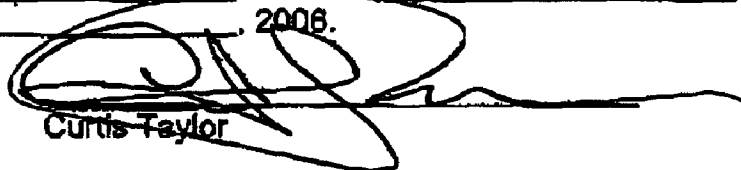
**PATENT**

**REEL: 017809 FRAME: 0405**

legal proceedings, sign all lawful papers, execute and deliver all divisional, continuing, and reissue applications, make all rightful oaths or declarations, and do all lawful acts requisite for the application for such divisional, continuing, or reissue applications, or the procuring thereof, and that if and when Assignee, its successors, assigns, nominees, or other legal representatives desire to file a disclaimer relating thereto, Inventor(s) will, upon request, sign and deliver all lawful papers requisite for the filing of such disclaimer; and

Inventor(s) further covenant(s) and agree(s) that Inventor(s) will, at any time upon request, do everything possible to aid Assignee, its successors, assigns, nominees, or other legal representatives, either in the name of Inventor(s) or Assignee, to apply for, obtain, and enforce proper patent protection for said invention in all countries, according to the International Convention and the Patent Cooperation Treaty, and all the laws and treaties in force, all without further consideration but at the expense of Assignee, its successors, assigns, nominees, or other legal representatives.

Signed at the City of Chagrin Falls State of OHIO  
on this 24<sup>th</sup> day of April, 2006.

  
Curtis Taylor

State of OHIO  
County of CUYAHOGA

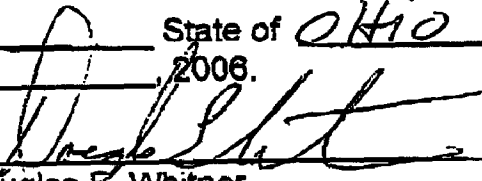
)  
) ss:  
)

On this 24 day of April, 2006 before me  
personally came Curtis Taylor, to me known to be the individual described in and who  
executed the foregoing instrument, and acknowledged execution of the same.

  
Notary Public

BRIAN E. TURUNG, Attorney At Law  
Notary Public - State of Ohio  
My commission has no expiration date.  
Section 147.03 R. C.

Seal

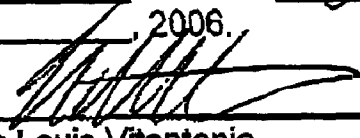
Signed at the City of Cleveland State of OHIO  
on this 24<sup>th</sup> day of April, 2006.  
  
Douglas E. Whitner

State of OHIO )  
County of CUYAHOGA ) ss:

On this 24 day of APRIL, 2006 before me  
personally came Douglas E. Whitner, to me known to be the individual described in and  
who executed the foregoing instrument, and acknowledged execution of the same.


  
Notary Public

Seal  
BRIAN E. TURUNG, Attorney At Law  
Notary Public - State of Ohio  
My commission has no expiration date.  
Section 147.03 R. C.

Signed at the City of Cleveland State of Ohio  
on this 24<sup>th</sup> day of April, 2006.  
  
Marc Louis Vitantonio

State of OHIO )  
County of Cuyahoga ) ss:

On this 24<sup>th</sup> day of April, 2006 before me  
personally came Marc Louis Vitantonio, to me known to be the individual described in  
and who executed the foregoing instrument, and acknowledged execution of the same.

  
Notary Public  
BRANDI BRANDEWIE  
Notary Public - State of Ohio, Cuya. Cty.  
My Commission Expires April 13, 2010

Seal