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Form 1595

RE

U.S. DEPARTMENT OF COMMERCE

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(Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2005)



103231991

To the Honorable Commissioner of Patents

... original documents or copy thereof.

## 1. Name of conveying party(ies)/Execution Date(s):

Kevin J. Vititoe

Execution Date(s) April 27, 2006

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

## 3. Nature of conveyance:

- ☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Other \_\_\_\_\_

## 2. Name and address of receiving party(ies):

Name: Priority Designs, Inc.

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

Street Address: 401 Morrison Road

City: Columbus State: OH Zip: 43230

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

## 4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: 04/28/2006

A. Patent Application No.(s)

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Name: Penny R. Slicer

Internal Address: Stinson Morrison Hecker LLP

Street Address: 1201 Walnut, Suite 2800

City: Kansas City State: Missouri Zip: 64106-2150

## 6. Total number of applications and patents involved:

1

## 7. Total fee (37 CFR 3.41) \$ 40.00

- ☒ Enclosed  
☐ Authorized to be charged to deposit account

## 8. Deposit account number:

19-4409

(Attach duplicate copy of this page if paying by deposit account)

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## 9. Signature:

Signature

April 28, 2006

Date

Penny R. Slicer, Reg. No. 34,017

Name of Person Signing

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

4

Mail documents to be recorded with required cover sheet information to:

Mail Stop Assignment Recordation Services  
 Director of the United States Patent and Trademark Office  
 P.O. Box 1450, Alexandria, VA 22313-1450

**ASSIGNMENT AGREEMENT**

In consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Kevin J. Vititoe, an individual having an address of 938 Hillsdale Drive, Columbus, Ohio 43224 (hereinafter "Assignor") hereby assigns, transfers and conveys to Priority Designs, Inc., a corporation created and existing under and by virtue of the laws of the State of Ohio, and having a principal place of business at 501 Morrison Road, Columbus, Ohio 43230, its successors, legal representatives, and assigns (hereinafter "Assignee"), the Assignor's entire right, title and interest in and to the design for a BATTER'S HELMET (DESIGN II), as depicted in the drawings attached hereto; in and to the application filed herewith; in and to all patents to be issued pursuant to said application and any divisionals, continuations, continuations in part, extensions, renewals, and reissues thereof; and in and to all applications for patents or similar legal protection which may hereafter be filed for said design in any country, all patents or similar legal protection which may be granted for said design in any country and all extensions, renewals and reissues thereof or legal equivalent thereof.

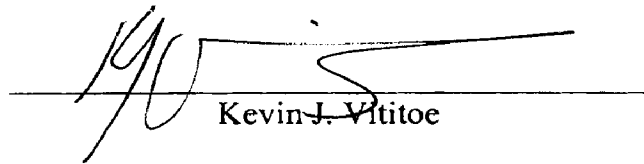
Assignor hereby authorizes and requests the Director of Patents and Trademarks of the United States, and any official of any other country whose duty it is to issue patents or similar legal protection on said applications, to issue patents or similar legal protection for said design to Assignee, the same to be held by Assignee for its own use and benefit, to the full end of the term for which said patents or similar legal protection are or may be granted, as fully and entirely as the same would have been held and enjoyed by Assignor had this assignment not been made.

Assignor hereby further agrees, upon the request of Assignee, to execute any and all applications for divisionals, continuations and/or continuations in part for said design or improvements and any supplemental oath or declaration relating thereto, and any applications for

the reissue or extension of any patent that may be granted upon said applications that Assignee may deem necessary or expedient. Assignor further agrees that in the event any said application, or patent issued thereon, becomes involved in an interference, upon request of Assignee, Assignor will cooperate to the best of his ability with Assignee in preparing the preliminary statement and giving and producing evidence in support thereof. Assignor hereby agrees to perform, upon such request, any and all affirmative acts to obtain said patents or similar legal protection, and vest all rights therein in Assignee as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made.

Assignor hereby covenants and warrants that as of the date hereof he is an inventor of the claimed design, that he has the full right and power to convey his entire, right, title and interest in said design, applications, and patents which may issue pursuant thereto, that the same are free and clear of all liens, charges and encumbrances whatsoever, and that he has not executed and will not execute any agreement in conflict herewith.

WITNESS my hand and seal this 27<sup>th</sup> day of April, 2006.

  
Kevin J. Vititoe

**ACKNOWLEDGMENT**

STATE OF OHIO )  
 ) SS  
 COUNTY OF LICKING )

On this 27<sup>TH</sup> day of APRIL, 2006, before me, a Notary Public in and for the State and County aforesaid, personally appeared PAUL P KOUNDA, to me known and known to me to be the person of that name who signed and sealed the foregoing instrument, and he acknowledged the same to be his free act and deed.

  
 Notary Public

(SEAL)

My Commission Expires:

**HERMAN E. JONES**

**NOTARY PUBLIC, STATE OF OHIO**

**MY COMMISSION EXPIRES AUGUST 2, 2009**