

PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Confirmatory Assignment
CONVEYING PARTY DATA	
Name	Execution Date
James R. Tobin	06/23/2006
RECEIVING PARTY DATA	
Name:	The Ellison Company, Inc.
Street Address:	10200 Pineville Road
City:	Pineville
State/Country:	NORTH CAROLINA
Postal Code:	28134
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6540288
CORRESPONDENCE DATA	
Fax Number:	(704)353-3145
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	704.331.7400
Email:	docket@kennedycovington.com
Correspondent Name:	Myra T. Askins-Sullivan
Address Line 1:	214 North Tryon Street
Address Line 2:	Hearst Tower, 47th Floor
Address Line 4:	Charlotte, NORTH CAROLINA 28202
ATTORNEY DOCKET NUMBER:	005310.00572
NAME OF SUBMITTER:	Myra T. Askins-Sullivan
Total Attachments: 3 source=Tobin Confirmatory Assignment#page1.tif source=Tobin Confirmatory Assignment#page2.tif source=Tobin Confirmatory Assignment#page3.tif	

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CONFIRMATORY ASSIGNMENT

WHEREAS, I, James R. Tobin of 12226 Taos Court, Charlotte, North Carolina 28277 (referred to herein as the "Assignor") have invented certain improvements in **LOW PROFILE VEHICLE ESCAPE HATCH ASSEMBLY** while employed with Assignee (defined below) for which Assignor has executed an application for United States Letters Patent, Serial No. 10/010,922, filed November 8, 2001 and new U.S. Patent No. 6,540,288, and corresponding foreign applications, including Canadian Patent Application No. 2, 411,528;

WHEREAS, on November 6, 2001, Assignor executed an Assignment assigning all right, title and interest to Specialty Manufacturing Company, Inc. ("Specialty");

WHEREAS, at the time of execution of the Assignment, Assignor believed Specialty to be a legal entity of the State of North Carolina, having a principal place of business at Pineville, North Carolina;

WHEREAS, Assignor subsequently learned that, effective November 30, 1990, Specialty had merged into The Ellison Company, Inc. ("Ellison") along with several other subsidiaries of Ellison and therefore was not a separate legal entity, but an operating division of Ellison, a North Carolina corporation;

WHEREAS, following the merger, Specialty continued to do business from its principal place of business in Pineville, North Carolina as an operating division of Ellison instead of as a separate legal entity;

WHEREAS, on December 31, 1990, Ellison completed and filed an assumed name certificate in accordance with N.C. Gen. Stat. § 66-68 notifying the public that it conducts business using the name of Specialty; and

WHEREAS, it was Assignor's intent to assign his rights to Ellison in the original Assignment dated November 6, 2001, and it is in both Assignor's and Assignee's interest to make sure the title is correct.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby confirms that it has assigned and transferred and does hereby assign and transfer to Assignee, its successors and assigns, absolutely and forever, all of Assignor's right, title and interest in and to said applications, in and to the invention therein set forth and in and to any patents which may issue or have issued on said applications, or any reissues, renewals, divisions, or continuations of said patents or applications, and all causes of action for any and all past infringements of the rights so assigned occurring before or after the date of this assignment and the right to collect and retain the proceeds therefrom.

Assignor hereby binds himself, his heirs, legal representatives, administrators and assigns properly to execute without further consideration, any and all applications, petitions, oaths and assignments or other papers and instruments which may be necessary to carry into

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full force and effect the sale, assignment, transfer and conveyance hereby made or intended to be made.

For the avoidance of doubt, it is the intention of Assignor and Assignee that this Confirmatory Assignment be made effective as of November 6, 2001, which is the date of execution of the Assignment.

In the event that this Confirmatory Assignment cannot be given legal effect as of November 6, 2001, then Assignor and Assignee desire that this Confirmatory Assignment be effective as of the last execution date hereof.

Should any provision of this Confirmatory Assignment be held to be invalid or unenforceable by any court of competent jurisdiction, such invalidity or unenforceability shall not affect the validity or enforceability of any other provision of this Confirmatory Assignment.

Assignor warrants, represents and covenants that he has the full right to convey the entire interests herein assigned, and that he has not executed, and will not execute, any other assignments, conveyances or agreements inconsistent herewith.

[SIGNATURES FOLLOW ON NEXT PAGE]

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IN WITNESS WHEREOF, I have hereunto set my hand and seal this 23 day of June 2006.

6/23/06
Date

"Assignor"
[Signature] (SEAL)
Name

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

On this 23rd day of June, 2006, before me a Notary Public, came James R. Tobin, to me known and known by me to be the individual described in and who executed the foregoing Assignment and duly acknowledged the same to be his free act and deed.

Betty T. Gums
Notary Public

My Commission Expires: 12-11-07

Accepted and Agreed:
"Assignee"

The Ellison Company, Inc.

By: [Signature]
Name: John Ellison
Title: President

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Jun-22-06 01:32P The Ellison Co., Inc.
SPECIALTY MFG CO
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