

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
Eric D. Swanger	06/23/2006
RECEIVING PARTY DATA	
Name:	The Ellison Company
Street Address:	10200 Pineville Road
City:	Pineville
State/Country:	NORTH CAROLINA
Postal Code:	28134
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6347484
CORRESPONDENCE DATA	
Fax Number:	(704)353-3145
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	7043317400
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:	5310.572
NAME OF SUBMITTER:	Myra T. Askins-Sullivan
Total Attachments: 3	
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CONFIRMATORY ASSIGNMENT

WHEREAS, I, Eric D. Swanger of 11109 Ashbury Chapel Road, Huntersville, North Carolina 28078 (referred to herein as the "Assignor") have invented certain improvements in **VENTILATION UNIT FOR VEHICLES** while employed with the Assignee (defined below) for which Assignor has executed an application for United States Letters Patent, Serial No. 09/511,125, filed February 22, 2000 and new U.S. Patent No. 6,347,484;

WHEREAS, on February 2, 2000, Assignor executed an Assignment assigning all of his 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 February 2, 2000, 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 application, in and to the invention therein set forth and in and to any patent which may issue or has issued on said application, or any reissue, renewal, division, or continuation of said patent or application, 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 full force and effect the sale, assignment, transfer and conveyance hereby made or intended to be made.

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For the avoidance of doubt, it is the intention of Assignor and Assignee that this Confirmatory Assignment be made effective as of February 2, 2000, which is the date of execution of the Assignment.

In the event that this Confirmatory Assignment cannot be given legal effect as of February 2, 2000, 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.

06/23/06
Date

"Assignor"
Eric D. Swanger (SEAL)
Name

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

On this 23rd day of June, 2006, before me a Notary Public, came Eric D. Swanger, 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: John Ellison
Name: John Ellison
Title: President

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Jun 23 06 03:07p SPECIALTY MFG CO
Jun-22-06 01:32P The ELLISON CO. Inc.
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