

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

| SUBMISSION TYPE: | NEW ASSIGNMENT | | | | | | | | |
|--|---------------------------|---------------|----------------|----------------------|------------|--------------------|------------|------------------|------------|
| NATURE OF CONVEYANCE: | ASSIGNMENT | | | | | | | | |
| CONVEYING PARTY DATA | | | | | | | | | |
| <table border="1"><thead><tr><th>Name</th><th>Execution Date</th></tr></thead><tbody><tr><td>Brian Edward LeGette</td><td>06/29/2001</td></tr><tr><td>Justin Saul Werner</td><td>06/29/2001</td></tr><tr><td>Ronald L. Wilson</td><td>06/29/2001</td></tr></tbody></table> | | Name | Execution Date | Brian Edward LeGette | 06/29/2001 | Justin Saul Werner | 06/29/2001 | Ronald L. Wilson | 06/29/2001 |
| Name | Execution Date | | | | | | | | |
| Brian Edward LeGette | 06/29/2001 | | | | | | | | |
| Justin Saul Werner | 06/29/2001 | | | | | | | | |
| Ronald L. Wilson | 06/29/2001 | | | | | | | | |
| RECEIVING PARTY DATA | | | | | | | | | |
| Name: | Gray Matter Holdings LLC | | | | | | | | |
| Street Address: | 720 South Montford Avenue | | | | | | | | |
| City: | Baltimore | | | | | | | | |
| State/Country: | MARYLAND | | | | | | | | |
| Postal Code: | 21224 | | | | | | | | |
| PROPERTY NUMBERS Total: 1 | | | | | | | | | |
| <table border="1"><thead><tr><th>Property Type</th><th>Number</th></tr></thead><tbody><tr><td>Application Number:</td><td>11759002</td></tr></tbody></table> | | Property Type | Number | Application Number: | 11759002 | | | | |
| Property Type | Number | | | | | | | | |
| Application Number: | 11759002 | | | | | | | | |
| CORRESPONDENCE DATA | | | | | | | | | |
| Fax Number: (301)762-4056 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | | | | | | | | |
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| ATTORNEY DOCKET NUMBER: | 0100.0017C6 | | | | | | | | |
| NAME OF SUBMITTER: | Thomas W. Lynch | | | | | | | | |
| Total Attachments: 3 source=ExecutedAssignment#page1.tif | | | | | | | | | |

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PATENT
REEL: 019471 FRAME: 0509

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Attorney Docket No: GRAY-007/00WO

PATENT

**ASSIGNMENT
(Joint)**

Brian Edward LeGette, residing at 720 Montford Avenue, Baltimore, MD 21224, Justin Saul Werner, residing at 302 Galena Court, Millersville, MD 21108, and Ronald L. Wilson, II, residing at 10 Ballymena Court, Catonsville, MD 21228 (hereinafter each referred to as "Assignor") have made an invention(s) relating to certain new and useful improvements in:

Apparatus and Method for Making an Ear Warmer and an Ear Warmer Frame

set forth in an application for Letters Patent of the United States, which is a

- (1) ☐ provisional application
 - (a) ☐ to be filed herewith; or
 - (b) ☐ bearing Application No. , and filed on ; or
- (2) ☒ Patent Cooperation Treaty application
 - (a) ☐ having an oath or declaration executed on prior to filing of application; or
 - (b) ☒ bearing PCT Application No. PCT/US01/11041, and filed on April 5, 2001; and

WHEREAS, Gray Matter Holdings LLC, a corporation duly organized under and pursuant to the laws of Delaware, and having its principal place of business at 720 South Montford Avenue, Baltimore, Maryland 21224 (hereinafter referred to as "the Assignee"), is desirous of acquiring the entire right, title, and interest in and to said invention(s), the right to file applications on said invention(s) and the entire right, title and interest in and to any applications, including provisional applications for Letters Patent of the United States or other countries claiming priority to said application, and in and to any Letters Patent or Patents, United States or foreign, to be obtained therefor and thereon;

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, the Assignor has sold, assigned, transferred, and set over, and by these presents does sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns the entire right, title, and interest in and to the above-mentioned invention(s), the right to file applications on said invention(s) and the entire right, title and interest in and to any applications for Letters Patent of the United States or other countries claiming priority to said applications, and any and all Letters Patent or Patents of the United States of America and all foreign countries that may be granted therefor and thereon, and in and to any and all applications claiming priority to said applications, divisions, continuations, and continuations-in-part of said applications, and reissues and extensions of said Letters Patent or Patents, and all rights under the Paris Convention for the Protection of Industrial Property, the same to be held and enjoyed by the Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted as fully and

entirely as the same would have been held and enjoyed by the Assignor had this sale and assignment not been made;

AND for the same consideration, the Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, the Assignor is a lawful owner of the entire right, title, and interest in and to the invention(s) set forth in said applications and said applications, including provisional applications, above-mentioned, and that the same are unencumbered, and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth;

AND for the same consideration, the Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns that the Assignor will, whenever counsel of the Assignee, or the counsel of its successors, legal representatives, and assigns, shall advise that any proceeding in connection with said invention(s) or said applications for Letters Patent or Patents, or any proceeding in connection with Letters Patent or Patents for said invention(s) in any country, including interference proceedings, is lawful and desirable, or that any application claiming priority to said application, division, continuation, or continuation-in-part of any applications for Letters Patent or Patents, or any reissue or extension of any Letters Patent or Patents to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of Letters Patent or Patents for said invention(s), without charge to the Assignee, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns;

AND the Assignor hereby authorizes and requests the attorneys of COOLEY GODWARD L.L.P. to insert in the spaces provided above the filing date, application number, the dates of execution of the oath or declaration, and attorney docket number of said application when known;

AND the Assignor hereby requests the Commissioner of Patents to issue any and all said Letters Patent of the United States to the Assignee, as the Assignee of said invention(s) and the Letters Patent to be issued thereon for the sole use and behalf of the Assignee, its successors, legal representatives, and assigns.

Date: 6-29-01

By: 

Brian Edward LeGette

State of: Maryland

County of: Baltimore

The preceding Assignment was acknowledged before me this 29 day of

June by Brian Edward LeGette

Amanda M Berrane

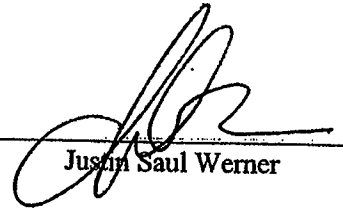
Notary Public

AMANDA M. BERRANE
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires April 6, 2005

My Commission Expires:

Date: 6-29-01

By:


Justin Saul Werner

State of: Maryland

County of: Baltimore

AMANDA M. BIRrane
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires April 6, 2005

The preceding Assignment was acknowledged before me this 29 day of
June by Justin Saul Werner

Amanda M Birrane


Notary Public

AMANDA M. BIRrane
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires April 6, 2005

My Commission Expires:
April 6, 2005

Date: 6-29-01

By:


Ronald L. Wilson, II

State of: Maryland

County of: Baltimore

The preceding Assignment was acknowledged before me this 29 day of
June by Ronald L. Wilson II

Amanda M Birrane

Notary Public

AMANDA M. BIRrane
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires April 6, 2005

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April 6, 2005