## PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

## **CONVEYING PARTY DATA**

Name	Execution Date
CPC Chemical Holdings, LLC	09/13/2007
Chemical Technologies LLC	09/13/2007
Apollo Chemical Company LLC	09/13/2007
FCI Technology LLC	09/13/2007

#### **RECEIVING PARTY DATA**

Name:	Mount Vernon Mills, Inc.	
Street Address:	503 South Main Street	
Internal Address:	P.O. Box 100	
City:	Mauldin	
State/Country:	SOUTH CAROLINA	
Postal Code:	29662	

## PROPERTY NUMBERS Total: 6

Property Type	Number	
Application Number:	09994910	
Patent Number:	5980581	
Patent Number:	5976196	
Patent Number:	5466601	
Patent Number:	5951719	
Patent Number:	5372611	

#### **CORRESPONDENCE DATA**

Fax Number: (864)232-4437

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (864) 232-4261

Email: IPdocket@mcnair.net

Correspondent Name: William D. Lee, Jr.

PATENT REEL: 020035 FRAME: 0641

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3240.00 3240.00 Address Line 1: 101 N. Main Street, Suite 900

Address Line 2: P.O. Box 10827

Address Line 4: Greenville, SOUTH CAROLINA 29601

ATTORNEY DOCKET NUMBER: 032709.00001

NAME OF SUBMITTER: William D. Lee, Jr.

**Total Attachments: 5** 

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PATENT REEL: 020035 FRAME: 0642

# INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Agreement") is made and entered into as of this // day of September 2007 by and among CPC CHEMICAL HOLDINGS, LLC, a North Carolina limited liability company ("CPC"), CHEMICAL TECHNOLOGIES LLC ("ChemTech"), APOLLO CHEMICAL COMPANY LLC ("Apollo"), and FCI Technology LLC ("FCI," and together with CPC, ChemTech and Apollo, the "Assignors," and each an "Assignor") and MOUNT VERNON MILLS, INC., a Maryland corporation ("Assignee").

#### RECITALS

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- A. CPC and Assignee are party to that certain Agreement for Purchase and Sale of Assets, dated as of August 30, 2007 (the "Purchase Agreement").
- B. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Purchase Agreement.
- C. The Purchase Agreement contemplates the sale, transfer and assignment by Assignors to Assignee of all of Assignors' rights, title and interest in and to the Patents and Trademarks.

Now THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties hereto, the Transferors and Assignee hereby agree as follows:

- 1. Each Assignor hereby sells, assigns and transfers to Assignee all of such Assignor's right, title and interest in and to the Patents and Trademarks set forth on Schedule 1 hereto.
- Each Assignor authorizes and empowers Assignee, its successors, assigns, or nominees, to make application for patent or other form of protection for the Patents in such Assignee's own name, in any and all countries, and to invoke and claim for any application for patent or other form of protection for the Patents filed by it or them, the benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it, and to invoke and claim such right of priority without further written or oral authorization from Assignor.
- 3. Each Assignor hereby consents that a copy of this Agreement shall be deemed a full legal and formal equivalent of any assignment, consent to file, or like document which may be required in any country in proof of the right of Assignee or its successors, assigns, or nominees to apply for patent or other proper protection for the Patents, and to claim the aforesaid benefits of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it,
- 4. Each Assignor agrees that such Assignor will, without demanding any further consideration therefore, at the request and the expense of Assignee, do all lawful and just acts, including the execution and acknowledgment of instruments, that may be or become reasonably

PATENT REEL: 020035 FRAME: 0643 necessary for obtaining (including, without limitation, for reexamining or reissuing the Patents), sustaining, maintaining, or perfecting Assignee's rights to the Trademarks and the Patents.

- Nothing in this Agreement, express or implied, is intended or shall be intended to confer upon or give to any person, firm, entity or corporation other than the parties referred to in the first paragraph of this Agreement and their successors and assigns, any remedy or claim under or by reason of this Agreement or any term, covenant or condition hereof, and all of the terms, covenants and conditions, promises and agreements in this Agreement contained shall be for the sole and exclusive benefit of the parties hereto and their successors and assigns.
- NO ASSIGNOR, OR ANY OTHER PERSON HAS MADE, OR SHALL BE DEEMED TO HAVE MADE, AND NO ASSIGNOR NOR ANY OF THE ASSIGNORS' DIRECTORS, MANAGERS, OFFICERS, EMPLOYEES, AGENTS OR REPRESENTATIVES IS OR SHALL BE LIABLE FOR OR BOUND IN ANY MANNER BY, ANY EXPRESS OR GUARANTIES, PROMISES OR WARRANTIES, REPRESENTATIONS, STATEMENTS PERTAINING TO THE PATENTS OR TRADEMAKRS, EXCEPT AS SPECIFICALLY SET FORTH IN THE PURCHASE AGREEMENT, AND ANY AND ALL OTHER REPRESENTATIONS, WARRANTIES, AND GUARANTIES, EXPRESS OR THE WARRANTIES IMPLIED, INCLUDING BUT NOT LIMITED TO MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY to the Committee Constitution for the State of the State of the DISCLAIMED.
- In the case of any conflict or inconsistency between the terms and conditions of this Agreement and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall control
- The parties hereto acknowledge and agree that this Agreement shall be governed by and subject to Sections 27, 29 and 30 of the Purchase Agreement, relating to Assignment, Dispute Resolution, Governing Law and Jurisdiction.
- and grave with the wife in a figure to the contraction of the contract there is a sequence of the This Agreement may be executed in one or more counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement, which was the same of the very state o to the control of the second on the control of the second control of the control of the second of th

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	·	Name; Title:
STATE OF	eargra	
COUNTY OF	Fultm	
State and County a to be the person of authorized to execu- who signed and ex	foresaid, personall the above name ar ute this Assignmen ecuted the foregoin	er, 2007, before me, a Notary Public in and for the my appeared Walter C. Butler known by me and an officer of CPC Chemical Nothings duly in the on behalf of CPC Chemical Hollings U.C. in instrument on behalf of CPC Chemical Hollings (CEC)
	Andrews State Control of the Control	Notary Public  My Commission Expires: Notary Public, DeKalb County, Georgia  My Commission Expires July 12, 2009
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STATE OF Ge COUNTY OF Don this Don't have the person of authorized to execute	day of Septembaforesaid, personal the above name a ute this Assignment ecuted the foregoi	CHEMICAL TECHNOLOGIES LLC  By: All All All All All All All All All Al

[Signature Page to Intellectual Property Assignment Agreement]

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# APOLLO CHEMICAL COMPANY LLC

Name:

STATE OF \_\_\_\_\_\_\_\_O COUNTY OF FUHM

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On this 13 day of September, 2007, before me, a Notary Public in and for the State and County aforesaid, personally appeared wather Bother known by me authorized to execute this Assignment on behalf of 1-10/10 Chemical Company (18) who signed and executed the foregoing instrument on behalf of Apollo Chancel Think

> Darbar Hannet Notary Public

My Commission Expires:

Notary Public, DeKalb County, Georgia Wy Commission Expires July 12, 2009

Name:

STATE OF \_\_\_\_\_\_\_ COUNTY OF

On this 13 day of September, 2007, before me, a Notary Public in and for the State and County aforesaid, personally appeared Waku C. Svill, known by me to be the person of the above name and an officer of FCT Ticknive a LLC duty authorized to execute this Assignment on behalf of PCI TECKNING LLC who signed and executed the foregoing instrument on behalf of FIT Action 1709 or L

Notary Public

Notary Public, DeKalb County, Georgia My Commission Expires: My Commission Expires July 12, 2009

[Signature Page to Intellectual Property Assignment Agreement]

	By: Regulation
	Name: Programme Control of Contro
STATE OF Suff Carchin	

COUNTY OF

On this 13th day of September, 2007, before me, a Notary Public in and for the State and County aforesaid, personally appeared Rule of known by me to be the person of the above name and an officer of known by me authorized to execute this Assignment on behalf of who signed and executed the foregoing instrument on behalf of

Notary Public

My Commission Expires: My Commission Expires September 17, 2011

[Signature Page to Intellectual Property Assignment Agreement]

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