

02-12-2008

Client/Matter No. 2817/400

RECC



EET

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To the Director of the U.S. Patent and Trade

records and attached documents or the new address(es) below:

1. Name of conveying Party(ies)/Execution Date:

KENNETH W. NIMMONS/12/11/2007  
KENNETH HARRIS/12/17/2007  
BRANDON HEFER/12/17/2007  
AARON BROOKHART/12/17/2007

Additional name(s) of conveying party(ies) attached?

Yes  No

*1-29-08*

2. Name and Address of receiving Party(ies):

Name: MELAS, INC.

Internal Address:

Street Address: 1200 E. Union Avenue

City: Litchfield

State: Illinois

Country: USA Zip: 62056

Additional name(s) and addresses attached?  Yes  No

3. Nature of Conveyance:

Execution Date(s): December 11, 2007, December 17, 2007, December 17, 2007, and December 17, 2007.

- Assignment
- Security Agreement
- Government Interest Assignment
- Change of Name
- Merger
- Other \_\_\_\_\_
- Executive Order 9424, Confirmatory License
- Joint Research Agreement

4. Application or patent number(s).

This document is being filed together with a new application.

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:

BRINKS HOFER GILSON & LIONE  
P.O. BOX 10395  
CHICAGO, IL 60610  
(312) 321-4200  
(312) 321-4299 Fax

6. Total number of applications and patents involved: 1

7. Total Fee (37 CFR 1.21(h) & 3.41) \$ 40

- Authorized to be charged by credit card
- Authorized to be charged to Deposit Acct. No. 23-1925
- Enclosed
- None required (government interest not affecting title)

8. Payment Information:

- a.  Credit Card: Last 4 Numbers  
Expiration Date
- b.  Charge fee and/or any Deficiencies to Deposit  
Account Number 23-1925  
Authorized User Name: Brinks Hofer Gilson & Lione

Signature

Rashad L. Morgan

Name of Person Signing

January 29, 2008

Date

Total no. of pages including cover sheet, attachments and documents: 7

01 FC:8021

18-00-0A

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to Mail Stop Assignment Recordation Services, Director of the USPTO, PO Box 1450, Alexandria, VA 22313-1450

**ASSIGNMENT**

WHEREAS, Kenneth W. Nimmons, Kenneth Harris, Brandon Hefer, and Aaron Brookhart, hereinafter called the "Assignors", have made the invention described in the United States design patent application entitled FACEGUARD, executed by Assignors on the same date as, or on a date prior to, this Assignment;

WHEREAS, Melas, Inc., a corporation organized and existing under the laws of the State of Illinois, having a place of business at 1200 E. Union Avenue, Litchfield, Illinois 62056 hereinafter called the "Assignee", desires to acquire the entire right, title and interest in and to the invention and the design patent application identified above, and all patents which may be obtained for said invention, as set forth below;

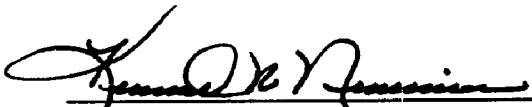
NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00), and other valuable and legally sufficient consideration, the receipt of which by the Assignor from the Assignee is hereby acknowledged, the Assignor has sold, assigned and transferred, and by these presents does sell, assign and transfer to the Assignee, the entire right, title and interest for the United States in and to the invention and the design patent application identified above, and any patents that may issue for said invention in the United States; together with the entire right, title and interest in and to said invention and all patent applications and patents therefor in all countries foreign to the United States, including the full right to claim for any such application all benefits and priority rights under any applicable convention; together with the entire right, title and interest in and to all continuations, divisions, renewals and extensions of any of the patent applications and patents defined above; together with the right to recover all damages, including, but not limited to, a reasonable royalty, by reason of past, present, or future infringement or any other violation of patent or patent application rights; to have and to hold for the sole and exclusive use and benefit of the Assignee, its successors and assigns, to the full end of the term or terms for all such patents.

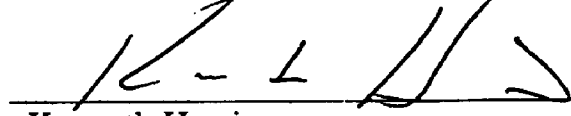
The Assignor hereby covenants and agrees, for both the Assignor and the Assignor's legal representatives, that the Assignor will assist the Assignee in the prosecution of the design patent application identified above; in the making and prosecution of any other patent applications that the Assignee may elect to make covering the invention identified above; in vesting in the


Assignee like exclusive title in and to all such other patent applications and patents; and in the prosecution of any interference which may arise involving said invention, or any such patent application or patent; and that the Assignor will execute and deliver to the Assignee any and all additional papers which may be requested by the Assignee to carry out the terms of this Assignment.

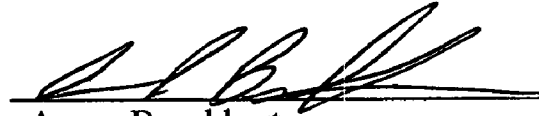
The Commissioner of Patents and Trademarks is hereby authorized and requested to issue patents to the Assignee in accordance with the terms of this Assignment.

IN TESTIMONY WHEREOF, the Assignor has executed this agreement.

DATED: 12/11/07   
Kenneth W. Nimmons

DATED: 12-17-07   
Kenneth Harris

DATED: 12-17-07   
Brandon Hefer

DATED: 12-17-07   
Aaron Brookhart



STATE OF MO  
COUNTY OF St. Louis ss.

I, Trina N. Owens, a Notary Public in and for the County and State aforesaid, do hereby certify that Kenneth Harris, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that (s)he signed, sealed and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this 17<sup>th</sup> day of Dec, 2007.

Trina N. Owens  
Notary Public

My Commission Expires: Aug 14, 2010



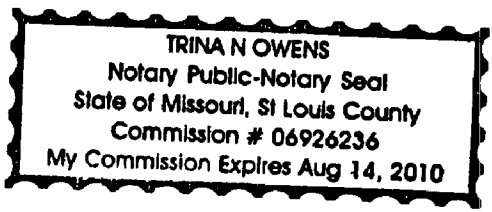
STATE OF MO  
COUNTY OF St. Louis ss.

I, Trina N. Owens a Notary Public in and for the County and State aforesaid, do hereby certify that Aaron Brookhart, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that (s)he signed, sealed and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this  
17<sup>th</sup> day of Dec 2007.

Trina N. Owens  
Notary Public

My Commission Expires: Aug 14, 2010



STATE OF MO  
COUNTY OF St. Louis ss.

I, Trina N. Owens Notary Public in and for the County and State aforesaid, do hereby certify that Brandon Hefer, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that (s)he signed, sealed and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this 17<sup>th</sup> day of Dec, 2007.

Trina N. Owens  
Notary Public

My Commission Expires: Aug 14, 2010

