

2-28-09



03-04-2008



RECO

Docket No.: 080407-0011

103486137

To the Director of the U. S. Patent and Trademark Office

ents or the new address(es) below.

1. Name of Conveying Party(ies)

Joseph Anscher

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of Conveyance/Execution Date(s)

Execution Date(s): 12/18/2007

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

2. Name and address of receiving party(ies)

Name: Duraflex Hong Kong Ltd.

Internal Address:

Address: Unit 17G
 Leader Industrial Centre, Phase II
 188 Texaco Road, Tsuen Wan
 NT Hong Kong

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application or patent number(s):

A. Patent Application No(s). 11/593,790; 29/273,330; 29/273,331

☐ This document is being filed together with a new application.

B. Patent No(s). 6,393,672; 6,393,677; 6,408,494; 6,446,314;
 6,725,506; 6,796,007; 6,931,695; 7,020,939; 7,024,734;
 7,100,252; D447,088; D447,979; D458,870; D496,303;
 D519,878; D521,898; D533,808; D543,897

Additional numbers attached? ☐ Yes ☒ No

5. Name and address to whom correspondence concerning document should be mailed:

Name: MCDERMOTT WILL & EMERY LLP

Internal Address:

Street Address: 18191 Von Karman Ave., Suite 500

City: Irvine State: CA Zip: 92612-7108

Phone Number: 949.851.0633

Fax Number: 949.851.9348

Email Address:

6. Total number of applications and patents involved: 21

7. Total fee (37 CFR 1.21(h) & 3.41) \$840.00

- ☐ Authorized to be charged by credit card
☒ Authorized to be charged to deposit account
☐ Enclosed
☐ None required (government interest not affecting title)

8. Payment Information:

- a. Credit Card Last 4 Numbers _____
 Expiration Date _____
 b. Deposit Account Number 502203
 Authorized User Name Andrew D. Mickelsen, Esq.

9. Signature.

Andrew D. Mickelsen, Esq., Reg. No. 50,957

February 27, 2008

Name and Registration No. of Person Signing

Signature

Date

03/03/2008 DRYNE 00000052 502203 7 11593790
 Total number of pages including cover sheet, attachments and documents: 01 FC:8021 840.00 DA

PATENT ASSIGNMENT AGREEMENT

(UNITED STATES)

This PATENT ASSIGNMENT AGREEMENT ("Agreement"), dated effective as of January 2, 2008, is entered into by and between Joseph Anscher of 1928 Midlane Road, Syosset, New York 11791 ("Assignor"), and Duraflex Hong Kong Ltd., a company organized and existing under the laws of Hong Kong ("Assignee"), c/o the address at Unit 17G, Leader Industrial Centre, Phase II, 188 Texaco Road, Tsuen Wan, NT Hong Kong, each individually referred to as a "Party" and collectively referred to as the "Parties."

RECITALS

WHEREAS, Assignor is the owner of the patents, patent applications and patent registrations listed on Schedule A attached hereto (the "Assigned Patents").

WHEREAS, the Parties and/or its respective affiliate(s) have entered into a transaction (the "Transaction") whereby Assignor sold to Assignee and/or its affiliate(s) (collectively hereafter, "Assignee"), and Assignee purchased from Assignor, all of Assignor's patent rights relating to the business of an affiliate of Assignor of manufacturing, marketing, selling and otherwise commercializing one or more buckles and fasteners marketed or sold under the DURAFLEX brand and other buckles and fasteners that are similar to or competitive with any DURAFLEX product (the "Business");

WHEREAS, as part of the Transaction, Assignor sold to Assignee, and Assignee purchased from Assignor, (i) all foreign and domestic patents, patent applications and patent disclosures, and all reissuances, continuations, continuations-in-part, revisions, extensions and reexaminations thereof, and all know-how and inventions (whether patentable or unpatentable and whether or not reduced to practice), all improvements thereto, related to the Business (other than the Safe-Strap Patents as defined in the Transaction), including, without limitation, the Assigned Patents; and (ii) all royalties, commissions, fees and other amounts with respect thereto due and payable after the closing of the Transaction (collectively, the "Assigned IP"); and

WHEREAS, pursuant to the Transaction, Assignor is required to execute and deliver this Agreement to Assignee.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises, covenants and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound, hereby agree as follows:

Section 1. Assignment. In connection with and as contemplated by the Transaction, Assignor does hereby assign, transfer, convey and set over unto Assignee its full right, title and interest in and to the Assigned IP, including the right to claim priority throughout the world, including any and all international applications, national applications, national stage applications, continuations, continuations-in-part, divisionals, substitutes, renewals, reissues, re-examinations, and extensions based thereof, which have been or may be filed in the United States and any and all other countries and regions worldwide, and in and to any and all patents and registrations,

which have been or may be issued or registered in the United States and any and all other countries and regions worldwide based on any Assigned IP, including the right to enforce any and all Assigned IP for past infringement, including the right to sue for injunction, damages and otherwise, and to collect damages and fees for Assignee's own use and benefit, and for the use and benefit of its successors, assigns, and legal representatives, including the right to file any and all applications for patents and registrations in the United States and any and all other countries and regions worldwide in connection with any and all Assigned IP in the name of Assignee or its successor, assign or legal representative, and to secure patents and registrations issued thereon in the name of Assignee or its successor, assign or legal representative (collectively, the "Assigned Rights"). The Assigned Rights shall be held and enjoyed by Assignee and its successors and assigns.

Section 2. Power of Attorney. Assignor hereby constitutes and appoints Assignee, its successors and assigns the true and lawful attorney or attorneys of Assignor, with full power of substitution, for Assignor and in its name and stead, or otherwise, to demand and receive from time to time any and all Assigned Rights and to give receipts and releases for and in respect of the same and any part thereof, and from time to time to institute and prosecute in the name of Assignor or otherwise, but for the benefit of Assignee, its successors and assigns, any and all proceedings at law, in equity or otherwise, which Assignee, its successors or assigns, may deem proper in order to collect, assert and enforce any claim, right, title or interest of any kind or nature whatsoever in and to the Assigned Rights, and to defend and compromise any and all actions, suits and proceedings in respect of any of the Assigned Rights, and to do all acts and things in relation thereto as Assignee, its successors and assigns, shall deem appropriate. Assignor hereby declares that the appointment made and the powers hereby granted are coupled with an interest and are and shall be irrevocable by Assignor in any manner and for any reason.

Section 3. Representation and Warranty by Assignor. Assignor hereby represents and warrants to Assignee that: (i) Assignor has the full power and authority to execute and deliver this Agreement and to otherwise perform Assignor's obligations hereunder; (ii) this Agreement constitutes the valid and legally binding obligation of Assignor, enforceable in accordance with its terms and conditions; and (iii) Assignor has not executed or taken any action, and will not execute any agreement or take any action, in conflict herewith.

Section 4. Miscellaneous.

(a) This Agreement is freely assignable by Assignee and its successors and assigns. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

(b) No Party has been induced improperly to enter into this Agreement. No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by the Parties, which writing specifically references such as an amendment to this Agreement.

(c) This Agreement may be executed by a Party's signature transmitted by facsimile or electronic portable document format (.pdf), and copies of this Agreement so executed and delivered shall have the same force and effect as copies hereof

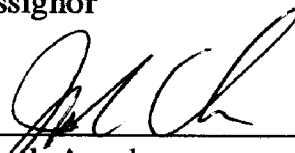
executed and delivered with original signatures. A Party executing and delivering this Agreement by facsimile or electronically shall promptly thereafter deliver a counterpart signature page of this Agreement containing said Party's original signature if requested by the other Party.

(d) This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute a single agreement.

[Remainder of page left intentionally blank; signature page follows.]

IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound thereby, have executed this Patent Assignment Agreement by their duly respective officers as of the date first written above.

"Assignor"



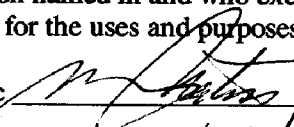
Joseph Anscher

State of New York
County of Nassau

)
) SS:
)

On this 18 day of December, 2007, before me personally appeared Joseph Anscher, to me known to be the person named in and who executed the above instrument, and acknowledged to me that he/she executed the same for the uses and purposes therein set forth.

{ seal }

Notary Public 
My commission expires: 2/28/2011

MARVIN NATISS
Notary Public, State of New York
No. 02NA8103415
Qualified in Nassau County
Commission Expires February 28, 2011

“Assignee”

DURAFLEX HONG KONG LTD.

By: 

Chan Kwai Shing Kenneth,
President

On this 10th day of January, 2008, before me personally appeared
Mr. Chan Kwai Shing Kenneth, to me known to be the person named in and who executed the above
instrument.

Notary Public 

Tak Ching Foo
Notary Public
Messrs. Liu, Chai & Chan
Hong Kong SAR

SCHEDULE A
TO
PATENT ASSIGNMENT AGREEMENT

UNITED STATES PATENTS

Utility Patents

6,393,672
6,393,677
6,408,494
6,446,314
6,725,506
6,796,007
6,931,695
7,020,939
7,024,734
7,100,252

Pending Utility Patent Applications

11/593,790

Design Patents

D447,088
D447,979
D458,870
D496,303
D519,878
D521,898
D533,808
D543,897

Pending Design Applications

29/273,330
29/273,331