# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	11/01/2005

# **CONVEYING PARTY DATA**

Name	Execution Date
Ward Fleming	03/28/2008

#### **RECEIVING PARTY DATA**

Name:	Fan Hats LLC	
Street Address:	175 Woodland Lane	
City:	Palenville	
State/Country:	NEW YORK	
Postal Code:	12463	

### PROPERTY NUMBERS Total: 3

Property Type	Number
Patent Number:	6357052
Patent Number:	5903926
Patent Number:	6256796

# **CORRESPONDENCE DATA**

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ATTORNEY DOCKET NUMBER:	FLEMING ASSIGNMENT2
NAME OF SUBMITTER:	Howard C. Miskin

Total Attachments: 3

PATENT REEL: 020723 FRAME: 0266

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> PATENT REEL: 020723 FRAME: 0267

### **CONFIRMATORY ASSIGNMENT**

This confirms an assignment,

WHEREAS, WARD FLEMING, citizen of the U.S.A., residing at 175 Woodland Lane, Palenville, NY, 12463, and elsewhere, hereinbelow called "Assignor," was the owner of certain inventions in

- 1) FAN NOVELTY HEAD GEAR, of which a patent was issued with the United States Patent and Trademark Office on March 19, 2002, with assigned Patent Number 6,357,052 B1;
- FAN NOVELTY DEVICE, of which a patent was issued with the United States 2) Patent and Trademark Office on May 18, 1999, with assigned Patent Number 5,903,926; and
- **NOVELTY CAP HAVING FAN-LIKE STRUCTURE**, of which a patent was 3) issued with the United States Patent and Trademark Office on July 10, 2001, with assigned Patent Number 6,256,796 B1;

WHEREAS, FAN HATS LLC, a limited liability company organized under the laws of New York and having its offices at 175 Woodland Lane, Palenville, New York 12463, hereinbelow called "Assignee," was desirous of securing the entire right, title and interest in and to the said Letters Patent, and in and to any divisions, continuations, improvements, reissues or extensions that may be made or granted thereon;

NOW, THEREFORE, BE IT KNOWN that as of November 1, 2005, for and in consideration of the sum of One Dollar (\$1.00) paid by the said Assignee, and other good and valuable consideration, the receipt of all of which is hereby acknowledged, the said Assignor, have sold, assigned, transferred and set over, and by these presents did sell, assign, transfer and set over unto the said Assignee, his heirs, successors and assigns, the entire right, title and interest throughout the world in and to the said inventions, and Letters Patents, when granted, and in and to any divisions, continuations, improvements, reissues or extensions that may be

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made or granted on any of them together with all claims for damages by reason of past infringement of said Letters Patents with the right to sue for, and collect, the same for its own use and behalf, and for the use and behalf of its successors, assigns or other legal representatives.

TO HAVE AND TO HOLD the same to the full end of the terms or terms for which said Letters Patents, as fully and completely as the same might be held by me had this sale and assignment not been made.

For the consideration aforesaid, Assignor agreed to and with the said Assignee, his heirs, successors and assigns, that whenever his counsel representative, or the counsel or representative of his heirs, successors or assigns, shall advise that an amendment to, or a division of, or any other proceeding or action in connection with said Letters Patents or inventions, including interference proceedings, is lawful and desirable, or that a reissue or continuation or extension of said Letters Patents is lawful and desirable, the Assignor will sign all papers and drawings, take all rightful oaths and affidavits, and do all acts necessary or required to be done for the procurement of valid Letters Patents for said invention, or for the reissue or continuation or extension of the same, and will do all acts necessary or required to secure to the said Assignee, its successors and assigns, the title to and full benefit of all rights hereby assigned, without charge to said Assignee or his heirs, successors or assigns, but at its or their expense:

AND the Commissioner of Patents is requested to issue the said Letters Patents, when granted, in accordance with the sale and assignment.

For the consideration aforesaid, the Assignor have sold, assigned, transferred and set over and by these presents did sell, assign, transfer and set over unto the said Assignee, his heirs, successors and assigns, or the nominees of any of them, the entire right, title and interest in and to any and all Letters Patents for said inventions which may be granted in countries foreign to the United States, and in and to any applications for letters Patent which may be filed for said invention in countries foreign to the United States and in and to the invention described in said applications; and Assignor hereby authorizes and empowers said Assignee and his heirs,

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successors, assigns or nominees, to apply for Letters Patents or other for of protection on said invention in his own name or in the name of his heirs, successors, assigns or nominees, in any or all countries where it may desire to file such application, and where said application may be filed by another than the inventor; and the Assignor hereby covenant and agree to sign all papers and drawings, take all rightful affidavits, and do all acts necessary or required to be done for the procurement and maintenance of Letters Patents or other form of protection for said invention in countries foreign to the United States, and for further investing or confirming the right and title thereto in the Assignee, his heirs, successors, assigns or nominees, but at its or their expense.

I declare further that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

By Ward Flomming

State of New York
County of New York

On March 28, 2008 before me, Greek Tsur Upp , personally appeared WARD FLEMMING, personally known to me – OR – proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

CLOSIA TOLETYP

Colory Public, State of New York

No. Catascreatia

Coolsad in New York County

T/6/2011

Signature of Notary Public

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