

**PATENT ASSIGNMENT**

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
C. J. Galbraith	06/12/2008
Kenneth Overk	05/20/2008
Chiu Y. Chan	06/04/2008
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Foamex L.P.
<b>Street Address:</b>	1000 Columbia Avenue
<b>City:</b>	Linwood
<b>State/Country:</b>	PENNSYLVANIA
<b>Postal Code:</b>	19061
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	12137625
<b>CORRESPONDENCE DATA</b>	
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<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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ATTORNEY DOCKET NUMBER:	00124-01204
NAME OF SUBMITTER:	Patricia Smink Rogowski

Total Attachments: 6  
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**PATENT**  
**REEL: 021084 FRAME: 0367**

**OP \$40.00 12137625**

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## ASSIGNMENT BY INVENTORS

**THIS ASSIGNMENT**, made by C. J. Galbraith; Kenneth Overk; and Chiu Y. Chan (hereinafter referred to as Assignors), residing at 228 Glen Riddle Road, Media, Pennsylvania 19063; 135 Voyager Drive, Deptford, New Jersey 08096; and 709 Ashford Road, Wilmington, Delaware 19803, respectively;

**WHEREAS**, Assignors have invented certain new and useful improvements in GUTTER PROTECTOR, set forth in a Patent application for Letters Patent of the United States, filed herewith (Attorney Docket 124-1204); and

**WHEREAS**, FOAMEX L.P., a Limited Partnership organized under and pursuant to the laws of Delaware having its principal place of business at 1000 Columbia Avenue, Linwood, Pennsylvania 19061 (hereinafter referred to as Assignee), is desirous of acquiring the entire right, title and interest in and to said inventions and said Application for Letters Patent of the United States, and in and to any Letters Patent of the United States to be obtained therefore and thereon.

**NOW, THEREFORE**, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, Assignors have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions and application for Letters Patent, and in and to any and all direct and indirect divisions, continuations and continuations-in-part of said application, and any and all Letters Patent in the United States and all foreign countries which may be granted therefore and thereon, and reissues, reexaminations and extensions of said Letters Patent, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by Assignee, for its own use and benefit and the use and benefit of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent may be granted and/or extended, as fully and entirely as the same would have been held and enjoyed by Assignors, had this sale and assignment not been made.

AND for the same consideration, Assignors hereby represent and warrant to Assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, except for any rights, titles and/or interests that have arisen to Assignee under law or that have already been transferred to Assignee, Assignors are the sole and lawful owners of the entire right, title and interest in and to the said inventions and application for Letters Patent above-mentioned, and that the same are unencumbered and that Assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, Assignors hereby covenant and agree to and with Assignee, its successors, legal representatives and assigns, that Assignors will 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 any Letters Patent and applications for Letters Patent for said inventions, without charge to Assignee, its successors, legal representatives and assigns, whenever counsel of Assignee, or counsel of its successors, legal representatives and assigns, shall advise: that any proceeding in connection with said inventions, or said Patent application for Letters Patent, or any proceeding in connection with any Letters Patent or applications for Letters Patent for said inventions in any country, including but not limited to interference proceedings, is lawful and desirable; or, that any division, continuation or continuation-in-part of any application for Letters Patent, or any reissue, reexamination or extension of any Letters Patent, to be obtained thereon, is lawful and desirable.

AND Assignors hereby request the Commissioner of Patent and Trademarks to issue said Letters Patent of the United States to Assignee, as Assignee of said inventions and the Letters Patent to be issued thereon, for the sole use and benefit of Assignee, its successors, legal representatives and assigns.

AND Assignors hereby grant the following individuals the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document:

CONNOLLY BOVE LODGE & HUTZ LLP

All practitioners at Customer Number 23416

AND Assignors acknowledge an obligation of assignment of this invention to Assignee at the time the invention was made.

C. J. Galbraith  
C. J. Galbraith

Date: June 12, 2008

United States of America }  
State of \_\_\_\_\_ } ss.:  
County of \_\_\_\_\_ }

On this 12 day of June, 2008, before me personally came C. J. Galbraith, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same.

Cathleen L. Stacy  
Notary Public COMMONWEALTH OF PENNSYLVANIA

Notarial Seal  
Cathleen L. Stacy, Notary Public  
Lower Chichester Twp., Delaware County  
My Commission Expires Dec. 28, 2008  
Member, Pennsylvania Association of Notaries

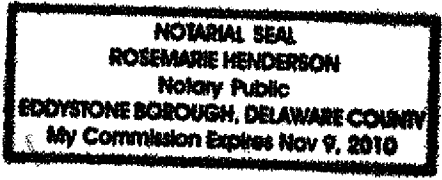
Kenneth Overk  
Kenneth Overk

Date: 5/20/08

United States of America )  
State of Pennsylvania ) ss.:  
County of Delaware )

On this 20 day of May, 2008, before me personally came Kenneth Overk, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same.

Rosemarie Henderson  
Notary Public



*Chiu Chan*

Chiu Y. Chan

Date: June 4, 2008

United States of America  
State of Pennsylvania ) ss.:  
County of Delaware )

On this 4<sup>th</sup> day of June, 2008, before me personally came Chiu Y. Chan, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same.

*Rosemarie Henderson*  
Notary Public

