

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Eric Fehlberg	09/17/2003
RECEIVING PARTY DATA	
Name:	LineWeight LLC
Street Address:	63 Flushing Avenue
Internal Address:	Brooklin Navy Yard - Unit 252
City:	Brooklyn
State/Country:	NEW YORK
Postal Code:	11205
PROPERTY NUMBERS Total: 3	
Property Type	Number
Application Number:	11934269
Application Number:	60864362
Patent Number:	7237270
CORRESPONDENCE DATA	
Fax Number:	(608)250-4874
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	608-250-4870
Email:	drjs@machinepatents.com
Correspondent Name:	David R.J. Stiennon
Address Line 1:	612 W. Main Street
Address Line 2:	Suite 201
Address Line 4:	Madison, WISCONSIN 53703
ATTORNEY DOCKET NUMBER:	CRYECAL-44
NAME OF SUBMITTER:	David R. J. Stiennon

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Total Attachments: 29


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Memorandum of Express Patent Assignment

The attached **Agreement of Conversion and Operating Agreement of Crye American LLC** (portions of which have been redacted) dated September 17, 2003, assigns the ownership of the inventions claimed in the following U.S. patent applications to LineWeight LLC, a subsidiary of Crye American LLC:

- 1) U. S. App. No. 10/887,342, filed July 8, 2004, entitled "Removable Garment Protective Assembly" (now U.S. Pat. No. 7,237,270, issued July 3, 2007);
- 2) U.S. App. No. 11/934,269, filed November 2, 2007, entitled "Vented Ballistic Combat Helmet".
- 3) U.S.App. No. 60/864,362, filed November 3, 2006, entitled "Vented Ballistic Combat Helmet".

Crye American LLC
LineWeight LLC


Caleb Clark Crye, Executive Director

9.5.08
Date

**AGREEMENT OF CONVERSION AND OPERATING AGREEMENT
OF
CRYE AMERICAN LLC**

AGREEMENT OF CONVERSION AND OPERATING AGREEMENT of CRYE AMERICAN LLC, dated as of September 17, 2003, among [REDACTED], Eric Fehlberg ("Fehlberg"), [REDACTED] and [REDACTED], together with [REDACTED], Fehlberg and [REDACTED] are sometimes referred to herein individually as "Member" and collectively, together with any additional members hereinafter admitted to the Company in accordance with this Agreement, as the "Members").

WITNESSETH:

WHEREAS, [REDACTED], Fehlberg, [REDACTED] and [REDACTED] are all of the partners of Crye Associates, a New York general partnership (the "Partnership") evidenced by the Business Certificate of Partners, as filed on May 2, 2000, with the Office of the New York County Clerk for the County of New York, as amended;

WHEREAS, the Members desire, pursuant to Section 1006 of the New York Limited Liability Company Law (as amended from time to time, the "New York Act"), to convert the Partnership to a limited liability company known as "Crye American LLC" (the "Company") and to continue as members of the Company;

~~WHEREAS, the Members intend that the transactions contemplated by the foregoing qualify as a tax-free transaction in accordance with Revenue Ruling 95-37, 1995-1 CB 130, and~~

~~WHEREAS, the undersigned desire to provide for the regulation and establishment of the affairs of the Company, the [REDACTED] of its business and the relations among them as Members of the Company.~~

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, do agree as follows:

ARTICLE I.

Definitions

1.1 Definitions. As used in this Agreement, the following terms shall have the meanings set forth below:

~~"[REDACTED]" means the person or persons who, directly or indirectly, exercise or control the management and policies of a person, whether through ownership, contract or otherwise.~~

Redacted

[REDACTED]

[REDACTED]

"Intellectual Property" means any or all of the following and all rights in, arising out of, or associated therewith: (i) all United States, international and foreign registered patents and applications therefor and all underlying patent rights, reissues, divisions, renewals, extensions, provisionals, continuations and continuations-in-part thereof; (ii) all inventions (whether patentable or not), ideas, processes, invention disclosures, improvements, trade secrets, proprietary information, know-how, technology, technical data, customer lists, proprietary processes and formulae, all source and object code, algorithms, architectures, structures, display screens, layouts, development tools and all documentation and media constituting, describing or relating to the above, including, without limitation, manuals, memoranda and records; (iii) all copyrights, copyrights registrations and applications therefor, copyrightable material including derivative works, revisions, transformations and adaptations, material that is subject to non-copyright disclosure protections, and all other rights corresponding thereto throughout the world; (iv) all trade names, logos, trade dress, common law trademarks and service marks, trademark and service mark registrations and applications therefor throughout the world; (v) domain names; (vi) web sites and related content; (vii) computer software; (viii) intellectual property rights acquired by license or agreement; (ix) all proprietary databases and data collections and all rights therein throughout the world; (x) client information and related client or user data; (xi) damages or benefit derived from any action arising out of or related to the foregoing, including laws controlling computer and Internet rights; (xii) all manuals, documentation and materials relating to the above; and (xiii) any equivalent rights to any of the foregoing anywhere in the world.

"Member" or "Members" means those persons whose names are set forth on Schedule A and any Person who or which hereafter became a member of the Company pursuant to the terms of this Agreement.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

"Subsidiary" or "Subsidiaries" means either or all of (i) Crye Associates LLC, a New York limited liability company of which the Company is the sole member and manager, (ii) LineWeight LLC, a New York limited liability company of which the Company is the sole member and manager and (iii) Crye Precision LLC, a New York limited liability company of which the Company is the sole member and manager, and any other entity in which the Company possesses directly or indirectly, the power to direct or cause the direction of the management and policies, whether through the ownership of voting securities, by contract or otherwise.

[REDACTED]

ARTICLE II.

Conversion

2.1 [REDACTED] shall have the right to convert the Partnership to a limited liability company pursuant to [REDACTED]

2.2 [REDACTED]

3. [REDACTED]

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[REDACTED]

[REDACTED]

(a) [REDACTED]

10.3 Ownership of Intellectual Property. (a) All Intellectual Property relating to the Business of the Company or any of its Subsidiaries shall be owned by the Company, including, but not limited to, all copyrightable, trademarkable or patentable Intellectual Property, generated or developed during the period that the Member owned a Membership Interest in the Company or was a partner in the Partnership or otherwise worked for or in connection with the Company, any Subsidiary, the Partnership, or the predecessors or affiliates of each such entity, shall be considered works made for hire under U.S. copyright law and that all such Intellectual Property shall, upon creation, be owned exclusively by the Company or such Subsidiary, as the case may be. To the extent that any such Intellectual Property, under applicable law, may not be considered works made for hire, the Member hereby assigns to the Company or such Subsidiary,

as the case may be, the ownership of the Intellectual Property without the necessity of any further consideration, and the Company or such Subsidiary, as the case may be, shall be entitled to register and hold in its own name all copyrights, trademarks or patents, as the case may be, in respect of such Intellectual Property.

(b) The Members further agree that so long as each Member owns a Membership Interest in the Company he or she will (i) assign to the Company in full any right he or she may acquire with respect to any Intellectual Property; (ii) perform upon the request of the Company any acts that may be necessary or desirable to transfer ownership of any Intellectual Property to the Company or to establish original ownership of any Intellectual Property on the part of the Company to the fullest extent possible; and (iii) promptly and fully disclose to the Company the development of any Intellectual Property, in any manner relating to the Business of the Company or any of its Subsidiaries, during the period that the Member was a partner in the Partnership or owned a Membership Interest in the Company or otherwise worked for or in connection with the Company, the Partnership, or the predecessors or affiliates of each such entity.

10.4 Breach of Certain Provision. (a) If a Member commits a breach, or threatens to commit a breach, of any of the provisions of Sections 10.1, 10.2 or 10.3, the Company, in addition to any other rights and remedies hereunder or under applicable law, shall have the right and remedy to (i) have the provisions of this Agreement specifically enforced by any court having equity jurisdiction including, without limitation, by obtaining an injunction against such breaching party restraining any further violations of this provision, it being acknowledged and agreed by such party that the services being rendered hereunder to the Company are of a special, unique and extraordinary character and that any such breach or threatened breach will cause irreparable injury to the Company and that money damages will not provide an adequate remedy to the Company and (ii) require such party to account for and pay over to the Company all compensation, profits, monies, accruals, increments or other benefits (collectively, "Benefits") derived or received by such party as the result of any transactions constituting a breach of any of the provisions of Sections 10.1, 10.2 or 10.3 and such party hereby agrees to account for and pay over such Benefits to the Company.

(b) Each of the rights and remedies enumerated in this Section 10.4 shall be independent of the other, and shall be severally enforceable, and such rights and remedies shall be in addition to, and not in lieu of, any other rights and remedies available to the Company under law or equity.

[REDACTED]

Redacted

distributions to members of the Board of Directors of the New York Fed, and

Redacted

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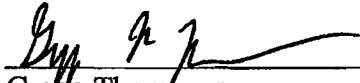
IN WITNESS WHEREOF, the undersigned have executed this Agreement as the Members of the Company on and as of the day and year first written above.




Caleb Crye



Eric Fehlberg



Gregg Thompson



Karen Chen

SCHEDULE A
Members

Name and Address

Membership Interest

[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]

Eric Fehlberg

[REDACTED]
[REDACTED]

[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]

SCHEDULE B
Duties and Responsibilities

Redacted