# **=OP \$40.00 1177**8

# PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

| SUBMISSION TYPE:      | NEW ASSIGNMENT |
|-----------------------|----------------|
| NATURE OF CONVEYANCE: | ASSIGNMENT     |

### **CONVEYING PARTY DATA**

| Name                  | Execution Date |
|-----------------------|----------------|
| Jeffrey P. Whittemore | 06/22/1999     |

### **RECEIVING PARTY DATA**

| Name:           | Zipwall LLC   |
|-----------------|---------------|
| Street Address: | 37 Broadway   |
| City:           | Arlington     |
| State/Country:  | MASSACHUSETTS |
| Postal Code:    | 02474         |

### PROPERTY NUMBERS Total: 1

| Property Type       | Number   |
|---------------------|----------|
| Application Number: | 11778907 |

## **CORRESPONDENCE DATA**

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ATTORNEY DOCKET NUMBER: ZIP-001CON8

NAME OF SUBMITTER: Anthony P. Onello, Jr.

Total Attachments: 2

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PATENT REEL: 021920 FRAME: 0477

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### ASSIGNMENT

I, Jeffrey P. Whittemore of 122 Jason Street, Arlington, Massachusetts having invented improvements in PARTITION MOUNT described in an application for Letters Patent of the United States, serial number 09/302,122 filed on April 29, 1999, for good and valuable consideration, receipt of which is hereby acknowledged from Zipwall LLC, a Limited Liability Company having a place of business at 20 Summer Street, Stamford, Connecticut, 06901(and hereinafter called the Assignee, which term shall include its successors and assigns), do hereby sell, assign and transfer unto the Assignee my entire right, title, and interest in and throughout the United States of America (including its territories and dependencies) and all countries foreign thereto, in and to and under said application (which term shall include hereinafter where the context so admits all divisional, continuing, reissue and other patent applications based thereon) and the inventions (which term shall include each and every such invention, or part thereof) therein described, and any and all patents and like rights of exclusion (including extensions thereof) of any country which may be granted on or for said inventions or on said application;

And for the same consideration I do also hereby sell, assign, and transfer unto the Assignee, all my rights under the International Convention for the Protection of Industrial Property, the Patent Cooperation Treaty, and all other treaties of like purpose in respect of said inventions and said application, and I do hereby authorize the Assignee to apply in my name or its own name or its designee for patents and like rights of exclusion on or for said inventions in all countries, claiming (if the Assignee so desires) the priority of the filing date of said application under the provisions of said Convention, Treaty or any such other Convention or Treaty;

And for the same consideration, I do hereby agree for myself and for my heirs, executors, and administrators, promptly upon request of the Assignee to execute and deliver without further compensation any power of attorney, assignment, original, divisional, continuing, reissue or other application or applications for patent or patents or like rights of exclusion of any country, or other lawful documents and any further assurances that may be deemed necessary or desirable by the Assignee, fully to secure to it said right, title, and interest as aforesaid in and to said inventions, applications, and said several patents and like rights of exclusion (including extensions thereof) or any of them, all, however, at the expense of the Assignee, its successors, or assigns;

And I do hereby authorize and request the Commissioner of Patents and Trademarks of the United States of America and the corresponding Official of each country foreign thereto to issue to the Assignee, any and all patents and like rights of exclusion which may be granted in any country upon said United States application on or for said inventions;

And I do hereby covenant for myself and my legal representatives and agree with the Assignee, that I have granted no right or license to make, use, or sell said inventions to anyone except the Assignee, that prior to the execution of this deed our right, title, and interest in and to said inventions has not been otherwise encumbered by me, and that I have not executed and will not execute any instruments in conflict herewith.

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> PATENT REEL: 021920 FRAME: 0478

| IN WITNESS WHEREOF, I hereunto set my hand and seal this 22rday of1999.  |
|--|
| County of Middlesex )  Jeffrey P. Whittemore   |
| Before me this 22 day of1999, personally appeared Jeffrey P. Whittemore, who is to me personally known, and acknowledged the foregoing instrument to be his free act and deed. |
| Notary Public  ROLAND E. HARVEY MY COMMISSION EXPIRES FEBRUARY 8, 2002   |

DOCKET NO. WWFO-001CN LAPPIN & KUSMER LLP Two Hundred State Street Boston, Massachusetts 02109 (617) 330-1300

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