PATENT ASSIGNMENT

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SUBMISSION TYPE:		NEW ASSIGNMENT					
NATURE OF CONVEYANCE:		ASSIGNMENT					
CONVEYING PARTY DATA							
	Execution Date						
Name Ronald D. Wise			04/03/2009				
RECEIVING PARTY DATA							
Name:	Wise Industries, In	s, Inc.					
Street Address:	635 Old Hickory B	Old Hickory Blvd.					
City:	Old Hickory						
State/Country:	TENNESSEE	EE					
Postal Code:	37138						
PROPERTY NUMBERS Total: 2							
Property Type		Number					
Patent Number: 50076		70					
Patent Number: 5806		70 09					
CORRESPONDENCE DATA							
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ATTORNEY DOCKET NUMBER:		WISE PATENT ASSIGN (HS)					
NAME OF SUBMITTER:		Hayley M. Smith					
Total Attachments: 3 source=Wise Patent Title Update Assignment#page1.tif source=Wise Patent Title Update Assignment#page2.tif source=Wise Patent Title Update Assignment#page3.tif							

PATENT ASSIGNMENT

This PATENT ASSIGNMENT ("Assignment") is made effective as of April 3, 2009, between Ronald D. Wise, an individual residing in Tennessee ("Assignor") in favor of Wise Industries, Inc., a Tennessee corporation ("Assignee").

WHEREAS, Assignor is the sole and exclusive owner of all right, title and interest in and to the patents and patent applications identified and set forth on <u>Schedule A</u> attached hereto (the "*Patents*"); and

WHEREAS, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, all worldwide right, title and interest in and to the Patents.

NOW, THEREFORE, for the amount of \$1.00 (One Dollar) and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Assignor and Assignee agree:

- 1. Assignor hereby irrevocably sells, conveys, assigns, transfers, delivers and sets over to Assignee, free and clear of any and all liens and encumbrances, the entire right, title and interest in, to and under the Patents, including, without limitation, the inventions and improvements described and claimed therein, all reissues, divisions, continuations, extensions and continuations-in-part thereof, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all rights to collect income, royalties, damages, products, proceeds and payments with respect to any of the foregoing, including all claims against third parties for past, present or future infringement or misappropriation thereof or other conflicts therewith, and all rights to sue and recover for past, present or future infringement or misappropriation of or other conflicts with any of the foregoing, and all rights to recover damages or lost profits in connection therewith, and all rights corresponding thereto throughout the world.
- 2. Assignor hereby requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries or multinational authorities, to record Assignee as the assignee and owner of the Patents and to deliver to Assignee, and to Assignee's attorneys, agents, successors or assigns, all official documents and communications as may be warranted by this Assignment.
- 3. Assignor shall provide Assignee, its successors and assigns, or their legal representatives such information and assistance as Assignee may reasonably request (including, without limitation, execution and delivery of any affidavits, declarations, oaths or other documents as may reasonably be required) in connection with: (1) the prosecution or defense of any infringement or other proceedings that may arise in connection with any of the Patents including, but not limited to, testifying as to any facts relating to the Patents that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States, foreign countries and

multinational authorities; and (3) otherwise effectuating and implementing this Assignment.

- 4. This Assignment shall be governed by and construed in accordance with the laws of the State of Tennessee.
- 5. This Assignment may be signed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned has executed this Assignment as of the date first above written.

RONALD D. WISE

Imme: RONADD.WISE By:

Schedule A

Title	Jurisdiction	Status	Patent No.	Grant Date/ Filing Date
Removable and adjustable fittable vehicle bed liner assembly	U.S.	Granted	5007670	4/16/1991 10/31/1989
Removable bed liner; for covering a cargo area of a vehicle pickup truck	U.S.	Granted	5806909	9/15/1998 4/29/1996