

## PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT										
NATURE OF CONVEYANCE:	ASSIGNMENT										
CONVEYING PARTY DATA											
<table border="1"><thead><tr><th>Name</th><th>Execution Date</th></tr></thead><tbody><tr><td>Daniel John Clare</td><td>05/19/2009</td></tr><tr><td>Michael Lloyd Geoffrey Dudley</td><td>05/19/2009</td></tr><tr><td>Gina Marie Goss</td><td>05/11/2009</td></tr><tr><td>Kathryn Anne Morris</td><td>05/11/2009</td></tr></tbody></table>		Name	Execution Date	Daniel John Clare	05/19/2009	Michael Lloyd Geoffrey Dudley	05/19/2009	Gina Marie Goss	05/11/2009	Kathryn Anne Morris	05/11/2009
Name	Execution Date										
Daniel John Clare	05/19/2009										
Michael Lloyd Geoffrey Dudley	05/19/2009										
Gina Marie Goss	05/11/2009										
Kathryn Anne Morris	05/11/2009										
RECEIVING PARTY DATA											
Name:	New Era Cap Co., Inc.										
Street Address:	160 Delaware Avenue										
City:	Buffalo										
State/Country:	NEW YORK										
Postal Code:	14202-2404										
PROPERTY NUMBERS Total: 1											
<table border="1"><thead><tr><th>Property Type</th><th>Number</th></tr></thead><tbody><tr><td>Application Number:</td><td>29314470</td></tr></tbody></table>		Property Type	Number	Application Number:	29314470						
Property Type	Number										
Application Number:	29314470										
CORRESPONDENCE DATA											
Fax Number:	(716)852-6100										
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>											
Phone:	(716) 847-8400										
Email:	spiatkowski@phillipslytle.com										
Correspondent Name:	Phillips Lytle LLP										
Address Line 1:	Intellectual Property Group										
Address Line 2:	3400 HSBC Center										
Address Line 4:	Buffalo, NEW YORK 14203										
ATTORNEY DOCKET NUMBER:	13636.177										
NAME OF SUBMITTER:	Sharon A. Piatkowski										

OP \$40.00 29314470

500880625

PATENT  
REEL: 022797 FRAME: 0678

**Total Attachments: 12**

source=29-314470Assignment#page1.tif

source=29-314470Assignment#page2.tif

source=29-314470Assignment#page3.tif

source=29-314470Assignment#page4.tif

source=29-314470Assignment#page5.tif

source=29-314470Assignment#page6.tif

source=29-314470Assignment#page7.tif

source=29-314470Assignment#page8.tif

source=29-314470Assignment#page9.tif

source=29-314470Assignment#page10.tif

source=29-314470Assignment#page11.tif

source=29-314470Assignment#page12.tif

## **ASSIGNMENT**

WHEREAS, WE, DANIEL JOHN CLARE, of 9 The Rowans, Silsoe, Bedfordshire, United Kingdom MK45 4DG, MICHAEL LLOYD GEOFFREY DUDLEY, of High Hedges, 69 New Road, Weston Turville, Aylesbury Bucks, United Kingdom HP22 5QT, GINA MARIE GOSS, of 1360 Whitehaven Road, Grand Island, New York 14072, and KATHRYN ANNE MORRIS, of 536 Potomac Avenue, Buffalo, New York 14222, have invented certain new and useful improvements in a CAP COVER, for which we filed an application for a design patent in the United States on April 3, 2009 that has been assigned U.S. Design Patent Application No. 29/314,470 (the "Application"); and

WHEREAS, NEW ERA CAP CO., INC. ("NEW ERA"), a New York corporation, of 160 Delaware Avenue, Buffalo, New York 14202-2404, is desirous of acquiring all right, title and interest in and to the subject invention and the Application and any and all applications and patents claiming priority or issuing therefrom.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration to us in hand paid, the receipt and sufficiency of which is hereby acknowledged, we do hereby assign, sell, transfer, convey and set over to NEW ERA, free and clear of all liens, encumbrances and other restrictions or obligations, all of our right, title and interest in and to (i) the Application, (ii) all inventions and designs described in the Application and all patent applications relating thereto which have been or shall be filed in the United States, its territorial possessions and/or any foreign countries, (iii) all applications claiming the benefit of the filing date or claiming priority, directly or indirectly, from any of the foregoing, including without limitation any and all non-provisional applications, divisional applications, continuation applications, continuation-in-part applications, reissue applications, reexaminations, and corresponding international, regional, national and other foreign applications, (iv) all rights, including without limitation all priority rights, under any international conventions, unions, agreements, acts and treaties, (v) all patents issuing or reissuing, directly or indirectly, from any of the foregoing, and (vi) all claims for damages or injunctive relief by reason of infringement of any of the foregoing, with the right to sue for past and future infringement and to collect damages for the same for NEW ERA's own use and benefit and for the use and benefit of NEW ERA's successors, assigns and other legal representatives (all of the foregoing hereafter referred to collectively as the "Subject Property").

AND, WE do hereby authorize and request that any patents issued from any of the foregoing patent applications be issued to NEW ERA, as the assignee of the entire right, title and interest thereto.


AND, WE do hereby agree to execute, upon request of NEW ERA and at NEW ERA's expense, any and all documents that NEW ERA deems necessary or convenient to vest or record title in and to any of the Subject Property in NEW ERA, and to provide such other material, information or assistance related to the Subject Property as NEW ERA may deem necessary or convenient.

AND, WE do further understand, confirm and acknowledge that in executing this document, we are transferring our entire interest in and to the Subject Property to NEW ERA, and that the attorney(s) appointed in the Application also represent NEW ERA and any co-inventor(s) identified in the Application. We consent to such multiple representation for the purpose of prosecuting any of the foregoing patent applications, and do hereby authorize the attorney(s) to take all future instructions from NEW ERA. We are unaware of any potential interest that we may have that differs from, or is adverse to, that of NEW ERA with respect to the prosecution of the foregoing patent applications, and we further acknowledge that, prior to executing this document, we did not seek or obtain any legal advice from NEW ERA's attorney(s) with respect to this Assignment and that we have been informed of our right to seek independent counsel of our own choosing and at our own personal expense.

IN WITNESS WHEREOF, WE have executed this Assignment as of May 1, 2009.

**[The remainder of this page is intentionally left blank]**  
**[Signature pages follow]**

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal this  
19<sup>th</sup> day of MAY, 2009.

  
Daniel J. Clare L.S.

Witnesses:

Signature: A.T.W. Swaffield  
Name: ANTHONY T. W. SWAFFIELD (BRAND PROTECTION DIRECTOR)  
Address: NEW ERA CAP COMPANY LTD,  
43 WESTCOTT VENTURE PARK, WESTCOTT,  
AYLESBURY, UK HP18 0XB.

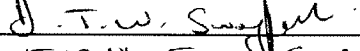
W/A 18 ROSEDALE CLOSE LONGCOTTON, NOTTS UK NG10 3JF.

Signature: Michael P.S. Ball  
Name: Michael P.S. BALL  
Address: 26 Northfield Road  
Princes Risborough  
Bucks HP27 0HY

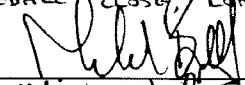
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal this  
19<sup>th</sup> day of MAY, 2009.

 L.S.  
Michael L. G. Dudley

Witnesses:

Signature:   
Name: ANTHONY T. W. SWAFFIELD (BRAND PROTECTION DIRECTOR)  
Address: NEW ERA CAP COMPANY LTD  
H3 WESTCOTT VENTURE PARK, WESTCOTT  
AYLESBURY UK OX18 0XB

(H/A 18, ROSEDALE CLOSE, LONG EATON, NOTTS UK NG10 3JF.)

Signature:   
Name: MICHAEL P. S. BALL  
Address: 26 Northfield Road  
Pinxes Risborough  
Bucks HP27 0HY

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal this  
\_\_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
Gina M. Goss L.S.

Witnesses:

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal this  
\_\_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
Kathryn A. Morris L.S.

Witnesses:

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Doc # 01-2290835.1



## ASSIGNMENT

WHEREAS, WE, DANIEL JOHN CLARE, of 9 The Rowans, Silsoe, Bedfordshire, United Kingdom MK45 4DG, MICHAEL LLOYD GEOFFREY DUDLEY, of High Hedges, 69 New Road, Weston Turville, Aylesbury Bucks, United Kingdom HP22 5QT, GINA MARIE GOSS, of 1360 Whitehaven Road, Grand Island, New York 14072, and KATHRYN ANNE MORRIS, of 536 Potomac Avenue, Buffalo, New York 14222, have invented certain new and useful improvements in a CAP COVER, for which we filed an application for a design patent in the United States on April 3, 2009 that has been assigned U.S. Design Patent Application No. 29/314,470 (the "Application"); and

WHEREAS, NEW ERA CAP CO., INC. ("NEW ERA"), a New York corporation, of 160 Delaware Avenue, Buffalo, New York 14202-2404, is desirous of acquiring all right, title and interest in and to the subject invention and the Application and any and all applications and patents claiming priority or issuing therefrom.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration to us in hand paid, the receipt and sufficiency of which is hereby acknowledged, we do hereby assign, sell, transfer, convey and set over to NEW ERA, free and clear of all liens, encumbrances and other restrictions or obligations, all of our right, title and interest in and to (i) the Application, (ii) all inventions and designs described in the Application and all patent applications relating thereto which have been or shall be filed in the United States, its territorial possessions and/or any foreign countries, (iii) all applications claiming the benefit of the filing date or claiming priority, directly or indirectly, from any of the foregoing, including without limitation any and all non-provisional applications, divisional applications, continuation applications, continuation-in-part applications, reissue applications, reexaminations, and corresponding international, regional, national and other foreign applications, (iv) all rights, including without limitation all priority rights, under any international conventions, unions, agreements, acts and treaties, (v) all patents issuing or reissuing, directly or indirectly, from any of the foregoing, and (vi) all claims for damages or injunctive relief by reason of infringement of any of the foregoing, with the right to sue for past and future infringement and to collect damages for the same for NEW ERA's

own use and benefit and for the use and benefit of NEW ERA's successors, assigns and other legal representatives (all of the foregoing hereafter referred to collectively as the "Subject Property").

AND, WE do hereby authorize and request that any patents issued from any of the foregoing patent applications be issued to NEW ERA, as the assignee of the entire right, title and interest thereto.

AND, WE do hereby agree to execute, upon request of NEW ERA and at NEW ERA's expense, any and all documents that NEW ERA deems necessary or convenient to vest or record title in and to any of the Subject Property in NEW ERA, and to provide such other material, information or assistance related to the Subject Property as NEW ERA may deem necessary or convenient.

AND, WE do further understand, confirm and acknowledge that in executing this document, we are transferring our entire interest in and to the Subject Property to NEW ERA, and that the attorney(s) appointed in the Application also represent NEW ERA and any co-inventor(s) identified in the Application. We consent to such multiple representation for the purpose of prosecuting any of the foregoing patent applications, and do hereby authorize the attorney(s) to take all future instructions from NEW ERA. We are unaware of any potential interest that we may have that differs from, or is adverse to, that of NEW ERA with respect to the prosecution of the foregoing patent applications, and we further acknowledge that, prior to executing this document, we did not seek or obtain any legal advice from NEW ERA's attorney(s) with respect to this Assignment and that we have been informed of our right to seek independent counsel of our own choosing and at our own personal expense.

IN WITNESS WHEREOF, WE have executed this Assignment as of May 1, 2009.

**[The remainder of this page is intentionally left blank]  
[Signature pages follow]**

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal this  
\_\_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
Daniel J. Clare L.S.

Witnesses:

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal this  
\_\_\_\_\_ day of \_\_\_\_\_, 2009.

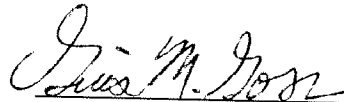
\_\_\_\_\_  
Michael L. G. Dudley L.S.

Witnesses:

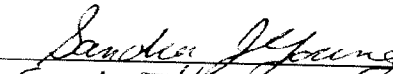
Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

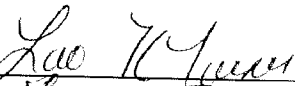
Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal this  
11 day of May, 2009.

  
Gina M. Goss L.S.

Witnesses:

Signature:   
Name: Sandra J. Young  
Address: 160 Delaware Avenue  
Buffalo, NY 14202

Signature:   
Name: Lorie K. Turner  
Address: 160 Delaware Ave  
Buffalo NY 14202

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal this  
11<sup>th</sup> day of May, 2009.

Kathryn A. Morris L.S.  
Kathryn A. Morris

Witnesses:

Signature: Sandra J. Young  
Name: Sandra J. Young  
Address: 160 Delaware Avenue  
Buffalo, NY 14202

Signature: Lorrie K. Turner  
Name: Lorrie K. Turner  
Address: 160 Delaware Ave  
Buffalo NY 14202

Doc # 01-2290835.1