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12-31-09



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To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies)**

MARSHALL P. BANK

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

**3. Nature of conveyance/Execution Date(s):**

Execution Date(s) 12/22/2009

- ☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Joint Research Agreement  
☐ Government Interest Assignment  
☐ Executive Order 9424, Confirmatory License  
☐ Other

**2. Name and address of receiving party(ies)**

Name: BUYER'S DIRECT, INC.

Internal Address: PO BOX 8206

WILSON, NC 27893-1206

Street Address: 5001 PEBBLE BEACH CIRCLE NORTH

City: WILSON

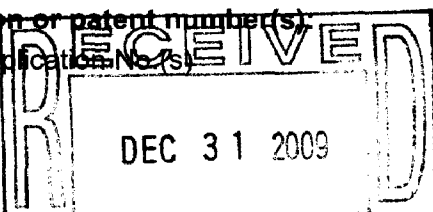
State: NORTH CAROLINA

Country: USA Zip 27896

Additional name(s) & address(es) attached? ☐ Yes ☒ No

**4. Application or patent number(s):**

A. Patent Application No. (s)



This document is being filed together with a new application.

B. Patent No. (s)

US D598,183 S

Additional numbers attached? ☐ Yes ☒ No

**5. Name and address to whom correspondence concerning document should be mailed:**

Name: BUYER'S DIRECT, INC.

Internal Address: PO BOX 8206

WILSON, NC 27893-1206

Street Address: 5001 PEBBLE BEACH CIRCLE NORTH

City: WILSON

State: NORTH CAROLINA Zip 27893-1206

Phone Number:

Fax Number:

Email Address:

**6. Total number of applications and patents involved: 01**

**7. Total fee (37 CFR 1.21(h) & 3.41) \$40.00**

- ☐ Authorized to be charged to deposit account  
☒ Enclosed  
☐ None required (government interest not affecting title)

**8. Payment Information**

Deposit Account Number

Authorized User Name 12/31/2009 DAYANE 0000000000 D598183  
01 FC:8821

**9. Signature:**

*Marshall P. Bank*  
Signature

MARSHALL P. BANK

Name of Person Signing

12-22-09  
Date

Total number of pages including cover sheet, attachments, and documents:

2

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, V.A. 22313-1450

## Patent Assignment

MARSHALL P. BANK, referred to as INVENTOR, and BUYER'S DIRECT, INC., referred to as PURCHASER, in consideration of \$40.00 \_\_\_\_\_  
(\_\_FORTY\_\_\_\_\_ &00/100 dollars) agree:

INVENTOR assigns to PURCHASER, and their heirs and assigns, all rights related to U.S. Patent Serial No. US D598,183 S \_\_\_\_\_, for an invention described as \_\_\_\_\_ SLIPPER \_\_\_\_\_, including rights to apply for a patent or to practice the invention worldwide.

INVENTOR warrants that the title to the patent is free and clear and that INVENTOR is not aware of any adverse claims thereto and shall defend the patent at its expense.

### 1. Notices.

Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given to the appropriate party by personal delivery or a recognized over night delivery service such as FedEx.

If to Purchaser: BUYER'S DIRECT, INC, PO Box 8206, Wilson, NC 27893-1206.

If to Inventor: MARSHALL P. BANK, 5001 PEBBLE BEACH CIRCLE NORTH, WILSON, NC 27896.

### 2. No Waiver.

The waiver or failure of either party to exercise in any respect any right provided in this agreement shall not be deemed a waiver of any other right or remedy to which the party may be entitled.

### 3. Entirety of Agreement.

The terms and conditions set forth herein constitute the entire agreement between the parties and supersede any communications or previous agreements with respect to the subject matter of this Agreement. There are no written or oral understandings directly or indirectly related to this Agreement that are not set forth herein. No change can be made to this Agreement other than in writing and signed by both parties.

### 4. Governing Law.

This Agreement shall be construed and enforced according to the laws of the State of NORTH CAROLINA \_\_\_\_\_ and any dispute under this Agreement must be brought in this venue and no other.

### 5. Headings in this Agreement

The headings in this Agreement are for convenience only, confirm no rights or obligations in either party, and do not alter any terms of this Agreement.

6. Severability.

If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

In Witness whereof, the parties have executed this Agreement as of the date first written above.

Martín P. Bail  
Inventor

Buyer's Direct, Inc.  
Purchaser

12.22.09  
Date

Yinger H. Bank  
Witness