

## PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Daniel Lee BIZZELL	01/22/2010
RECEIVING PARTY DATA	
Name:	WESTPOINT HOME, INC.
Street Address:	28 E. 28th Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10016
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	29343570
CORRESPONDENCE DATA	
Fax Number:	(877)248-5100
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	8772485100
Email:	uspto@ti-law.com
Correspondent Name:	TILLMAN WRIGHT, PLLC
Address Line 1:	P.O. Box 49309
Address Line 4:	Charlotte, NORTH CAROLINA 28277
ATTORNEY DOCKET NUMBER:	1114.004
NAME OF SUBMITTER:	Peter J. Mattei
Total Attachments: 4 source=doc20100122175612#page1.tif source=doc20100122175612#page2.tif source=doc20100122175612#page3.tif source=doc20100122175612#page4.tif	

OP \$40.00 29343570

501073588

PATENT  
REEL: 023835 FRAME: 0427

## ASSIGNMENT OF INVENTION RIGHTS

WHEREAS,

Daniel Lee BIZZELL  
P.O. Box 2409  
Davidson, NC 28036

(each hereinafter an "Assignor") has or may have invented certain new and useful improvements and/or designs (each hereinafter an "Invention"), for a full description of which reference is here made to the following one or more patent properties:

Patent or Application Number: ~~29/373,570~~ 29/343,570  
Titled: "CASE"  
With the following Inventors: Daniel Lee BIZZELL  
Filed on: September 15, 2009,

  
DLB

(hereinafter "Patent Properties") either filed, or to be filed and for which Assignor hereby authorizes and requests Assignee to complete any blanks specifying the patent or application number and filing date (but Assignee's failure to do so shall have no bearing whatsoever upon the validity or legal effect of this Assignment);

WHEREAS,

WESTPOINT HOME, INC.  
28 E. 28<sup>th</sup> Street  
New York, NY 10016

(hereinafter "Assignee") is desirous of acquiring all rights, title, and interests in, to, and under the Invention and the Patent Properties, and in, to, and under any and all patents that have been or may be obtained for the Invention, together with all rights corresponding thereto;

NOW, THEREFORE, to all whom it may concern, be it known that, for and in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor has agreed to quitclaim, sell, assign, transfer and convey, and by these presents does hereby quitclaim, sell, assign, transfer and convey, unto Assignee, *ab initio*, any and all right, title, and interest in, to and under:

- ☐ The Inventions;
- ☐ Any and all applications for patent for the Inventions that may be or have been filed in any and all countries, including the Patent Properties;
- ☐ Any and all patents that may be or have been obtained for the Inventions in any and all countries;
- ☐ Any reissue, reexamination, extension, renewal, substitution, conversion, confirmation, division, continuation, nonprovisional, provisional, continuation-in-part and the like of any of the foregoing;
- ☐ Any application claiming priority to any of the foregoing; and

□ Any past or present right or cause of action arising with respect to any of the foregoing, including the right to sue for patent infringement, (hereinafter collectively "Invention Rights").

FURTHERMORE,

Assignor hereby covenants and agrees, and binds any and all heirs, administrators, legal representatives, nominees, and assigns, to assist and cooperate with Assignee, at Assignee's expense, in the preparation and prosecution of any application included within the Invention Rights and in the prosecution or defense of any interference, opposition, or other proceeding that may arise in connection with any application or patent included within the Invention Rights and, further, to execute and deliver to Assignee any and all additional petitions, oaths, assignments, or other papers or instruments that may be requested by Assignee in connection herewith.

Assignor hereby authorizes and empowers Assignee to invoke and claim for any application or patent included within the Invention Rights the benefit of any rights to which Assignor might be entitled under international law or under the laws of any particular country, and to invoke and claim such rights without further written or oral authorization from Assignor.

Assignor hereby consents and agrees that a copy of this Assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file, or like document that may be required in any particular country for any purpose and, more particularly, in proof of the right of Assignee to claim the aforesaid benefit of the right of priority and the right to file for patent.

Assignor covenants and agrees that this Assignment and all the terms thereof shall inure to the benefit of the successors, assigns, legal representatives, and nominees of Assignee, without further written or oral authorization from Assignor.

Assignor further hereby represents and warrants that Assignor is an original inventor of the Invention; and Assignor has reviewed and understood the contents of the Patent Properties.

Finally, Assignor hereby authorizes and requests the Director of the United States Patent & Trademark Office to issue any patent included within the Invention Rights to Assignee.

[Signature Pages Follow]

This the 22 day of JAN, 2010.

Assignor  (Signature)

Daniel Lee BIZZELL (Printed Name)

  
Witness #1 Signature

Kalpana Patel  
Witness #1 Name (print)

2400 Old Skine Rd.  
Witness #1 Address Line 1

Charlotte, NC 28269  
Witness #1 Address Line 2

  
Witness #2 Signature

Ryan Gorman  
Witness #2 Name (print)

2424 Early Flight Dr.  
Witness #2 Address Line 1

Charlotte, NC 28262  
Witness #2 Address Line 2

NOTARY CERTIFICATE FOR ACKNOWLEDGEMENT

State of North Carolina

County of Mecklenburg

United States of America

On this 22 day of January, 2010,

I certify that the following person personally appeared before me and acknowledged to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated:

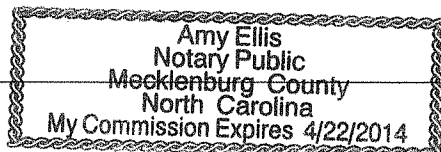
Daniel Bizzell (person appearing before notary)

Notary Signature: 

Printed Name: Amy Ellis

My Commission Expires: 4/22/14

(Notary Seal)



ACCEPTANCE BY ASSIGNEE

Assignee hereby accepts the assignment of the Invention Rights as set forth above.

This the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
WESTPOINT HOME, INC. (Assignee)

By: \_\_\_\_\_ (Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Representative Title)

\_\_\_\_\_  
Witness #1 Signature

\_\_\_\_\_  
Witness #2 Signature

\_\_\_\_\_  
Witness #1 Name (print)

\_\_\_\_\_  
Witness #2 Name (print)

\_\_\_\_\_  
Witness #1 Address Line 1

\_\_\_\_\_  
Witness #2 Address Line 1

\_\_\_\_\_  
Witness #1 Address Line 2

\_\_\_\_\_  
Witness #2 Address Line 2

NOTARY CERTIFICATE FOR ACKNOWLEDGEMENT

State of \_\_\_\_\_)

County of \_\_\_\_\_)

United States of America

On this \_\_\_\_\_ day of \_\_\_\_\_,

I certify that the following person personally appeared before me and acknowledged to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated:

\_\_\_\_\_  
(person appearing before notary)

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

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

My Commission Expires: \_\_\_\_\_

(Notary Seal)