

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
US Supply Company	03/13/2008
RECEIVING PARTY DATA	
Name:	Augusta Coating & Manufacturing LLC
Street Address:	1048 Superior Way
City:	Thomson
State/Country:	GEORGIA
Postal Code:	30824
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	5954385
Patent Number:	5791720
CORRESPONDENCE DATA	
Fax Number:	(919)854-1401
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	9198541400
Email:	jpaoli@myersbigel.com
Correspondent Name:	Myers Bigel Sibley & Sajovec
Address Line 1:	P.O. Box 37428
Address Line 4:	Raleigh, NORTH CAROLINA 27627
ATTORNEY DOCKET NUMBER:	5606-1 AND 5606-1A
NAME OF SUBMITTER:	James R. Cannon

Total Attachments: 4
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PATENT ASSIGNMENT AND ASSUMPTION AGREEMENT

This Patent Assignment and Assumption Agreement (this "Agreement") is made and entered into on March 13, 2008, by and between US Supply Company, a North Carolina corporation ("Assignor"), and Augusta Coating & Manufacturing, LLC, a North Carolina limited liability company ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of March 13, 2008 (the "Purchase Agreement"), pursuant to which Assignee will purchase substantially all of the assets of Assignor; and

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to assign certain rights and agreements to Assignee, and Assignee has agreed to assume certain obligations of Assignor, as set forth herein, and this Agreement is contemplated by the Purchase Agreement;

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants contained herein, and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. Capitalized Terms. Capitalized terms used but not defined herein shall have the meaning for such terms that are set forth in the Purchase Agreement.
2. Patent Assignment. Assignor hereby conveys, assigns and transfers to Assignee all of Assignor's entire right, title, privileges, and interest in and to (i) United States Patent Number 5,954,385 issued September 21, 1999 for a Holding Device for Windshield Assembly; (ii) United States Patent Number 5,791,720 issued August 11, 1998 for a Holding Device for Windshield Assembly; (iii) United States Patent Application Serial No. 12/045,747 filed March 11, 2008 for a Hinged Windshield Assembly and Method for Manufacturing Same; and (iv) United States Patent Application Serial No. 12/045,756 filed March 11, 2008 for a Retaining Clip for Hinged Windshield Assembly and Method for Manufacturing Same (collectively, the "Patents") together with all goodwill appurtenant thereto, all rights to the invention(s) disclosed in the Patents and its claims, all of Assignor's know-how concerning the Patents, all registration(s) or application(s) for the Patents, all common law rights thereto, whether such registration(s) or application(s) are made to the United States Patent and Trademark Office or any state, country, government, or foreign authority (the "Patent Assignment"). Included without limitation within the Patent Assignment are, and Assignor hereby further expressly conveys, assigns and transfers, all of Assignor's rights under any claim and causes of action relating to the Patents, including, without limitation, all rights to sue third parties for past infringement and to recover and hold all damages, profits, royalties, and other compensation arising from such third party's unlawful acts.
3. Terms of the Purchase Agreement. The terms of the Purchase Agreement, including but not limited to Assignor's representations, warranties, covenants, agreements and indemnities, are incorporated herein by this reference. Assignor acknowledges and agrees that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full

extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. Other Actions. Assignor, at the request of Assignee or its counsel, and at no additional charge, shall execute, acknowledge and deliver any and all papers, transfers, or other documents or instruments that Assignee may determine necessary, in its reasonable discretion, to memorialize, to record, to document or otherwise to carry out the intent of this Patent Assignment; provided, however, this Patent Assignment shall be effective regardless of whether any such additional documents are executed. Assignor hereby irrevocably appoints Assignee and its duly authorized officers and agents as Assignor's agent and attorney-in-fact, which appointment is coupled with an interest, for and on Assignor's behalf, if Assignee is unable for any reason to secure Assignor's signature, to assign any and all ownership interest(s) and right(s) in the Patents to Assignee, to execute and to file any instruments or documents, and to do all other lawfully permitted acts to further the intent of this Patent Assignment, with the same legal force and effect as if executed by Assignor. Further, Assignor shall cooperate with Assignee or its counsel, but at Assignee's reasonable expense (other than expenses associated with the time of Assignor's employees), by providing truthful testimony, affidavit(s), statement(s), and assistance relating to the Patents and to any efforts to apply for, register, obtain, explain, record, police, defend, affirm, enhance, expand, divide, nationalize, confirm, renew, or maintain any right(s) in the Patents. Assignor shall further do and perform all acts that Assignee may determine necessary, in its reasonable discretion, to carry out the intent of this Patent Assignment and to enforce Assignee's rights in the Patents against third parties.

5. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina (except any choice of law provision of North Carolina will not apply if the law of a statute or jurisdiction other than North Carolina would apply thereby).

[remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

US SUPPLY COMPANY

By: Wayne Wallace
Wayne Wallace, President

AUGUSTA COATING & MANUFACTURING,
LLC

By: BLUE RIDGE CAPITAL HOLDINGS, LLC
Its Member/Manager

By: Blue Ridge Capital Holdings Manager, LLC,
Its Manager

By: _____
Russell R. Myers, Its Manager

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D
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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

US SUPPLY COMPANY

By: _____
Wayne Wallace, President

AUGUSTA COATING & MANUFACTURING,
LLC

By: BLUE RIDGE CAPITAL HOLDINGS, LLC
Its Member/Manager

By: Blue Ridge Capital Holdings Manager, LLC,
Its Manager

By: _____
Russell R. Myers, Its Manager