## PATENT ASSIGNMENT

# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
Fire Rated Product Specialties Corp., formerly known as Cubicles Plus, Inc.	12/23/2009

#### **RECEIVING PARTY DATA**

Name:	E.Z. Barrier, Inc.		
Street Address:	13220 Birchwood Lane		
City:	Burnsville		
State/Country:	MINNESOTA		
Postal Code:	55337		

### PROPERTY NUMBERS Total: 4

Property Type	Number		
Application Number:	10199565		
Application Number:	10988794		
Patent Number:	7208677		
Patent Number:	7193152		

### **CORRESPONDENCE DATA**

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NAME OF SUBMITTER: Glenn M. Seager

PATENT

REEL: 024523 FRAME: 0609

CH \$160.00 10199

Total Attachments: 4 source=Assignment-Patents#page1.tif source=Assignment-Patents#page2.tif source=Assignment-Patents#page3.tif source=Assignment-Patents#page4.tif

### **ASSIGNMENT OF PATENT RIGHTS**

WHEREAS, Fire Rated Product Specialties Corp., a Minnesota corporation, formerly known as Cubicles Plus, Inc., having its principal place of business at 901 North 3<sup>rd</sup> Street, Suite 130, Minneapolis, Minnesota 55401 (hereinafter "Cubicles Plus"), is the owner of all of the right, title and interest in the patents and patent applications set forth in Schedule A (hereinafter "Patent Rights"); and

WHEREAS, E.Z. Barrier, Inc., a Minnesota corporation having its principal place of business at 13220 Birchwood Lane, Burnsville, Minnesota 55337 (hereinafter "E.Z. Barrier"), desires to acquire the entire right, title and interest of Cubicles Plus in such Patent Rights and the underlying inventions throughout the world, and any and all Letters Patent of the United States and all other countries throughout the world which have been or may be granted therefore;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Cubicles Plus hereby sells, assigns, transfers and sets over to E.Z. Barrier all of its right, title and interest in and to the Patent Rights and underlying inventions throughout the world; any and all Letters Patent of the United States and foreign countries which have been or may be granted therefore; any and all divisions, continuations, continuations-in-part, substitutes, renewals, extensions, and reissues thereof; and all claims for damages arising out of or relating to past or continuing infringement thereof, the same to be held and enjoyed by E.Z. Barrier for its own use and benefit, and for the use and benefit of its successors, assigns, or other legal representatives, to the end of the term or terms for which said Letters Patent of the United States or foreign countries are, have been, or may be granted or reissued, as fully and entirely as the same would have been held and enjoyed by Cubicles Plus if this assignment and sale had not been made.

Cubicles Plus hereby authorizes and requests the United States Commissioner of Patents and Trademarks and any foreign patent commissioners to issue any and all Letters Patent of the United States and foreign countries resulting from the Patent Rights and any and all divisions, continuations, continuations-in-part, and reissues thereof, to E.Z. Barrier, as assignee of Cubicles Plus' entire interest, and hereby covenants that Cubicles Plus has the full right to

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convey the entire interest herein assigned, and that Cubicles Plus has not executed and will not execute any agreement in conflict herewith.

Cubicles Plus shall, upon request, execute and deliver any and all papers that may be necessary or desirable to perfect the title of said inventions and to such Patent Rights as have been or may be granted therefor, to E.Z. Barrier, its successors, assigns, or other legal representatives at no cost to E.Z. Barrier. If E.Z. Barrier shall desire to file any divisional, continuation, or continuation-in-part applications or to secure a reissue of a Letters Patent under such Patent Rights, or to file a disclaimer relating thereto, then Cubicles Plus will, upon request, sign all papers, make all rightful oaths and do all lawful acts requisite for the filing of such divisional, continuation, or continuation-in-part application, or such application for reissue and the procuring thereof, and for the filing of such disclaimer, without further compensation but at the expense of E.Z. Barrier, or its assignee, successor, or other legal representative.

Cubicles Plus shall, at any time upon request, communicate to E.Z. Barrier, its successors, assigns, or other legal representatives, such facts relating to said inventions and Patent Rights or the file history thereof as may be known to Cubicles Plus, and testify as to the same in any interference or other litigation when requested to do so, but at the expense of and with reasonable compensation from E.Z. Barrier, its assigns, successors, or other legal representatives.

Fire Rated Product Specialties Corp.

EXECUTED THIS <u>23</u> day of December, 2009.

	F/K/A Cubicles Plus, Ing. (Assignor)		
	Name: DIKELAS MINTZ		
State of Minnesota ) SS:	Its: CEO		
County of Hennepin )			
On this day of December, 2009 known to me to be the	f Fire Rated Product Specialties Corp. f/k/a Cubicles		
Plus, Inc., and known to me to be the perso and, being duly sworn, acknowledged that h	n described and who signed the annexed assignment, are executed the same of his free will on behalf of Fire		
Rated Product Specialties Corp. f/k/a Cubic	es Plus, Inc.		

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Notary Public

EXECUTED THIS and day of December, 2009.

Notary Public-Minnesota

E.Z. Barrier, Inc. (Assignee) Name: Happy Moselle Its: President State of Minnesota ) SS: County of Hennepin On this day of December, 2009, personally before me came Happy Moselle, known to me to be the President of E.Z. Barrier, Inc., and known to me to be the person described and who signed the annexed assignment, and, being duly sworn, acknowledged that he executed the same of his free will on behalf of E.Z. Barrier, Inc. Notary Public CYNTHIA L. GARCIA-LECLERC

### SCHEDULE A

# Patent Rights

Country	Application No.	Filing Date	Inventor(s)	Patent No.	Issue Date
"Fire Resist	ant Barrier"				
U.S.	10/199,565	July 19, 2002	Happy Moselle		
U.S.	10/988,794	Nov. 15, 2004	Happy Moselle		
U.S.	11/142,568	June 1, 2005	Happy Moselle	7,208,677	Apr. 24, 2007
U.S.	11/380,740 (continuation)	Apr. 28, 2006	Happy Moselle	7,193,152	Mar. 20, 2007

#### B. Others

All related foreign and domestic patents, patent applications, divisionals, continuations, continuations-in-part, reissues, re-examinations, certificates of invention, renewals, substitutes, extensions, and the like that may issue from or which derive priority from any of the foregoing applications or patents.

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**RECORDED: 06/11/2010** 

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