

# PATENT ASSIGNMENT

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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
Seastone, L.C.	02/19/2009
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Berwick Offray
<b>Street Address:</b>	2015 West Front Street
<b>City:</b>	Berwick
<b>State/Country:</b>	PENNSYLVANIA
<b>Postal Code:</b>	18603
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	7163152
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(973)297-3765
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Phone:</b>	9738485368
<b>Email:</b>	schokshi@mccarter.com
<b>Correspondent Name:</b>	Sanjiv M. Chokshi c/o McCarter & English
<b>Address Line 1:</b>	100 Mulberry Street
<b>Address Line 2:</b>	Gateway Center Four
<b>Address Line 4:</b>	Newark, NEW JERSEY 07102
<b>ATTORNEY DOCKET NUMBER:</b>	18094-00010 AJE
<b>NAME OF SUBMITTER:</b>	Sanjiv M. Chokshi
<b>Total Attachments: 4</b> source=152assignment_001#page1.tif source=152assignment_001#page2.tif source=152assignment_001#page3.tif source=152assignment_001#page4.tif	

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**PATENT**

**501398353**

**REEL: 025592 FRAME: 0374**

## **PATENT ASSIGNMENT**

THIS PATENT ASSIGNMENT (the "Assignment") is made and entered into this \_\_\_th day of February, 2009 by Seastone, L.C., a Utah limited liability company ("Assignor") in favor of Berwick Offray LLC, a Pennsylvania limited liability company ("Assignee"),

### **WITNESSETH:**

WHEREAS, Assignor is the sole and exclusive owner of all right, title and interest in and to the patents and patent applications identified in Schedule A (hereinafter, the "Assigned Patents"); and

WHEREAS, Assignor and Assignee are parties to an Asset Purchase Agreement dated February \_\_, 2009 (the "Asset Purchase Agreement"), pursuant to which Assignor agrees to assign to Assignee its title, rights and interest in and to the Assigned Patents;

WHEREAS, Assignor and Assignee wish to document by formal assignment to Assignee of Assignor's title, interest and rights in and to the Assigned Patents;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Assignor and Assignee hereby agree as follows:

1. Assignor does hereby assign and transfer to Assignee, its successors and assigns, the entire right, title and interest in and to the Assigned Patents and to the inventions disclosed therein, including (i) all divisions, continuations, reissues, re-examinations and extensions of the Assigned Patents; (ii) all know-how, trade secrets, discoveries, concepts, ideas, technologies, whether patentable or not, including processes, methods, formulas and techniques related to the foregoing, any and all written, unpatented technical information developed or acquired before the date hereof related to the Assigned Patents; (iii) any and all copyrights, copyright registrations and copyrightable subject matter owned or controlled by Assignor related to the Assigned Patents; (iv) any trademarks related to the Assigned Patents; and (v) all causes of action relating to enforcement of any of the Assigned Patents, including with respect to activities which precede the date of this assignment;

2. Consistent with and subject to the terms of the Asset Purchase Agreement, Assignor shall cooperate with Assignee in any action Assignee reasonably requests that Assignor take in order to effectuate, carry out, or fulfill the parties' intent and/or Assignor's obligations hereunder, including, without limitation, the execution of any instruments and papers that are necessary or desirable, in Assignee's reasonable discretion, to consolidate, confirm, vest and/or record Assignee's full and complete ownership of the Assigned Patents with, for example, any inventor, or with the U.S. Patent and Trademark Office or any equivalent foreign offices.

3. Assignor hereby authorizes the U.S. Patent and Trademark Office or any equivalent foreign office to make available to Assignee all records regarding the Assigned Patents, and the Commissioner of Patents and Trademarks is hereby authorized and requested to issue all patents and/or applications resulting from the Assigned Patents to Assignee;

4. This Assignment shall inure to the benefit of Assignee and its successors and assigns and shall be binding upon Assignor and its successors and assigns;


5. This Assignment and all questions relating to its validity, interpretation, performance and enforcement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without regard to its provisions concerning conflict of laws. If any provision of this Assignment shall be deemed invalid or unenforceable by any court of competent jurisdiction, then such portion shall be deemed severed, and the remainder thereof shall be enforceable in accordance with its terms; and

6. This Assignment, together with, and subject to the terms of, the Asset Purchase Agreement, contains the entire undertaking of Assignor with respect to the subject matter hereof, and merges and supersedes all prior and contemporaneous discussions, agreements and understandings of Assignor relating to the subject matter hereof.

IN WITNESS WHEREOF, Assignor has duly executed this Assignment as of the date first above-written.

SEASTONE, L.C.

Date: February 19, 2009

By:   
Name: Warren R. Osborn  
Title: Manager

ACKNOWLEDGMENT OF PATENT ASSIGNMENT

STATE OF Utah  
COUNTY OF Utah

:  
: ss.  
:

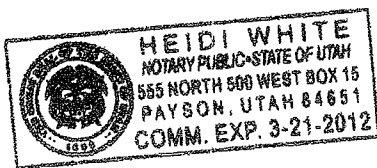
Warren R. Osborn, being duly sworn, says that he is the Manager of SEASTONE, L.C., a Utah limited liability company, and acknowledges that he did sign said PATENT ASSIGNMENT instrument on behalf of SEASTONE, L.C., pursuant to due authority.

Sworn to and subscribed  
before me this 19 day  
of February, 2009.

  
Notary Public

My commission expires: 3-21-2012

(SEAL)



**SCHEDULE A to Patent Assignment of February \_\_, 2009**

***Patents***

Patent or Application No.	Date	Title & Inventor(s)
US Patent No. 7,163,152 (App 11/015,326)	Application: December 15, 2004 Issued: January 16, 2007	Protective Container for Readable Cards (Osborn and Dunford)
US Patent No. 7,299,920 (App 10/757,136)	Application: January 14, 2004 Issued: November 27, 2007	Protective Case for Information Storage Disc (Osborn and Dunford)
US Patent No. D557053 (App 29/225,486)	Application: March 16, 2005 Issued: December 11, 2007	Case for CD or DVD (Osborn and Dunford)
US Patent No. D572588 (App 29/245,879)	Application: December 29, 2005 Issued: July 8, 2008	Polymeric Plastic Insert for a Gift Card Container (Osborn and Dunford)

***Pending Applications***

Patent or Application No.	Date	Title & Inventor(s)
App. No. 11/082,019	Application: March 16, 2005	Ultra-Thin, Two-Piece, Slide-Together Case for a CD, DVD or Other Thin Laminar Item (Osborn and Dunford)
App. No. 11/927,441	Application: October 29, 2007	Decorative Miniature Sled Gift Card Holder (Child et al)
App. No. 11/933,324	Application: October 31, 2007	Liquid-Filled Suspended-Particle-Scene Gift Card Holder (Child et al)
App. No. 12/052,734	Application: March 21, 2008	Covered Tin Having a Light-Activated Sound Chip Positioned Beneath a Liner Shaped to Hold a Gift Card (Osborn and Child)