

## PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT										
NATURE OF CONVEYANCE:	ASSIGNMENT										
CONVEYING PARTY DATA											
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>Gary F. Prokop</td> <td>01/24/2002</td> </tr> <tr> <td>Steve Remy</td> <td>02/20/2002</td> </tr> </tbody> </table>		Name	Execution Date	Gary F. Prokop	01/24/2002	Steve Remy	02/20/2002				
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<table border="1"> <tr> <td>Name:</td> <td>Herbst LaZar Bell, Inc.</td> </tr> <tr> <td>Street Address:</td> <td>355 N. Canal Street</td> </tr> <tr> <td>City:</td> <td>Chicago</td> </tr> <tr> <td>State/Country:</td> <td>ILLINOIS</td> </tr> <tr> <td>Postal Code:</td> <td>60606</td> </tr> </table>		Name:	Herbst LaZar Bell, Inc.	Street Address:	355 N. Canal Street	City:	Chicago	State/Country:	ILLINOIS	Postal Code:	60606
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CORRESPONDENCE DATA											
<p>Fax Number: (301)762-4056          Phone: 3014243640          Email: mail@usiplaw.com  <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i></p> <p>Correspondent Name: Edell Shapiro &amp; Finnan LLC          Address Line 1: 1901 Research Blvd          Address Line 2: Suite 400          Address Line 4: Rockville, MARYLAND 20850</p>											
ATTORNEY DOCKET NUMBER:	0100.0018C4										
NAME OF SUBMITTER:	Thomas W. Lynch										
Total Attachments: 3 source=ExecutedAssignmentA#page1.tif source=ExecutedAssignmentA#page2.tif source=ExecutedAssignmentA#page3.tif											

OP \$40.00 13277196

Attorney Docket No: GRAY017/01US

PATENT

**ASSIGNMENT  
(Joint)**

Dean BAVETTA; Paul KAY; Brian E. LE GETTE; Gary F. PROKOP; and Steve REMY, residing at Philadelphia, Mississippi; Libertyville, Illinois; 720 S. Montford Avenue, Baltimore, Maryland 21224; 830 Pick Street, Wheaton, Illinois 60187; and 2144 N. Lincoln Park West 17C, Chicago, Illinois; respectively, (each referred to as "Assignor") have made an invention(s) (the "Invention(s)") set forth in an application for patent of the United States, entitled EAR PROTECTION DEVICE, and which is a:

- (1) ☐ provisional application
  - (a) ☐ to be filed herewith; or
  - (b) ☐ bearing Application No. , and filed on ; or
- (2) ☒ non-provisional application
  - (a) ☐ to be filed herewith; or
  - (b) ☒ bearing Application No. 10/024,523, and filed on December 21, 2001.

**WHEREAS**, Herbst LaZar Bell, Inc., a corporation duly organized under and pursuant to the laws of Illinois, and having its principal place of business at 355 N. Canal Street, Chicago, Illinois 60606 (the "Assignee"), is desirous of acquiring the entire right, title, and interest in: the Invention(s); the application for patent identified in paragraph (1) or (2); the right to file applications for patent of the United States or other countries on the Invention(s); any application(s) for patent of the United States or other countries claiming priority to these application(s); and any patent(s) of the United States or other countries that may be granted therefor or thereon.

**NOW, THEREFORE**, for good and sufficient consideration, the receipt of which is hereby acknowledged, and to the extent that the Assignor has not done so already via a prior agreement with the Assignee, or if the Assignor has already done so via a prior agreement with the Assignee then in confirmation of any obligation to do so in said prior agreement, the Assignor has sold, assigned, transferred, and set over, and by these presents does sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns, the Assignor's entire right, title, and interest in:

- (a) the Invention(s);
- (b) the application for patent identified in paragraph (1) or (2);
- (c) the right to file applications for patent of the United States or other countries on the Invention(s), including all rights under the Paris Convention for the Protection of Industrial Property and under the Patent Cooperation Treaty;
- (d) any application(s) for patent of the United States or other countries claiming the Invention(s);
- (e) any application(s) for patent of the United States or other countries claiming priority to the application for patent identified in paragraph (1) or (2) or any application(s) for patent claiming the Invention(s), including any division(s), continuation(s), and continuation(s)-in-part; and

(f) any patent(s) of the United States or other countries that may be granted for or on any application for patent identified in the preceding paragraphs (b) – (e), including any reissue(s) and extension(s) of said patent(s).

The above-granted rights, titles, and interests are to be held and enjoyed by the Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, as fully and entirely as the same would have been held and enjoyed by the Assignor had this sale and assignment not been made.

The Assignor hereby represents to the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, or if applicable, at such time said prior agreement was executed, the Assignor is a lawful owner of an undivided interest in the entire right, title, and interest in and to the Invention(s), that the Invention(s) are unencumbered, except, if applicable, by obligation to assign in accordance with said prior agreement, and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner set forth herein.

The Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns, that the Assignor will sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done in connection with any and all proceedings for the procurement, maintenance, enforcement and defense of the Invention(s), said applications, and said patents, including interference proceedings, without charge to the Assignee, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns.

The Assignor hereby authorizes and requests the attorneys of COOLEY GODWARD L.L.P. to insert in the spaces provided above the filing date, the application number, and the attorney docket number of the application identified in paragraph (1) or (2) when known.

The Assignor hereby requests the Commissioner of Patents to issue said patents of the United States to the Assignee for the sole use and behalf of the Assignee, its successors, legal representatives, and assigns.

Date: 1.24.02

By: Gary F. Prokop  
Gary F. PROKOP

State of ILLINOIS

SS.

County of COOK

On 1/24/02, before me, GARY F. PROKOP, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Paula G. Hight  
Signature of Notary Public



Place Notary Seal Above

Date: 2/20/02By: Steve Remy  
Steve REMYState of ILLINOIS

SS.

County of COOK

On 2/20/02, before me, STEVE REMY, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Paula G. Hight  
Signature of Notary Public

Place Notary Seal Above