

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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>Dean Bavetta</td> <td>02/11/2002</td> </tr> <tr> <td>Paul Kay</td> <td>02/13/2002</td> </tr> </tbody> </table>		Name	Execution Date	Dean Bavetta	02/11/2002	Paul Kay	02/13/2002				
Name	Execution Date										
Dean Bavetta	02/11/2002										
Paul Kay	02/13/2002										
RECEIVING PARTY DATA											
<table border="1"> <tr> <td>Name:</td> <td>Wells Lamont Corporation</td> </tr> <tr> <td>Street Address:</td> <td>6640 Touhy Avenue</td> </tr> <tr> <td>City:</td> <td>Niles</td> </tr> <tr> <td>State/Country:</td> <td>ILLINOIS</td> </tr> <tr> <td>Postal Code:</td> <td>60714</td> </tr> </table>		Name:	Wells Lamont Corporation	Street Address:	6640 Touhy Avenue	City:	Niles	State/Country:	ILLINOIS	Postal Code:	60714
Name:	Wells Lamont Corporation										
Street Address:	6640 Touhy Avenue										
City:	Niles										
State/Country:	ILLINOIS										
Postal Code:	60714										
PROPERTY NUMBERS Total: 1											
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Application Number:</td> <td>13277196</td> </tr> </tbody> </table>		Property Type	Number	Application Number:	13277196						
Property Type	Number										
Application Number:	13277196										
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 & 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=ExecutedAssignmentC#page1.tif source=ExecutedAssignmentC#page2.tif source=ExecutedAssignmentC#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, Wells Lamont Corporation, a corporation duly organized under and pursuant to the laws of Delaware, and having its principal place of business at 6640 Touhy Avenue, Niles, Illinois 60714 (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.

WHEREAS, Gray Matter Holdings, LLC ("Gray Matter"), and the Assignee have entered into an agreement wherein, among other things, the Assignee agreed to and thereby did assign and transfer to Gray Matter the provisional patent application U.S. Serial No. 60/259,114 (the "Provisional Application").

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 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: 11 FEB 2002

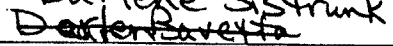
By: 

Dean BAVETTA

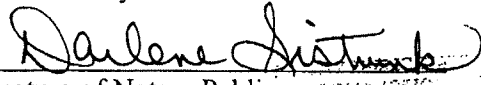
State of ms

ss.

County of Neshoba

On 02.11.02, before me, , personally appeared Dean BAVETTA, 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.


Signature of Notary Public

Place Notary Seal Above

Date: 02/30/02By: Paul Kay

Paul KAY

State of Illinois

SS.

County of Cook

On February 13, 2002, before me, Paul O. Kay, 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.

Darion Lichner

Signature of Notary Public

OFFICIAL SEAL

DARION LICHNER

NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES: 04/21/04

Place Notary Seal Above

020602/1439