

## PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Frank Vogel, LLC	05/13/2013
RECEIVING PARTY DATA	
Name:	Nite Ize, Inc.
Street Address:	5660 Central Avenue
City:	Boulder
State/Country:	COLORADO
Postal Code:	80301
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13485894
CORRESPONDENCE DATA	
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ATTORNEY DOCKET NUMBER:	024338.0221PTUS
NAME OF SUBMITTER:	Robert P. Ziemian
Signature:	/Robert P. Ziemian/
Date:	06/19/2013
Total Attachments: 2 source=Vogel_Assignment_to_Nite_Ize#page1.tif source=Vogel_Assignment_to_Nite_Ize#page2.tif	

OP \$40.00 13485894

**THIS ASSIGNMENT**, made this \_\_\_<sup>th</sup> day of December, 2012, by Frank Vogel, LLC (hereinafter referred to as "**Assignor**"), a Colorado limited liability company located at 3044 Valmont Road, Boulder, Colorado 80301;

**WHEREAS**, Assignor has invented certain new and useful improvements in mobile accessory technology, set forth in United States Patent Application No. 13/485,894, filed May 31, 2012 (the "**Patent**");

**WHEREAS**, Nite Ize, Inc., a Colorado corporation organized under and pursuant to the laws of United States of America having its principal place of business at 5660 Central Avenue, Boulder, Colorado, 80301 (hereinafter referred to as "**Assignee**"), is desirous of acquiring the entire right, title and interest in and to said Patent, and any continuation, divisional, provisional, renewal, substitute, reissue or re-examination thereof in the United States and its territories and possessions and corresponding world-wide foreign patent rights, in all foreign countries, including any foreign patents and all rights to claim priority.

**NOW, THEREFORE**, for good and sufficient consideration, the receipt of which is hereby acknowledged, Assignor has sold, assigned, transferred and set over, and by these presents does sell, assign, transfer and set over, unto Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned Patent, any and all direct and indirect divisions, continuations and continuations-in-part of said application, and any and all Letters Patent in the United States and all foreign countries which may be granted therefor and thereon, and reissues, reexaminations and extensions of said Letters Patent, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by Assignee, for its own use and benefit and the use and benefit of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent may be granted and/or extended, as fully and entirely as the same would have been held and enjoyed by Assignor, had this sale and assignment not been made.

**AND** for the same consideration, Assignor hereby represents and warrants to Assignee its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, except for any rights, titles and/or interests that have arisen to Assignee under law or that have already been transferred to Assignee, Assignor is the sole and lawful owner of the entire right, title and interest in and to the said Patent, and that the same is unencumbered and that Assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth.

**AND** for the same consideration, Assignor hereby covenants and agrees to and with Assignee, its successors, legal representatives and assigns, that Assignor will sign all papers and documents, take all lawful oaths and do all acts necessary or required to be done for the procurement, maintenance,

enforcement and defense of any Patent and any applications for Letters Patent for said inventions, without charge to Assignee, its successors, legal representatives and assigns, whenever counsel of Assignee, or counsel of its successors, legal representatives and assigns, shall advise: that any proceeding in connection with said inventions, said Patents, or said utility application for Letters Patent, or any proceeding in connection with any Patent, Letters Patent or applications for Letters Patent for said inventions in any country, including but not limited to interference proceedings, is lawful and desirable; or, that any division, continuation or continuation-in-part of any application for Letters Patent, or any reissue, reexamination or extension of any Letters Patent, to be obtained thereon, is lawful and desirable.

**AND** Assignor hereby requests the Commissioner of Patent and Trademarks to issue said United States Patent of the United States to Assignee, as Assignee of said inventions, Patent and any Letters Patent to be issued thereon, for the sole use and benefit of Assignee, its successors, legal representatives and assigns.

**AND** Assignor hereby grants the following individuals the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document:

PATTON BOGGS LLP, All practitioners at Customer Number 32042

**AND** Assignor acknowledges an obligation of assignment of this invention to Assignee at the time the invention was made.

Date: 5-13-13 Signature: \_\_\_\_\_

