

## PATENT ASSIGNMENT

Electronic Version v1.1

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| SUBMISSION TYPE:   | NEW ASSIGNMENT                 |
| NATURE OF CONVEYANCE:  | ASSIGNMENT                     |
| CONVEYING PARTY DATA   |                                |
| Name   | Execution Date                 |
| Christopher T. Padgett   | 06/27/2013                     |
| Sheila M. Eads   | 06/27/2013                     |
| RECEIVING PARTY DATA   |                                |
| Name:  | ERB Industries                 |
| Street Address:  | 1 Safety Way                   |
| City:  | Woodstock                      |
| State/Country:   | GEORGIA                        |
| Postal Code:   | 30188                          |
| PROPERTY NUMBERS Total: 1  |                                |
| Property Type  | Number                         |
| Application Number:  | 29459346                       |
| CORRESPONDENCE DATA  |                                |
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| <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> |                                |
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| ATTORNEY DOCKET NUMBER:  | 505-0002DES3                   |
| NAME OF SUBMITTER:   | Joseph M. Butscher             |
| Signature:   | /Joseph M. Butscher/           |
| Date:  | 06/28/2013                     |
| Total Attachments: 2   |                                |
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OP \$40.00 29459346

### ASSIGNMENT

I/We, Christopher T. Padgett, who reside at 690 Parker Road, Jasper, Georgia 40143, and Sheila M. Eads, who reside at 128 Highlands Drive, Woodstock, Georgia 30188, have made certain inventions or discoveries (or both) set forth in an application for Design Patent of the United States of America entitled:

### **HAT INSERT**

which application was executed by the inventor on the date of execution of this assignment, and **ERB Industries**, having an address at 1 Safety Way, Woodstock, Georgia 30188, and which, together with its successors and assigns is hereinafter called "Assignee," is desirous of acquiring the title, rights, benefits and privileges hereinafter recited, and of confirming the same or any part thereof heretofore acquired by Assignee.

Now, therefore, for valuable consideration furnished by Assignee to me/us, receipt and sufficiency of which I/we hereby acknowledge, I/we hereby, without reservation:

1. Assign and convey to and confirm in Assignee the entire right, title and interest in and to said inventions and discoveries, said application for Design Patent of the United States of America, any and all other applications for Design Patent on said inventions and discoveries in whatsoever countries, including all divisional, renewal, substitute, continuation and Convention applications based in whole or in part upon said inventions or discoveries or upon said applications, and any and all Design Patent and reissues and extensions of Design Patent granted for said inventions and discoveries or upon said applications, and every priority right that is or may be predicated upon or arise from said inventions, said discoveries, said applications and said Design Patent;
2. Authorize Assignee to file patent applications in any or all countries on any or all of said inventions and discoveries in my/our name(s) or in the name of Assignee or otherwise as Assignee may deem advisable, under the International Convention or otherwise;
3. Authorize and request the Commissioner of Patents of the United States of America and the empowered officials of all other governments to issue or transfer all said Design Patent to Assignee, as assignee of the entire right, title and interest therein or otherwise as Assignee may direct;
4. Warrant that I/we have not knowingly conveyed to others any right in said inventions, discoveries, applications or patents or any license to use the same or to make, use or sell anything embodying or utilizing any of said inventions or discoveries; and that I/we have good right to assign the same to Assignee without encumbrance;
5. Bind my/our heirs and legal representatives, as well as myself/ourselves, to do, upon Assignee's request and at its expense, but without additional consideration to me/us or them, all acts reasonably serving to assure that the said inventions and discoveries, the said

patent applications and the said Design Patent shall be held and enjoyed by Assignee as fully and entirely as the same could have been held and enjoyed by me/us or my/our heirs or representatives if this assignment had not been made; and particularly to execute and deliver to Assignee all lawful application documents including petitions, specifications, and oaths, and all assignments, disclaimers, and lawful affidavits in form and substance as may be requested by Assignee; to communicate to Assignee all facts known to me/us relating to said inventions and discoveries or the history thereof; and to furnish Assignee with any and all documents, photographs, models, samples and other physical exhibits in my/our control or in the control of my/our heirs or legal representatives and which may be useful for establishing the facts of my conceptions, disclosures, and reduction to practice of said inventions and discoveries.

The effective date of this instrument is the latest date accompanying signature(s), herein below.

In testimony whereof I/we have affixed my/our signature(s).

Aaron Flayd 6/27/13 Christopher T. Padgett 6/27/13  
 (Witness) (Date) CHRISTOPHER T. PADGETT (Date)

Aaron Flayd 6/27/13 Sheila M. Eads 6/27/13  
 (Witness) (Date) SHEILA M. EADS (Date)