

03/14/2014



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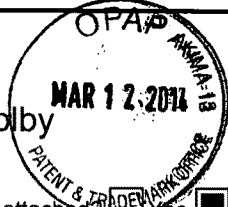
HEET

PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

Eugene Kliot and Dennis Holby



Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: Visual Impact Films Corp.

Internal Address: _____

Street Address: 353 Lexington Avenue

Suite 1205

City: New York

State: NY

Country: USA Zip: 10016

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) 2/6/14 + 2/7/14

- Assignment Merger
- Security Agreement Change of Name
- Joint Research Agreement
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other _____

4. Application or patent number(s):

A. Patent Application No.(s)

29/478,108

This document serves as an Oath/Declaration (37 CFR 1.63).

B. Patent No.(s)

Additional numbers attached? Yes No

5. Name and address to whom correspondence concerning document should be mailed:

Name: James A. Quinton

Internal Address: _____

Street Address: 425 Park Avenue

City: New York

State: NY Zip: 10022

Phone Number: 212.223.1005

Docket Number: 232-53

Email Address: jquinton@prodigy.net

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40

- Authorized to be charged to deposit account
- Enclosed
- None required (government interest not affecting title)

8. Payment Information

Deposit Account Number 03/14/2014 INSHUYE50-456403 504564 29478103

Authorized User Name 01 FC:8021 40.00 PA James A. Quinton

9. Signature:

James A. Quinton
Signature

3/10/14
Date

James A. Quinton

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

2

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

ASSIGNMENT

In consideration of One (\$1.00) Dollar and other good and valuable consideration, the receipt of which is hereby acknowledged, **EUGENE KLIOT and DENNIS HOLBY**, the undersigned,

hereby sell, assign and transfer to Visual Impact Films Corp., a New York corporation having a place of business at 353 Lexington Avenue, Suite 1205, NY, NY 10016, its successors, assigns and legal representatives, the entire right, title and interest for the United States, in and to any and all improvements which are disclosed in the application entitled **Handle For Carrying Case** serial no. 29/478,108 filed on 12/31/13;


in and to said application and all divisional, continuing, substitute, renewal, reissue, and all other applications for Letters Patent which have been or shall be filed in the United States on any of said improvements; and in and to all original and reissued patents which have been or shall be issued in the United States on said improvements; and in and to any patents or patent application in any foreign country on any of said improvements;

agree that said Assignee may apply for and receive Letters Patent for said improvements in its own name; and that, when requested, without charge to but at the expense of said Assignee, its successors, assigns and legal representatives, to carry out in good faith the intent and purpose of this assignment, the undersigned will execute all divisional, continuing, substitute, renewal, reissue, and all other patent applications on any and all said improvements; execute all rightful oaths, assignments, powers of attorney and other papers; communicate to said Assignee, its successors, assigns, and representatives, all facts known to the undersigned relating to said improvements and the history thereof;

and generally do everything possible which said Assignee, its successors, assigns or representatives shall consider desirable for aiding in securing and maintaining proper patent protection for said improvements and for vesting title to said improvements and all applications for patents on said improvements, in said Assignee, its successors, assigns and legal representatives; and covenant with said Assignee, its successors, assigns and legal representatives that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by the undersigned, and that full right to convey the same as herein expressed is possessed by the undersigned.

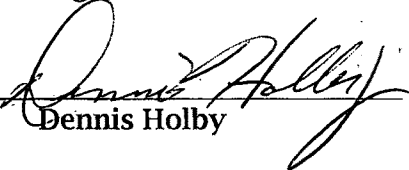
Dated

2/6/14


Eugene Kliot

Dated

2/7/14


Dennis Holby

PATENT