

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3423733

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	CARPENTER CO.	06/08/2015
RECEIVING PARTY DATA		
Name:	SUMLIN TECHNOLOGIES, LLC	
Street Address:	1724 9TH AVENUE NW	
City:	HICKORY	
State/Country:	NORTH CAROLINA	
Postal Code:	28601	
PROPERTY NUMBERS Total: 1		
Property Type	Number	
Patent Number:	7259117	
CORRESPONDENCE DATA		
Fax Number:	(703)684-2501	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>		
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Correspondent Name:	MERCHANT & GOULD	
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Address Line 4:	MINNEAPOLIS, MINNESOTA 55402	
ATTORNEY DOCKET NUMBER:	70247.00000001	
NAME OF SUBMITTER:	E. JOSEPH GESS	
SIGNATURE:	/E. Joseph Gess/	
DATE SIGNED:	07/02/2015	
Total Attachments: 5		
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ASSIGNMENT OF PATENT

WHEREAS, Dennis L. Mater ("Mater"), residing at 13011 Auburn Mill Lane, Glen Allen, Virginia 23059, is the co-inventor of the following United States Letters Patent (the "Patent"):

<u>Patent Title</u>	<u>US Patent No.</u>
Nonwoven Highloft Flame Barrier	7,259,117

and the inventions covered by the Patent (the "Inventions"); and

WHEREAS, Mater, in conjunction with co-inventor Alan C. Handerman of Basofil Fibers, LLC, developed the Inventions covered by the Patent while employed with Carpenter Co., a Virginia corporation with its principal office at 5016 Monument Avenue, Richmond, Virginia 23230 ("Carpenter"), while Mater was subject to a work-for-hire agreement with Carpenter assigning and transferring all right, title and interest in any intellectual property works created, conceived or invented during his performance of his duties on behalf of Carpenter; and

WHEREAS, Carpenter entered into an Agreement of June 3, 2004 ("Basofil-Carpenter Agreement") with Basofil Fibers, LLC formerly of Charlotte, North Carolina ("Basofil"), concerning rights and obligations in non-US cases derived from international application PCT/US02/28743 (of which the Patent is a U.S. National Stage filing), a copy of which Basofil-Carpenter Agreement accompanies this Assignment as Exhibit A;

WHEREAS, Sumlin Technologies, LLC ("Assignee"), a North Carolina limited liability company with offices at 1724 9th Avenue NW, Hickory, North Carolina 28601, is the successor of Basofil, and now holds the aforementioned rights and obligations previously held by Basofil under the Basofil-Carpenter Agreement; and

WHEREAS, Assignee is desirous of acquiring the entire right, title, and interest in and to the Patent in the United States and to the Inventions in the United States;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound hereby, Carpenter (the "Assignor") hereby assigns and transfers to Assignee the entire right, title and interest in and to the Patent in the United States and to the Inventions in the United States, including but not limited to all U.S. reissues, divisions, continuations and extensions of the Patent, all United States rights of action arising from the Patent, all U.S. claims for damages for such infringement, to be held and enjoyed by the Assignee for its own use and benefit and for its successors and assigns as the same would have been held by Assignor had this assignment not been made.

Assignor and Mater agree to execute all instruments and documents required for the enforcement and litigation regarding the United States and any related foreign Patents,

the prosecution of any related foreign patent applications, and for the purpose of protecting and perfecting title to the United States Patent and any related foreign patents and foreign applications.

Date: 6/8/, 2015

Dennis L. Mater (SEAL)
Dennis L. Mater

CARPENTER CO.

By: H. A. Claiborne III

Name: H. A. CLAIBORNE III

Title: SECRETARY

COMMONWEALTH OF VIRGINIA
COUNTY OF HENRICO

Subscribed and sworn to before me on 6/8, 2015.

Notary Public: [Signature]

(Notary Seal)

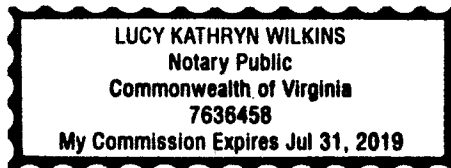


EXHIBIT A

AGREEMENT

THIS AGREEMENT entered into as of the 3rd day of June, 2004 by and between Basofil Fibers, LLC of Charlotte, North Carolina ("Basofil") and Carpenter Co. of Richmond, Virginia ("Carpenter").

WHEREAS Alan Handermann of Basofil's assignor BASF Corporation and Dennis Mater of Carpenter are joint inventors of the subject matter of International Patent Application no. PCT/US02/28743 (International Publication No. W0 03/023108), which PCT application was filed on September 11, 2002 and is jointly owned by Basofil and Carpenter;

WHEREAS a United States patent application no. 10/474,395 was filed in the United States Patent Office in the name of Basofil and Carpenter;

WHEREAS Basofil is desirous of filing corresponding applications in other foreign countries, but Carpenter is not interested in currently pursuing such foreign applications;

WHEREAS Carpenter is agreeable to Basofil's pursuing such applications in foreign countries in Basofil's own name and at its own expense;

NOW THEREFORE:

1. Carpenter agrees to assign all of its rights, title, and interest in any non-U.S. cases derived from PCT/US02/28743 which may be filed by Basofil to Basofil, which will proceed in its own name and at its own expense in such foreign countries.

2. Should Carpenter later elect to import, manufacture, use, sell or offer for sale, or have a sub-licensee do the same (hereafter "Carpenter Activity") within the scope of the subject invention in any non-U.S. countries in which Basofil has a patent or a pending patent application, Basofil will grant to Carpenter a royalty free non-exclusive, non-transferable license for such purpose. In such case, Carpenter will reimburse Basofil for 50% of prior expenses incurred and paid by Basofil in the prosecution and annuity costs of such application/patent in any country in which Carpenter elects to pursue Carpenter Activity (as well as 50% of any subsequent prosecution and annuity costs incurred by Basofil in the prosecution and annuities maintenance of that application/patent in that country in which Carpenter elects to pursue Carpenter Activity). Should Carpenter desire to sub-license another party in a non-US country, it will do so only with an agreement with Basofil, which agreement will not be unreasonably withheld, and will occur in a case-by-case basis.

3. Carpenter agrees to sign all assignments and other papers necessary to prove ownership of Basofil's rights and interest in the individual non-U.S. countries selected by Basofil.

4. Except as specifically provided in Section 2, the cost of filing, prosecuting, and paying annual renewal fees on the non-U.S. cases shall be the sole responsibility of Basofil.

[SIGNATURES ON NEXT PAGE]

Basofil Fibers, LLC

John M. Moran
By:

VICE PRESIDENT - ADMIN.
Its:

Carpenter Co.

E. F. Walchuk
By:

Sr. Vice President
It's