

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT4226723

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	PAUL ANDREW LEITNER-WISE	01/12/2017
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	MICHAEL L. WADE	
<b>Street Address:</b>	4301 EAST PARHAM ROAD	
<b>Internal Address:</b>	SHERIFF, HENRICO COUNTY	
<b>City:</b>	HENRICO	
<b>State/Country:</b>	VIRGINIA	
<b>Postal Code:</b>	23228	
<b>PROPERTY NUMBERS Total: 1</b>		
	<b>Property Type</b>	<b>Number</b>
	Patent Number:	D684820
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>		
<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>		
<b>Phone:</b>	8043448130	
<b>Email:</b>	jthomas@ip-counsel.net	
<b>Correspondent Name:</b>	JOHN H. THOMAS	
<b>Address Line 1:</b>	536 GRANITE AVENUE	
<b>Address Line 4:</b>	RICHMOND, VIRGINIA 23226	
<b>NAME OF SUBMITTER:</b>	JOHN H. THOMAS	
<b>SIGNATURE:</b>	/John H. Thomas/	
<b>DATE SIGNED:</b>	01/16/2017	
<b>Total Attachments: 20</b>		
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## ASSIGNMENT OF INVENTION

For good and valuable consideration, the receipt of which is hereby acknowledged,

### ASSIGNOR:

(1) NAME: Paul Andrew Leitner-Wise  
ADDRESS: Alexandria, VA  
NATIONALITY: U.S.

hereby sell, assign and transfer to:

### ASSIGNEE:

NAME: Michael L. Wade, Sheriff, Henrico County  
ADDRESS: 4301 East Parham Road, Henrico, VA 23228  
STATE/COUNTRY  
of Incorporation: Virginia, U.S.

and the successors, assigns and legal representatives of the ASSIGNEE, the entire right, title and interest for the United States and its territorial possessions and in all foreign countries, including all rights to claim priority, in and to, any and all improvements which are disclosed in the invention entitled:

### DRINKING VESSEL

which is found in:

U.S. Patent No.: D684,820  
Issued on: June 25, 2013

any legal equivalent thereof in a foreign country, any continuation, division, renewal, or substitute thereof, all Letters Patent to be obtained for the invention, and, as to Letters Patent, any reissue, re-examination, extension, or equivalent thereof.

ASSIGNOR further covenants that ASSIGNEE will, upon its(their) request, be provided promptly with all pertinent facts and documents relating to the invention and the Letters Patent and legal equivalents as may be known and accessible to ASSIGNOR and will testify as to the same in any interference, litigation or proceeding related thereto and will promptly execute and deliver to ASSIGNEE or its legal representatives, without charge, any and all papers, instruments, oaths, or affidavits required to apply for, obtain, maintain, issue and enforce the application, the invention, the Letters Patent, and the equivalents thereof which may be necessary or desirable to carry out the purposes thereof.

ASSIGNOR further authorizes and empowers ASSIGNEE, its successors, assigns and legal representatives or nominees, to invoke and assert a claim for any application for patent or other form of protection for the invention, the benefit of the right of priority being provided by any international convention presently in effect or enacted at a future

date, and to invoke and claim such right of priority without further written or oral authorization from ASSIGNOR.


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ASSIGNOR hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment.

ASSIGNOR further agrees to permit ASSIGNEE's representatives to add to this document any information that identifies any application or equivalent associated with the above-identified invention.

Date: 1/12/2017

  
Signature of: Special Commissioner  
Appointed by a Court of Competent  
jurisdiction to execute this document to  
have binding effect on Paul Andrew Leitner-  
Wise as if signed by him personally.

(Printed Name)

Tommy R Bae R

Title: Special Commissioner appointed pursuant to Virginia Code §8.01-96., and §8.01-110 to sign this assignment per the attached order.

VIRGINIA:  
IN THE CIRCUIT COURT OF HENRICO COUNTY

BEAM DISTRIBUTING, INC.,  
Plaintiff,

v.

Case No. CL15-686

PAUL ANDREW LEITNER-WISE,  
LEITNER-WISE MANUFACTURING, LLC, et al.,  
Defendants.

ORDER

This cause came on November 4, 2016 and Beam Distributing, Inc. ("Creditor") appeared by counsel and a corporate representative, Thomas Long, appeared on Creditor's behalf, and there was no appearance by Paul Leitner-Wise ("Leitner-Wise") or Leitner-Wise Manufacturing, LLC ("LWM, LLC")(jointly referred to as "Debtors"), and the Court finds as follows:

Proceedings Before the November 4, 2016 Hearing

1. Debtor Interrogatories were duly conducted before a Commissioner in Chancery in this action, and the Commissioner's Report ("Report") was filed with the clerk pursuant to Code §8.01-507.1 on August 30, 2016 along with the transcripts and exhibits introduced into evidence during the debtor interrogatory proceedings.
2. The Debtor Interrogatories revealed that LWM, LLC is the co-owner with Creditor of the Trademark "Muzzleshot" that is associated with patent D684,820S for a drinking vessel ("Patent"), of which Leitner-Wise was the sole owner while the underlying case was pending.
3. Leitner-Wise alleged in Debtor Interrogatories that while he was the sole owner of the Patent, on December 24, 2015 he assigned his entire interest in the Patent by way of an assignment document that was dated and purportedly signed on

December 24, 2015 ("Alleged Assignment" Ex. 2 to 8-17-2016 transcript of Debtor Interrogatories hearing) to a company identified in the Alleged Assignment as "Cosmos Trust, a company organized and existing under the laws of England and Wales" (hereinafter "Cosmos Trust Company").

4. The Alleged Assignment was not recorded with the US Patent and Trademark Office ("USPTO") until June 24, 2016, exactly 22 days after a judgment to Creditor in the amount of \$3,449,160 ("Judgment Debt") was entered by this Court in its final order of June 2, 2016 ("Final Judgment").
5. No defendant properly perfected an appeal to the Final Judgment and the defendants' motion to the Virginia Supreme Court for an extension of time in which to do so was denied by an Order of the Virginia Supreme Court entered on November 1, 2016.
6. The Report noted the suspicious circumstances of the Alleged Assignment and further noted that although a Commissioner in Chancery has authority to order property owned by the Debtor to be turned over to the sheriff for sale under Code of Virginia 1950 as amended ("Code") § 8.01-506 the Commissioner did not believe the statute granted the Commissioner authority to require a turnover when the Debtor claimed he no longer owned the asset.
7. The Report was properly filed pursuant to Code §8.01-507.1 so that the Court could make a determination of whether the Alleged Assignment was valid or whether it was a sham, and, if the Alleged Assignment was a sham, whether to order Leitner-Wise to convey his interest in the Patent to the Sheriff for sale, and upon refusal of Leitner-Wise to do so, to appoint a special commissioner per Code §8.01-110 to do so.

8. In accordance with the Report and referral to the undersigned judge of this Court to rule on the relief requested by the Creditor, a hearing action was held on September 2, 2016 (September Hearing) at which Leitner-Wise appeared for the Debtors.
9. When the September Hearing commenced, Leitner-Wise and Creditor's counsel informed the Court they were prepared to go forward.
10. At the September Hearing the Creditor moved the Court to compel Leitner-Wise to sign the instruments conveying the Patent and the Trademark described in the attachments to this order to the sheriff of Henrico County, Virginia for sale, and Creditor argued that Leitner-Wise's purported transfer of the Patent to Cosmos Trust Company was a sham ("Creditor's Motion").
11. At the September Hearing the Creditor submitted Exhibits 1-7 that were admitted into evidence without objection, along with the Report of the Commissioner in Chancery previously filed and the transcripts of the Debtor Interrogatory proceedings before the Commissioner.
12. At the September Hearing the Court gave Leitner-Wise an opportunity to present his evidence and authority in opposition to Creditor's Motion, and thereafter Leitner-Wise presented to the Court a copy of Rule 4:15 received in evidence and marked as Defendant's Ex. 1, and Leitner-Wise requested a continuance of the September Hearing in order to file a written pleading stating Leitner-Wise's objections to the Creditor's Motion and then argue them at a later hearing.
13. During the September Hearing the Court granted Leitner-Wise's request and allowed the debtor to file his pleading in opposition to Creditor's Motion by September 16, 2016, and the Court allowed the Creditor an opportunity to file a

response by September 30, 2016, and the Court continued the hearing to Friday, November 4, 2016 at 9:30 a.m. ("November Hearing").

14. The November Hearing date and time was set during the September Hearing without objection by Leitner-Wise or Creditor.
15. The Court confirmed its rulings and the upcoming November hearing date announced during the September Hearing in an order entered on September 14, 2016 ("September Order").
16. The clerk sent a copy of the September Order to Leitner-Wise and all other parties, and noted on the back of the September Order that she had done so, to wit:

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V. Tring  
Rich Cov.  
Muzaleski  
L-W mfg  
S

9/14/16  
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17. In accordance with the ruling made during the September Hearing and in the September Order, Leitner-Wise timely filed his pleading entitled "Opposition To Motion To Declare Fraudulent Conveyance", stating the grounds on which he opposed Creditor's Motion on September 15, 2016 ("Opposition Brief").
18. Creditor's counsel timely filed his pleading styled "Creditor's Brief in Support of Motion to Appoint Receiver To Convey Property" ("Creditor's Brief") in support of its motions.
19. At the November Hearing the Creditor appeared by counsel and through its representative; there was no appearance by any defendant and the proceedings



were recorded by Crane-Snead and Associates.

Findings of Fact and Conclusions of Law

The Court considered the Report and all of the pleadings, exhibits, transcripts and arguments filed and admitted into evidence, and the transcripts of the Debtor Interrogatory proceedings that were held on July 28, 2016 and August 17, 2016 and the exhibits presented therein, the exhibits received at the hearings before this Court, the Opposition Brief and the Creditor's Brief, and in consideration of the foregoing the Court makes the following findings of fact by clear and convincing evidence and conclusions of law:

20. The Court considered the argument in the Opposition Brief, page 1, et seq. that this Court does not have jurisdiction to require the conveyance of the Patent to the sheriff for sale because the Patent is an intangible property right solely created by the United States Congress and the Constitution.
21. The Court finds that the Creditor's Motion and the Defendants' Brief do not raise the issue of inventorship, and that the issues before the Court concern only the ownership of the Patent and the transfer of ownership to the sheriff for sale under state law and application of the sale proceeds to the Judgment Debt.
22. The Court finds that the question of who owns the Patent rights is a question properly determined by this Court based on the authority cited by Creditor including *Jim Arnold Corp. v. Hydrotech Sys., Inc.*, 109 F.3d 1567, 1572 (Fed. Cir. 1997) and *StoneEagle Servs., Inc. v. Gillman*, 746 F.3d 1059 (Fed.Cir.2014).
23. The Court considered the argument in the Opposition Brief that the Creditor cannot have the sheriff levy on intangible personal property, and finds that the argument is inapplicable to this case, because the Creditor has not requested

that the Court order the sheriff to levy on Debtor's Patent and Trademark and that this is a debtor interrogatory proceeding.

24. The Court finds that pursuant to Code § 8.01-506 and *El Amin v. Adams* 95 VAP UNP 0282942 (1995) that it has the authority in this debtor interrogatory proceeding to determine whether Leitner-Wise owns the intangible rights represented by the Patent, whether Leitner-Wise is presently the owner of the Patent, and whether the Alleged Assignment was a sham or effected a change in ownership of the Patent.
25. The Court finds that pursuant to Code §§8.01-507, 8.01-507.1, and 8.01-509, it has the power and authority to enter an order requiring Leitner-Wise to convey the Patent to the sheriff for sale by execution of a patent assignment to the sheriff if the Court determined that Leitner-Wise was still the owner of the Patent.
26. For the reasons stated below and elsewhere in this Order the Court finds that the Alleged Assignment was a sham and fraudulent, and that it was void ab initio and did not affect any change in ownership of the Patent and the Leitner-Wise remains the owner of the Patent.
27. The circumstances surrounding the Alleged Assignment on their face are suspicious because the Alleged Assignment was purportedly made in December 2015, but it was not recorded with the clerk of the USPTO until June 24, 2016, six months later as reflected on Ex. G to Creditor's Brief and 22 days after Final Judgment.
28. Leitner-Wise recorded the Alleged Assignment at USPTO, not the purported purchaser/assignee, and Leitner-Wise made no satisfactory explanation of the delay in recordation or why Leitner-Wise made the recordation (7-28-16 Tran. pp.

82-83); both actions would benefit Leitner-Wise by helping to avoid sale of the Patent to apply to the Judgment Debt.

29. The official records of the government of the United Kingdom admitted into evidence at the September Hearing as "Plaintiff's Ex. 2" reveal that "Cosmos Trust" is not a "company that exists under the laws of England and Wales" as recited in the Alleged Assignment, and Leitner-Wise did not attempt to refute that fact when he had opportunities to do so at the September hearing, in his Opposition Brief, or at the November Hearing.
30. The name of the purported purchaser, "J J Churcher" on page 2 of the Alleged Assignment appears to have been misspelled where it was printed near the signature.
31. Leitner-Wise gave three conflicting versions of how he was paid pursuant to the Alleged Assignment under oath in the debtor interrogatory proceedings before the Commissioner which were not credible.
32. Leitner-Wise first testified that he received \$10,000 in cash that went "straight to the attorneys" for Leitner-Wise and his co-Debtors; Leitner-Wise identified the attorneys as "Cunningham & Associates" ("Cunningham") (7-28-16 Trans. at pp. 57-58).
33. Between the first and second hearings before the Commissioner, Cunningham provided records related to its payment by the Debtors in response to an s.d.t., and those records, introduced into evidence revealed that Cunningham did not receive \$10,000 in cash from any of the Debtors.
34. Leitner-Wise gave a second, different explanation under oath that the Cosmos Trust Company paid him two checks for \$5,000 each (7-28-16 Trans. at p. 61, ll. 6-9), and that Debtor gave the checks to Cunningham (7-28-16 Trans. pp. 58-

59), however the Court finds that testimony is not credible, because Cunningham's records received in evidence did not reveal receipt of any checks from Cosmos Trust.

35. Leitner-Wise gave a third explanation under oath claiming that Cosmos Trust Company paid him \$10,001 in cash in two payments ("Cash Payments"), however Leitner-Wise could not provide the name of any witness or how to locate a witness to the meetings when Leitner-Wise received the cash, and Leitner-Wise could not state where the meetings occurred, other than vague references to nonspecific locations.
36. Leitner-Wise testified that on each occasion when he received the Cash Payments he took them to his office at LWM, LLC, left it on a desk, and made a general statement that the money from the sale of the Patent (8-17-16 Trans. at pp. 52, 87-88); however Leitner-Wise had no documents, witnesses or other proof that he did so or that any of the Cash Payments were deposited to the account of Leitner-Wise or his company.
37. Leitner-Wise and LWM, LLC were served with a subpoena, d.t. (Ex. 7 from 9-2-16 Hearing) to produce any "evidence of payments" including receipts and deposit slips concerning the alleged Cash Payments received, and Leitner-Wise and LWM, LLC were unable to produce any corroborating evidence of receipt or deposits of the Cash Payments, and Leitner-Wise admitted in Debtor Interrogatories that that there are no receipts. 8-17-2016 Tran. 105-106.
38. The Court takes cognizance of its Order entered October 28, 2016 that found on October 16, 2016 it held a hearing in this action and Cunningham's motion to quash the s.d.t. ("Cunningham Hearing") to it that requested documents that would reveal the source of payments the Debtors made to Cunningham, and the

Court inquired if Cunningham had documents that indicated the Debtors' source of payments were from the sale of a Patent or Cosmos Trust.

39. During the Cunningham Hearing, Cunningham represented that it had no indication that the funds paid by Debtors to Cunningham were from the sale of a Patent or from any entity called or known as Cosmos Trust, but Cunningham did have information that the funds paid to it by Debtors were from another source, and produced documents that were introduced into evidence in the November Hearing indicating that the source was a credit card transaction and a business transaction connected to Iraq, contrary to Leitner-Wise's claim.

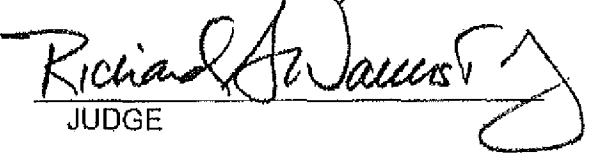
40. The representations by Cunningham during the Cunningham Hearing and the documents produced thereafter contradict the three differing versions of Leitner-Wise in the debtor interrogatory hearings that he paid the funds he claims he received from the Alleged Assignment to Cunningham.

Wherefore, the Court finding that it has jurisdiction to determine ownership of the Patent, and authority to order the conveyance of the Patent and Trademark to the sheriff to sell them and to pay the proceeds to the Creditor for the sale and application to the Judgment Debt and that Leitner-Wise owns the Patent, and it appearing proper to do so, it is hereby ORDERED that Paul Andrew Leitner-Wise is directed to forthwith sign the Patent assignment form and the Trademark assignment form attached hereto on or before January 4, 2017 to transfer the Patent and the co-ownership interest in the Trademark to the sheriff of Henrico County, Virginia in order to sell the Debtors' interest in the Patent and the Trademark connected to the Patent to the same purchaser, in light of the fact that a Trademark is not valid if it is not connected with a product. The Debtors are ORDERED to sign and deliver the assignment forms attached to this order to the attorney for the plaintiff/Creditor no later than January 12, 2017 at 1:00 p.m. to be given

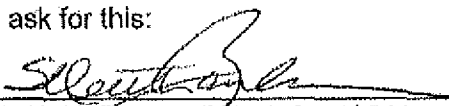
to the sheriff so the sheriff may proceed with a sale after notice to the public in accordance with Code §8.01-510. If the Debtors have not done so, then upon Creditor's counsel's filing of a notice to that effect, Tommy P. Baer who is hereby appointed as special commissioner pursuant to Code §8.01-110 shall be authorized to execute the assignment forms attached hereto. Further, pursuant to Code §8.01-96, should the Creditor submit the highest bid for the Patent and Trademark at the Sheriff's sale, the Creditor shall be required to pay only the costs of sale and the Sheriff's commission as provided for by statute if the highest bid made by the Creditor does not exceed the Judgment Debt.

Per Rule 1:13 of the Rules of the Virginia Supreme Court, the Court in its discretion waives the endorsement of Debtors to this order. The Clerk is directed to send a copy to counsel of record, the Debtors, and Tommy P. Baer, Special Commissioner, Libbie Law Center, 2201 Libbie Ave Suite 200 Richmond, VA 23230.

Enter:

01, 06, 17  
  
JUDGE

I ask for this:

 p.q.  
S. Keith Barker, P.C. VSB 19513  
4908 Dominion Boulevard, Suite K  
Glen Allen, VA 23060  
(o) 804-934-0550 // (fax) 804-346-5338

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BARKER  
HISE  
Letter-Hise manufacturing.  
Baker  
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## ASSIGNMENT OF INVENTION

For good and valuable consideration, the receipt of which is hereby acknowledged,

### ASSIGNOR:

(1) NAME: Paul Andrew Leitner-Wise  
ADDRESS: Alexandria, VA  
NATIONALITY: U.S.

hereby sell, assign and transfer to:

### ASSIGNEE:

NAME: Michael L. Wade, Sheriff, Henrico County  
ADDRESS: 4301 East Parham Road, Henrico, VA 23228  
STATE/COUNTRY  
of Incorporation: Virginia, U.S.

and the successors, assigns and legal representatives of the ASSIGNEE, the entire right, title and interest for the United States and its territorial possessions and in all foreign countries, including all rights to claim priority, in and to, any and all improvements which are disclosed in the invention entitled:

## DRINKING VESSEL

which is found in:

U.S. Patent No.: D684,820

Issued on: June 25, 2013,

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ASSIGNOR further agrees to permit ASSIGNEE's representatives to add to this document any information that identifies any application or equivalent associated with the above-identified invention.

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

\_\_\_\_\_  
Signature of: Paul Andrew Leitner-Wise  
(Printed Name)

ASSIGNMENT

WHEREAS, LEITNER-WISE MANUFACTURING, LLC (hereinafter referred to as "Assignor/Debtor") is the joint owner of record of MUZZLESHOT (STANDARD CHARACTER MARK), U.S. Trademark Registration No. 4,531,178, filed in the U.S. Patent and Trademark Office on August 26, 2013 in International Class 21, for Shot glasses styled after M16 Flash Suppressor, made out of anodized aluminum (hereinafter the "Mark"); and

WHEREAS, the Henrico County Virginia Circuit Court ("Court") entered a judgment against Assignor/Debtor by a final order on June 2, 2016 in the amount of \$3,449,160.00 ("Judgment") in the case of *Beam Distributing, Inc. v. Paul Andrew Leitner-Wise, et al.* (CL15-686); and

WHEREAS, debtor interrogatories were conducted and the Court has ordered the sale of Assignor/Debtor's interest in the joint trademark by an Order dated together with the good will of the business, with which the Mark is used and which is symbolized by the Mark and the Assignor/Debtor's interest in the Mark is to be sold along with the Patent;

NOW, WHEREAS, To All Whom It May Concern, be it known that pursuant to the order of the Court dated \_\_\_\_\_, Assignor/Debtor, by this document, does hereby transfer, convey and assign unto the Sheriff of Henrico County, Virginia, all of Assignor/Debtor's right, title and interest in and to the Mark, together with the right to recover for past infringement of the Mark, and the good will of the business in connection with which the Mark is used and which is symbolized by the Mark, to sell Assignor/Debtor's interest and the Mark along with the patent D684820, and apply the sale proceeds toward the satisfaction of the Judgment and make report to this Court as required by law.

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals on the date set forth hereinafter.

Leitner-Wise Manufacturing, LLC,

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

by \_\_\_\_\_  
(Signature)

Name: Paul Andrew Leitner-Wise

Title: Manager

## ASSIGNMENT OF INVENTION

For good and valuable consideration, the receipt of which is hereby acknowledged,

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(1) NAME: Paul Andrew Leitner-Wise  
ADDRESS: Alexandria, VA  
NATIONALITY: U.S.

hereby sell, assign and transfer to:

### ASSIGNEE:

NAME: Michael L. Wade, Sheriff, Henrico County  
ADDRESS: 4301 East Parham Road, Henrico, VA 23228  
STATE/COUNTRY  
of Incorporation: Virginia, U.S.

and the successors, assigns and legal representatives of the ASSIGNEE, the entire right, title and interest for the United States and its territorial possessions and in all foreign countries, including all rights to claim priority, in and to, any and all improvements which are disclosed in the invention entitled:

## DRINKING VESSEL

which is found in:

U.S. Patent No.: D684,820

Issued on: June 25, 2013,

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Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

\_\_\_\_\_  
Signature of: Special Commissioner  
Appointed by a Court of Competent  
jurisdiction to execute this document to  
have binding effect on Paul Andrew Leitner-  
Wise as if signed by him personally.

(Printed Name)

\_\_\_\_\_  
Title: Special Commissioner appointed pursuant to Virginia Code §8.01-96., and §8.01-110 to sign this assignment per the attached order.

## ASSIGNMENT

WHEREAS, LEITNER-WISE MANUFACTURING, LLC (hereinafter referred to as "Assignor/Debtor") is the joint owner of record of MUZZLESHOT (STANDARD CHARACTER MARK), U.S. Trademark Registration No. 4,531,178, filed in the U.S. Patent and Trademark Office on August 26, 2013 in International Class 21, for Shot glasses styled after M16 Flash Suppressor, made out of anodized aluminum (hereinafter the "Mark"); and

WHEREAS, the Henrico County Virginia Circuit Court ("Court") entered a judgment against Assignor/Debtor by a final order on June 2, 2016 in the amount of \$3,449,160.00 ("Judgment") in the case of *Beam Distributing, Inc. v. Paul Andrew Leitner-Wise, et al.* (CL15-686); and

WHEREAS, debtor interrogatories were conducted and the Court has ordered the sale of Assignor/Debtor's interest in the joint trademark by an Order dated together with the good will of the business, with which the Mark is used and which is symbolized by the Mark and the Assignor/Debtor's interest in the Mark is to be sold along with the Patent;

NOW, WHEREAS, To All Whom It May Concern, be it known that pursuant to the order of the Court dated \_\_\_\_\_, Assignor/Debtor, by this document, does hereby transfer, convey and assign unto the Sheriff of Henrico County, Virginia, all of Assignor/Debtor's right, title and interest in and to the Mark, together with the right to recover for past infringement of the Mark, and the good will of the business in connection with which the Mark is used and which is symbolized by the Mark, to sell Assignor/Debtor's interest and the Mark along with the patent D684820, and apply the sale proceeds toward the satisfaction of the Judgment and make report to this Court as required by law.

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals

on the date set forth hereinafter.

Leitner-Wise Manufacturing, LLC,

Date: \_\_\_/\_\_\_/\_\_\_

by \_\_\_\_\_

(Signature)

Signature of: Special Commissioner  
Appointed by a Court of Competent  
jurisdiction to execute this document to  
have binding effect on Leitner-Wise  
Manufacturing, LLC a Virginia Limited  
Liability Company as if signed by a duly  
authorized manager of the LLC to sign this  
document

Name: \_\_\_\_\_

Title: Special Commissioner appointed pursuant to Virginia Code §8.01-96., and §8.01-110 to sign this assignment per the attached order.