# 504825237 03/19/2018

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4871973

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNMENT	
CONVEYING PART	Υ DATA		
		Name	Execution Date
ASHEBORO ELASTICS, INC.			06/07/2016
RECEIVING PARTY	DATA		
Name:	DELFING	DELFINGEN FR-ANTEUIL S.A.	
Street Address:	RUE EMII	RUE EMILE STREIT	
City:	ANTEUIL	ANTEUIL	
State/Country:	FRANCE	FRANCE	
Postal Code:	25340	25340	
PROPERTY NUMB	ERS Total: 2		
Property Type		Number	
Patent Number:		57417	
Patent Number: 93		47158	
	E DATA		
	r, <b>if provided; i</b> 31 dw <b>me:</b> DI0 26	he e-mail address first; if that is unsu f that is unsuccessful, it will be sent 3-433-7529 vtrademarks@dickinsonwright.com CKINSON WRIGHT PLLC 00 W, BIG BEAVER RD., STE. 300 ROY, MICHIGAN 48084	
<i>Correspondence w using a fax number</i> Phone: Email: Correspondent Nar Address Line 1: Address Line 4:	r, if provided; i 31 dw me: Di 26 TF	<i>t that is unsuccessful, it will be sent</i> 3-433-7529 /trademarks@dickinsonwright.com CKINSON WRIGHT PLLC 00 W, BIG BEAVER RD., STE. 300	
Correspondence w using a fax number Phone: Email: Correspondent Nar Address Line 1: Address Line 4:	r, if provided; i 31 dw me: Di 26 TF T NUMBER:	<i>f that is unsuccessful, it will be sent</i> 3-433-7529 /trademarks@dickinsonwright.com CKINSON WRIGHT PLLC 00 W, BIG BEAVER RD., STE. 300 ROY, MICHIGAN 48084	
Correspondence w using a fax number Phone: Email: Correspondent Nar Address Line 1:	r, if provided; i 31 dw me: Di 26 TF T NUMBER:	<i>f that is unsuccessful, it will be sent</i> 3-433-7529 /trademarks@dickinsonwright.com CKINSON WRIGHT PLLC 00 W, BIG BEAVER RD., STE. 300 ROY, MICHIGAN 48084 72615-3	
Correspondence w using a fax number Phone: Email: Correspondent Nar Address Line 1: Address Line 4: ATTORNEY DOCKE	r, if provided; i 31 dw me: Di 26 TF T NUMBER:	<i>f that is unsuccessful, it will be sent</i> 3-433-7529 /trademarks@dickinsonwright.com CKINSON WRIGHT PLLC 00 W, BIG BEAVER RD., STE. 300 ROY, MICHIGAN 48084 72615-3 BRYAN J. SCHOMER	

#### PATENT ASSIGNMENT AGREEMENT

#### BETWEEN THE UNDERSIGNED:

#### The Company

Asheboro Elastics, Inc., a corporation duly organised under the laws of North Carolina, USA, with registered offices at 150 North Park Street, P.O. Box 1143, Asheboro, NC, USA 27204, represented by Mr. Gifford Del Grande, Director, hereinafter referred to as the "ASSIGNOR",

### AND

DELFINGEN FR-ANTEUIL S.A, a French company whose head office is located at rue Emile Streit, 25340 ANTEUIL, FRANCE, registered in BESANCON under the number 384 157 400, duly represented by Mr. Gérald STREIT, as CEO, hereinafter referred to as the "ASSIGNEE",

#### THE PARTIES RECITE AS FOLLOWS:

The ASSIGNOR is the co-owner of the patent family including:

- the French patent application published under no. FR 3 003 409, claiming the priority of the US provisional application no.61/789,897 filed on March 15, 2013,
- the US patent application published under no. US 2014272224, claiming the priority of the US provisional application no.61/789,897 filed on March 15, 2013,
- the international application published under no. WO2014140207 and entitled "ELONGATE SELF-CLOSING SLEEVE FOR PROTECTING ELONGATE MEMBERS" claiming the priority of the US provisional application no.61/789,897 filed on March 15, 2013,"
- the patent applications and patents derived from the aforesaid international application, namely:
  - European patent published under no. EP 2971308,
  - o US patent granted under no. US 9347158,
  - MX patent application filed under no. MX/A/2015/013134.

The ASSIGNOR is then the beneficial co-owner of the inventor's rights and thus co-owner of the rights to the aforesaid invention.

The ASSIGNEE is interested in acquiring the rights for the invention owned by the ASSIGNOR.

#### THE PARTIES HAVE THUS AGREED THE FOLLOWING CONDITIONS:

#### **ARTICLE 1** - DEFINITIONS

The expression "patent family" hereinafter refers to the patent family mentioned in the Preamble.

#### **ARTICLE 2** - DECLARATIONS OF THE PARTIES

#### 2.1. - Declarations of the ASSIGNOR

The ASSIGNOR declares that it is the co-owner of the patent family.

The ASSIGNOR declares that no transfer of property, total or partial, no licence to use the patent family has been granted to any physical or legal entity in any way, that this patent family is free of all collateral, right of lien, security, guarantee or other things and that he is in a position to assign it freely.

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PATENT REEL: 045272 FRAME: 0089 The ASSIGNOR declares that he has never had any dispute concerning the ownership of the patent family. The ASSIGNOR guarantees to the ASSIGNEE the unchallenged use of the right to ownership of the patent family against all finds, claims and any dispossessions.

#### 2.2. - Declarations of the ASSIGNEE

The ASSIGNEE declares to have acknowledged all information useful for the acquisition of the co-ownership of the patent family.

The ASSIGNEE declares as a result to be fully informed and accepts the transfer of the coownership of the patent family.

#### ARTICLE 3 - SUBJECT OF THE CONTRACT

The ASSIGNOR hereby assigns and transfers its co-ownership of the patent family to the ASSIGNEE, who accepts, and shall provide the ASSIGNEE with all documents and information relating to the acquisition and maintenance of effectiveness of this patent family.

#### ARTICLE 4 - PRICE

The present assignment is granted in compensation of the payment to the ASSIGNOR of a flatrate sum of

#### ARTICLE 5 - MAINTENANCE OF EFFECTIVENESS - ABANDONMENT

The ASSIGNEE shall bear all the costs incurred by the issuing procedures of the patent applications belonging to the patent family.

Nonetheless, the ASSIGNEE shall remain free to decide whether or not to pursue the issuing procedures of the patent applications belonging to the patent family.

The ASSIGNEE shall bear all the costs incurred by the maintenance of the effectiveness of the patent family.

Nevertheless, the ASSIGNEE shall remain free to decide whether to maintain the effectiveness or abandon any member of the patent family.

#### ARTICLE 7 - METHODS OF PAYMENT - COMING INTO FORCE

The aforementioned amounts are payable on the date of signature of the present Contract.

The present Contract shall come into force after the Contract has been signed.

## **ARTICLE 8** - PUBLICITY OF THE CONTRACT - REGISTRATION

The present Assignment shall be registered with the Industrial Property Offices concerned.

The ASSIGNEE shall commit to bear the costs pertaining to these registrations.

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# ARTICLE 9 - APPLICABLE LAW

The present Contract is subject to French law, the Place of Jurisdiction being Paris.

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SIGNATURE

Asheboro Elastics, Inc. Mr. Gifford Del Grande Director

SIGNATURE

Delfingen FR-Anteuil S.A Mr Gérald STREIT CEO

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**RECORDED: 03/19/2018**