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KECOK		DEPARTMENT OF COMMERCE			
(REV. 6-93)		Patent and Trademark Office			
OMB NO. 0651-0011 P09/REV01 PA		1			
	00964766	documents or copy thereof.			
1. Name of the conveying party (ies):	2. Name and address of the				
		F ()			
Thomas R. DiRocco	Name: GTW Space System	ms, L.L. C.			
Additional name(s) of conveying party(ies) attached? Yes No	Internal Address:				
Additional name(s) of conveying party(its) attached.	Street Address: 12555 En	terprise Boulevard			
	1				
3. Nature of conveyance: 3 - 9 - 9 9	City: Largo State: Florida	ZIP: 33773			
Assignment Merger	Addistructions of the address of) -wb-d2			
Security Agreement Change of Name	Additional name(s) & address(es) attached?			
Other:					
Execution Date: February 4, 1999					
4. Application number(s) or registration number(s):					
If this document is being filed together with a new application, the execution date of the application is:					
A. Patent Application No.(s)	B. Patent No.(s)				
A. Fatem Application No.(8)	B. Tatent 140.(3)				
09/190,726 filed November 12, 1998					
Additional numbers attached? Yes No					
5. Name and address of party to whom correspondence	6. Total number of applications and patents involved:				
concerning document should be mailed:	One (1) 7. Total fee (37 CFR 3.41):\$ 40.00				
Name Inch C. Dair	/. 1 otal fee (3 / CFR 3.41):\$ 40.00			
Name: Joel E. Bair	Enclosed				
Internal Address: RADER, FISHMAN, GRAUER & MCGARRY	Authorized to be c	harged to deposit account			
Street Address: 171 Monroe Avenue, NW, Suite 600					
City: Grand Rapids, Michigan 49503	8. Deposit account number	er: <u>18-0013</u>			
	1	s page if paying by deposit account)			
DO NOT USE THIS SPACE Charge 40.00					
Charles 70.00					
9. Statement and signature. To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the					
original document.					
original documera.					
Joel E. Bair, Reg. No. 33,356		February 4, 1999			
Signature		Date			

Total number of pages including cover sheet, attachments and document: 3 Atty. Docket No. 70441-44

ASSIGNMENT

WHEREAS, THOMAS R. DiROCCO, residing at 1006 Mainsail Drive, Suite 221, Maples, Florida 34114 (hereinafter "Assignor") has invented certain new and useful improvements in a

ADJUSTABLE COUNTERBALANCE ASSEMBLY FOR PANEL BED

for a full description of which reference is here made to an application for Letters Patent of the United States of America executed by Assignor as of the respective dates associated with his/her name herein; and

WHEREAS, GTW SPACE SYSTEMS, L.L.C, a limited liability company of the State of Michigan, having its principal office and place of business in the City of Largo, County of Pinellas, State of Florida, (hereinafter "Assignee") is desirous of acquiring the entire right, title, and interest in, to, and under said invention and application above-identified, and in, to, and under any Letters Patent that may be obtained for said invention, together with all foreign rights corresponding thereto, as hereinafter more fully set forth.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN, be it known that, for and in consideration of the sum of One Dollar (\$1.00), and other valuable and legally sufficient consideration, the receipt of which by Assignor from Assignee is hereby acknowledged, Assignor has agreed to sell, assign, and transfer and by these presents does hereby sell, assign, and transfer unto Assignee the entire right, title, and interest in, to, and under: said invention and application above identified; any Letters Patent of the United States of America that may be obtained in respect thereof; any corresponding applications for Letters Patent and Letters Patent therefor in all other areas of the world; and any reissues, extensions, substitutions, confirmations, divisions, and continuations of any of the foregoing (hereinafter "Invention Rights"), to have and to hold for the sole and exclusive use and benefit of Assignee forever.

Assignor hereby covenants and agrees, for himself/herself and for his/her respective legal representatives, to assist and cooperate with Assignee in the preparation and prosecution of any applications included within the Invention Rights and in the prosecution or defense of any interference, opposition, or other proceeding that may arise in connection with any applications or Letters Patent included within the Invention Rights and further to execute and deliver to Assignee any and all additional papers that may be requested by Assignee for the purpose of implementing the terms of this ASSIGNMENT.

Assignor hereby authorizes and empowers Assignee to invoke and claim for any applications or Letters Patent included within the Invention Rights the benefit of any rights to which Assignor might be entitled under international law or under the laws of any particular country (such as, without limitation, the right of priority provided by the International Convention for the Protection of Industrial Property, as amended) and to invoke and claim such rights without further written or oral authorization from Assignor.

Assignor hereby consents that a copy of this ASSIGNMENT shall be deemed a full legal and formal equivalent of any assignment, consent to file, or like document that may be required in any particular country for any purpose and more particularly in proof of the right of Assignee to claim the aforesaid benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended.

Assignor covenants and agrees that this ASSIGNMENT and all of the terms hereof shall inure to the benefit of the successors, assigns, legal representatives, or nominees of Assignee, without further written or oral authorization from Assignor.

Assignor hereby authorizes and requests Assignee to fill in the following blanks specifying the United States Serial No. and filing date for said application above identified:

U.S. Serial No. 09/190,726

Filed 11/12/98

but Assignee's failure to do so shall have no bearing whatsoever upon the validity or legal effect of this ASSIGNMENT.

-1-

G0018949

PATENT **REEL: 9752 FRAME: 0689**

Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States Patent and Trademark Office to issue Letters Patent to Assignee in accordance with the terms of this ASSIGNMENT.

IN TESTIMONY WHEREOF, the said Assignor has hereunto set his hand on the date indicated below.

Dated:	2.4.99		SIGNATUI	RE: Tomes & Miles
			NAME:	THOMAS R. DiROCCO
STATE OF <u>F</u>	lorida Pah Seach	_))ss. _)		
THOMAS R. I	<u>DiROCCO</u> , to me kr	nown and known to	me to be th	9 <u>99</u> , personally appeared before me the above-named are person described in and who executed the foregoing instrument the purposes set forth in said instrument.
Notary Public	Seyera	_Count	TINA BEF MY COMMISSIO EXPIRES: A Bonded Thru Notary	DN # CC 733598 pnl 13, 2002
My commissio	n evnirer			