



05-28-1999



101049964

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☐ **Correction of PTO Error**
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Conveyance Type

☒ **Assignment** ☐ **Security Agreement**

☐ **License** ☐ **Change of Name**

☐ **Merger** ☐ **Other**

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☐ **Departmental File** ☐ **Secret File**

Conveying Party(ies)

☐ Mark if additional names of conveying parties attached

Execution Date
Month Day Year
 2/8/97

Name (line 1) Bartronix, Inc.

Name (line 2)

Second Party

Name (line 1)

Name (line 2)

Execution Date
Month Day Year

Receiving Party

☐ Mark if additional names of receiving parties attached

Name (line 1) Allgood Products, Inc.

Name (line 2)

Address (line 1) 5209 Caliente Drive

Address (line 2)

Address (line 3) Arlington Texas 76017
City State/Country Zip Code

☐ If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment.)

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name Allgood, Fred A.

Address (line 1) 4028 Inwood Rd.

Address (line 2) Fort Worth, Texas 76109

Address (line 3)

Address (line 4)

05/19/1999 SARAYA 00000156 07882696

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Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231
PATENT

REEL: 009968 FRAME: 0620

Correspondent Name and Address

Area Code and Telephone Number

210 886-9500

Name Ryann, William F.

Address (line 1) GUNN, LEE & KEELING

Address (line 2) 700 N. St. Mary's St., Suite 1500

Address (line 3) San Antonio, Texas 78205

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

3

Application Number(s) or Patent Number(s)

☐ Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Patent Application Number(s)

Patent Number(s)

5,353,012		

If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named executing inventor.

Month Day Year

Patent Cooperation Treaty (PCT)

Enter PCT application number
only if a U.S. Application Number
has not been assigned.

PCT PCT PCT
PCT PCT PCT

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$

40.00

Method of Payment:
Deposit Account

Enclosed ☒ Deposit Account ☐

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes ☐ No ☐

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. Charges to deposit account are authorized, as indicated herein.

William F. Ryann
Name of Person Signing

William F. Ryann
Signature

5/13/99
Date



**AMENDMENT TO ASSIGNMENT OF ALL
PATENT INTERESTS AND EXCLUSIVE
PRODUCTION, SALES AND MARKETING AGREEMENT**

THIS AMENDMENT TO ASSIGNMENT OF ALL PATENT INTERESTS AND EXCLUSIVE PRODUCTION, SALES AND MARKETING AGREEMENT (the "Amendment") made and entered into as of February 8, 1997, by and between Allgood Products, Inc., a Texas corporation ("Allgood") and Bartronix, Inc., a Texas corporation ("Bartronix").

WITNESSETH:

WHEREAS, the parties entered into that certain Assignment of All Patent Interests and Exclusive Production, Sales and Marketing Agreement (the "Assignment") on or about December 12, 1994, for the purpose of an exclusive license from Bartronix to Allgood for the production, marketing and distribution of one certain bed activity monitor system identified as the "Bed Monitor System"; and

WHEREAS, the Bed Monitor System is the subject of U.S. Patent No. 5,353,012 for Bed Position and Activity Sensing Apparatus issued to Bartronix, as Assignee of Application No. 882,696, by the United States Patent and Trademark Office ("PTO") on or about October 4, 1994; and

WHEREAS, Dexide, Inc., a Texas corporation ("Dexide") has entered into an agreement to purchase all the issued and outstanding capital stock of Allgood and as a condition precedent to such agreement has required Allgood to obtain an amendment to certain terms and conditions of the Assignment; and

WHEREAS, Allgood and Bartronix are willing to so amend such terms and conditions of the Assignment.

NOW, THEREFORE, for and in consideration of the mutual covenants, rights, and obligations set forth in this Amendment, the benefits to be derived from them, and other good and valuable consideration, the receipt and sufficiency of which Allgood and Bartronix hereby acknowledge and confess, Allgood and Bartronix hereby agree that the Assignment is hereby amended as follows:

1. All capitalized terms used herein shall have the meanings ascribed to them in the Assignment, unless otherwise provided herein.

2. Paragraph 12 of the Assignment is amended to read in its entirety as follows:

12. Termination. If this Agreement is terminated, for any reason, by either ALLGOOD or BARTRONIX, or by operation of law, ALLGOOD shall thereafter have the right, on a non-exclusive basis, to purchase the BED MONITOR SYSTEM from BARTRONIX on a competitive basis. In the event that ALLGOOD terminates the employment of Russell Barham, there shall be effected no change in the agreed upon net sales figure of 3%, which

shall remain unchanged and shall not increase for the remainder of the royalty agreement.

3. It is hereby expressly acknowledged, agreed and confirmed that the Bed Monitor System referred to in the Assignment is the apparatus described in U.S. Patent No. 5,353,012, issued on or about October 4, 1994 by the PTO to Bartronix, as assignee therein, and that the Assignment, both as originally written and as herein amended, grants an exclusive and worldwide license to Allgood to produce, market, sell, and distribute any and all products and components thereof described in the following patents, patent applications, reissues, divisions, continuations, continuations-in-part, and extensions thereof, together with the underlying inventions and all foreign rights pertaining thereto (a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference for all purposes):

<u>REG. DATE</u>	<u>TITLE</u>	<u>NUMBER</u>	<u>REG. INVENTOR</u>
October 4, 1994	Bed Position and Activity Sensing Apparatus	5,353,012	Russell Barham William B. Basham Tommy E. Hyde

<u>APPLICATION FILING DATE</u>	<u>TITLE</u>	<u>APPLICATION SERIES CODE/ SERIAL NUMBER</u>	<u>INVENTOR</u>
May 14, 1992	Bed Position and Activity Sensing Apparatus	882,696	Russell Barham William B. Basham Tommy E. Hyde

together with any and all later-filed patent applications and any and all later-issued patent registrations, if any, whether or not same are related or pertain to the Bed Monitor System, directly or indirectly, which Bartronix, Russell Barham, William B. Basham, and/or Tommy E. Hyde may hereafter have or acquire, together with the underlying inventions and all foreign rights pertaining thereto.

4. Bartronix and Allgood hereby represent and warrant to each other, and for the express benefit of Dexide, that the execution of this Amendment by each of them has been and is authorized duly authorized, and all resolutions of the directors, shareholders and any other corporate action necessary to authorize the entering into and execution by each such corporation of this Amendment have been duly and timely taken, have not been revoked, expired or amended, and remain in full force and effect upon the execution of this Amendment.

5. All terms and provisions of the Assignment are hereby ratified and affirmed except as amended by this Amendment and except to the extent such terms and provisions conflict with this Amendment. In the event any term or provision of the Assignment conflicts directly or indirectly with this Amendment, such term or provision shall be and is hereby amended to remove any such conflict.

EXECUTED as of the date first set forth above.

ALLGOOD PRODUCTS, INC.

By: Fred A. Allgood
Name: Fred A. Allgood
Its: President / CEO

BARTRONIX, INC.

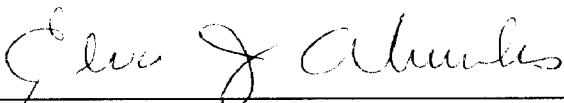
By: Russell Barham
Name: Russell Barham
Its: V. A. Research & Development



CERTIFICATE OF MAILING

I hereby certify that this paper (along with any paper referred to as being attached or enclosed) is being deposited on the date shown below with the United States Postal Service in an envelope addressed to the "Assistant Commissioner for Trademarks, 2900 Crystal Drive, Arlington, Virginia 22202-3513", as follows:

<p><u>37 CFR 1.8(a)</u></p> <p><input type="checkbox"/> With sufficient postage as First Class Mail.</p> <p>Date: <u>May 13</u>, 19<u>99</u></p>	<p><u>37 CFR 1.10</u></p> <p><input type="checkbox"/> As "Express Mail Post Office to Addressee", Mailing Label No. _____.</p> <p>Date: _____, 19__</p>
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ELVA J. ABUNDIS