

06-07-1999

## ACTION FORM COVER SHEET

U.S. DEPARTMENT OF COMMERCE  
PATENT AND TRADEMARK OFFICE

## PATENTS ONLY

MAD 6-4-99

To the Hon



101057870

arks: Please record the attached original documents or copy thereof.

1. Name Standex International Corporation2. Name and address of receiving party(ies):  
Name: Williams Healthcare Systems LLC

Internal Address: \_\_\_\_\_

Additional name(s) of conveying party(ies) attached? Yes ☒ No

3. Nature of conveyance:

X Assignment Merger  
Security Agreement Change of Name  
Other \_\_\_\_\_Street Address 80 Hundreds RoadCity: Wellesley Farms State: MA ZIP: 02481-1403Execution Date: April 30, 1999Additional name(s) & address(es) attached? Yes ☒ No

4. Application number(s) or patent 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)

See attached Exhibit A

1167092

Additional numbers attached? X Yes No

5. Name and address of party to whom correspondence

Concerning document should be mailed:

Name: Steven J. Goldstein, Esq.Internal Address: FROST & JACOBS LLPStreet Address: 2500 PNC CENTER  
201 East Fifth StreetCity: Cincinnati State: OH ZIP: 452026. Total number of applicants and patents involved: 147. Total fee (37 CFR 3.41).... \$ 560.00

X Enclosed

X Any deficiency in enclosed fee is authorized to be charged to deposit account

06-2226

8. Deposit Account Number

(Attach duplicate copy of this page if paying by deposit count)

DO NOT USE THIS SPACE

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.*Steven J. Goldstein Reg. No. 28,079

Name of Person Signing, Registration Number

Signature

21 May, 1999  
Date

Total number of pages including cover sheet, attachments, and document

5

648666.01

06/07/1999 DNGUYEN 00000068 1167092

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560.00 0P

PATENT  
REEL: 009987 FRAME: 0885

EXHIBIT A

U.S. Patent No.	Issue Date
4,401,110	8/30/83
4,523,581	6/18/85
4,648,389	3/10/87
4,660,549	4/28/87
4,660,817	4/28/87
4,856,497	8/15/89
4,722,328	2/2/88
4,724,554	2/16/88
4,850,343	7/25/89
5,192,306	3/9/93
5,774,915	7/7/98
5,778,467	7/14/98
5,784,734	7/28/98
5,794,286	8/18/98

648666.01

## ASSIGNMENT OF PATENT

**WHEREAS, STANDEX INTERNATIONAL CORPORATION**, ("Standex"), a Delaware corporation with offices at 6 Manor Parkway, Salem, New Hampshire 03079, has been using, and is the owner of all rights in and to the following patents and the goodwill of the business associated with said patents:

<u>Country</u>	<u>Patent No.</u>	<u>Date Issued</u>	<u>Title</u>
Canada	1,167,092	5/8/84	Patient Treatment Table
Canada	1,339,898	Assignment of Patent (Case SDX-14)	Chiropractic Manipulation Table w/Flexion/Distracton Headpiece
United States	4,401,110	8/30/83	Patient Treatment Table
United States	4,523,581	6/18/85	Chiropractic Table Cushion Drop Release Mechanism
United States	4,648,389	3/10/87	Patient Treatment Table
United States	4,660,549	4/28/87	Adj. Head Support for Chiropractic Table
United States	4,660,817	4/28/87	Multi Step Control Apparatus for Patient Treatment Table
United States	4,856,497	8/15/89	Portable Collapsible Treatment Table
United States	4,722,328	2/2/88	Chiropractic Manipulation Table
United States	4,724,554	2/16/88	Tilting Patient Treatment Table Having Safety Switch Mat Mechanism
United States	4,850,343	7/25/89	Assist Handle for Chiropractic Treatment Table
United States	5,192,306	3/9/93	Chiropractic Manipulation Table with Flexion/Distracton Headpiece
United States	5,774,915	7/7/98	Patient Treatment Apparatus
United States	5,778,467	7/14/98	Patient Treatment Apparatus
United States	5,784,734	7/28/98	Patient Treatment Apparatus
United States	5,794,286	8/18/98	Patient Treatment Apparatus

**WHEREAS**, Standex is transferring substantially all of the business assets of its Williams Healthcare Systems division and the business to which the above patents relate to Williams Healthcare Systems LLC, an Ohio company having a principal place of business at 80 Hundreds Road, Wellesley Farms, Massachusetts 02481-1403 (the "Company"); and

**WHEREAS**, as a part of said transfer of business assets, Standex desires to transfer to the Company, the above-mentioned patents, the right to take over prosecution of said patents and all rights in and to any patents which may issue from the said patents;

**NOW, THEREFORE**, Standex does hereby assign unto the Company all of Standex's entire right, title and interest in and to all of the inventions and technology embodied in the patents listed above (including the right to take over prosecution of any patents pending and all ownership rights of Standex in and to any patent which may issue from the patents pending) and in and to all any and applications for patents in other countries in the world involving the patents listed herein;

**AND FURTHER**, Standex does hereby fully assign unto the Company all of Standex's entire right, title and interest in and to and all patents which may be granted therefore and which may be filed thereon, and all reissues, revivals, re-filings, continuations, divisionals, continuations-in-part, re-examinations, renewals and extensions thereof; and in all rights arising under or pursuant to any and all international agreements, treaties or laws relating to the protection of industrial property, including rights of priority resulting from the filing of any of said patent applications and in and to the right of Standex to sue, either at law or equity and to recover for any past or future infringement of the patent listed herein and invention relating thereto.

**AND FURTHER**, Standex hereby authorizes and requests the United States Commissioner of Patents and Trademarks and all other issuing authorities to issue all Patents on said invention or resulting therefrom to the Company as assignee of the entire interest, and covenants that Standex has the full right to do so, and agrees that Standex will communicate to the Company or its representatives any facts known to it respecting said inventions and testify in any legal proceeding, execute all divisional, continuing and reissue applications and all assignments of said inventions and of the right to apply for Letters Patents therefrom in all countries, make all rightful oaths, sign all other lawful papers and generally do everything reasonably possible to aid the Company, its successors, assigns and nominees, to obtain and enforce proper patent protection for said invention in all countries in the world all at the sole expense of the Company.

**AND FURTHER**, Standex authorizes any officer of the Company to execute on behalf of Standex all documents necessary for the filing of any such applications including divisional, continuing and reissue applications and all assignments of said inventions and all documents necessary to apply for Letters Patents therefore in all countries including making all rightful oaths, signing all other lawful papers, and generally doing everything reasonable and necessary on behalf of Standex to obtain and enforce proper patent protection for the Company for said inventions in all counties in the world.

**IN WITNESS WHEREOF**, Standex has executed this instrument effective the 30<sup>th</sup> day of April, 1999.

**STANDEX INTERNATIONAL CORPORATION**

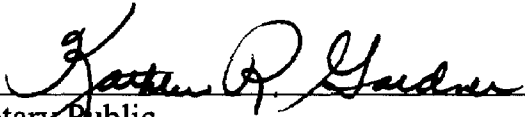
By:

  
Edward J. Trainor

Its: President/CEO

STATE OF NEW HAMPSHIRE  
COUNTY OF ROCKINGHAM, SS

Subscribed and sworn to before me in the City of Salem in the State of New Hampshire, on this 30<sup>th</sup> day of April, 1999.

  
Notary Public

My Commission Expires: 12/18/2001

Ref:M:Legal/Word/Dis/Wms/Patent Assignment