

04-12-2001

FORM PTO-1619A
Expires 06/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
PATENT



R 101661190 .ET
PATENTS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

New

Resubmission (Non-Recordation)
Document ID # _____

Correction of PTO Error
Reel # _____ Frame # _____

Corrective Document
Reel # _____ Frame # _____

Conveyance Type

Assignment Security Agreement

License Change of Name

Merger Other _____

U.S. Government
(For Use ONLY by U.S. Government Agencies)

Departmental File Secret File

3.26-01

11040 U.S. PTO
29/139172
03/26/01

Conveying Party(ies)

Mark if additional names of conveying parties attached

Name (line 1) Timothy Michael O'Hare

Execution Date: Month 02, Day 22, Year 2001

Name (line 2) _____

Second Party

Name (line 1) Shawn Christopher Stanton

Execution Date: Month 02, Day 22, Year 2001

Name (line 2) _____

Receiving Party

Mark if additional names of receiving parties attached

Name (line 1) Bernhardt, L.L.C.

Name (line 2) Post Office Box 740

Address (line 1) 1839 Morgnton Blvd.

Address (line 2) _____

Address (line 3) Lenoir North Carolina 28645

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 _____

Address (line 1) _____

Address (line 2) _____

Address (line 3) _____

Address (line 4) _____

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

03/29/2001 SZEMIE1 0000050 29139172
40.00 DP
02 FC:581

Correspondent Name and Address

Area Code and Telephone Number

(336) 273-4422

Name Howard A. MacCord, Jr.

Address (line 1) RHODES & MASON, P.L.L.C.

Address (line 2) Post Office Box 2974

Address (line 3) Greensboro, North Carolina 27402

Address (line 4)

Pages

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

5

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)

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

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
02 22 2001

Patent Cooperation Treaty (PCT)

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

PCT <input type="text"/>	PCT <input type="text"/>	PCT <input type="text"/>
PCT <input type="text"/>	PCT <input type="text"/>	PCT <input type="text"/>

Number of Properties

Enter the total number of properties involved.

1

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$ 40.00

Method of Payment:

Enclosed

Deposit Account

Deposit Account

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

Deposit Account Number:

18-1164

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.

Donna Cottelli

Name of Person Signing

Donna Cottelli

Signature

3/26/01

Date

ASSIGNMENT

This Assignment made by us, Timothy Michael O'Hare, a citizen of the United States of America, residing at 3209 Allerton Circle, Apartment E, City of Greensboro, County of Guilford, State of North Carolina, and Shawn Christopher Stanton, a citizen of the United States of America, residing at 1941 E. Eastchester Drive, City of High Point, County of Guilford, State of North Carolina, hereinafter referred to as assignors.

WITNESSETH: That,

WHEREAS, we are the joint inventors of a new and original design for a BED for which we are about to make application for Letters Patent of the United States, and for which we have executed a declaration on the day of , 2001.

WHEREAS, Bernhardt, L.L.C., a corporation duly organized and existing under the laws of the State of North Carolina and having a principal place of business in Lenoir, County of , State of North Carolina, hereinafter referred to as assignee, is desirous of acquiring the entire right, title and interest in and to said invention as described in the specification executed by us concurrently herewith, and any and all Letters Patent which shall be granted therefore;

NOW, THEREFORE, To All Whom It May Concern, be it known that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, we, the said assignors, have sold, assigned, transferred and set over unto the said assignee, its successors and assigns, the entire right, title and interest in and to the above-mentioned application and invention and in and to any and all Letters Patent of the United States which may hereafter be granted therefore, and in any and to any and all continuations, continuations-in-part, substitutions, divisions or reissues of said Letters Patent, the same to be held and enjoyed by the said assignee, for its interest, and for its own use and behalf, and the use and behalf of its

successors and assigns, to the full end of the term for which said Letters Patent may be granted as fully and entirely as the same would have been held and enjoyed by us had this assignment and sale not been made.

And for the consideration aforesaid, we hereby covenant and agree to and with the said assignee, its successors and assigns, that at the time of the execution and delivery of these presents we are the joint and lawful owners of the entire right, title and interest in and to the invention, application and Letters Patent above-mentioned and that the same are unencumbered, and that we have good right and lawful authority to sell and convey the same in the manner herein set forth.

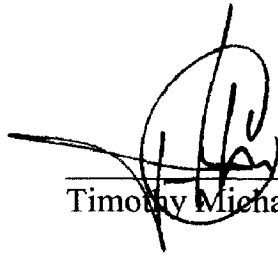
And for the consideration aforesaid, we hereby covenant and agree to and with the said assignee, its successors and assigns, that we will, whenever its counsel or the counsel of its successors and assigns, learned in the law, shall advise that an amendment, division, continuation, continuation-in-part, or substitution of, or any other proceeding in connection with said application, including interference proceedings, is lawful and desirable, sign all papers and drawings, take all rightful oaths, and do all acts necessary or required to be done for the procurement of valid Letters Patent for said invention, or for the reissue of the same without charge to our said assignee, its successors or assigns, but at its or their expense.

We hereby request the Assistant Director for Patents to issue the Letters Patent in accordance with this instrument.

For the consideration aforesaid, we have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto the said assignee, its successors, assigns or nominee, the entire right, title and interest in and to any and all Letters Patent for said invention which may be granted in countries foreign to the United States and in and to any

applications for Letters Patent which may be filed for said invention in countries foreign to the United States and in and to the invention described in said application; and we hereby authorize and empower the said assignee, its successors, assigns or nominees to apply for Letters Patent or other form of protection on said invention in its own name or in the name of its successor, assignee, or nominee, in any and all countries where it may desire to file such application and where said application may be filed by another than the inventor; and we hereby covenant and agree to sign all papers and drawings, take all rightful oaths, and do all acts necessary or required to be done for procurement of Letters Patent, or other form of protection, for said invention or inventions in countries foreign to the United States, and for further investing or confirming the right and title therein to the assignee, its successors, assignee, or nominee, without charge to our said assignee, its successor, assignee or nominee, but at its or their expense.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on the date(s) indicated below.



Timothy Michael O'Hare

Date: 2-22-01



Shawn Christopher Stanton

Date: 2-22-01