

FORM PTO-1596 (Rev. 6-93) OMB No. 0651-0011 (exp. 4/94) Tab settings To the Honorable Commission

01-17-2002

1/17 SHEET .Y

U.S. DEPARTMENT OF COMMERCE Patent and Trademark



101951689

the attached original documents or copy thereof.

1. Name of conveying party(ies): DO Group Holdings, Inc., a Utah Corporation d/b/a Domore Seating

2. Name and address of receiving party(ies) Name: Lux Steel, Inc. Internal Address: 21209 Protecta Drive

3. Nature of conveyance: [X] Assignment [] Merger [] Security Agreement [] Change of Name [] Other Execution Date: October 2, 2001

JAN 11 2002 Street Address: City: Elkhart State: IN ZIP: 4651 Additional name(s) & address(es) attached? [] Yes [X] 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) 6,651,586 See Exhibit A attached to Assignment of Patent, Trademark and Trade Name

B. Patent No.(s) See Exhibit A attached to Assignment of Patent, Trademark and Trade Name Additional numbers attached? [X] Yes [] No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: David G. Thomas, Attorney for Lux Steel, Inc. Internal Address: 401 West High Street Street Address: City: Elkhart State: IN ZIP: 46516

6. Total number of applications and patents involved: 4 7. Total fee (37 CFR 3.11).....\$ 160.00 [X] Enclosed [] Authorized to be charged to deposit account 8. Deposit account number: (Attach duplicate copy of this page if paying by deposit account)

01/16/2002 LINDELLER 00000154 6651586 01 FC:581 160.00 RP

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. Greg Lucchese, President of Lux Steel, Inc. Name of Person Signing

Signature: Greg Lucchese

11-19-01 Date

Total number of pages including cover sheet, attachments, and document: 7

EXHIBIT "A"
PATENTS AND PATENTS APPLIED FOR

<u>Patent</u>	<u>Patent No.</u>	<u>Effective Through</u>
Laterally-Adjustable Armrest for a Chair	6,651,586	October 14, 2014
Laterally-Adjustable Armrest for a Chair	5,676,483	July 29, 2014
Posture Chair for Exceptionally Heavy Occupants	6,059,239	May 9, 2017

<u>Patents Applied For</u>	<u>Attorney Docket No.</u>	<u>Status</u>
Adjustable Chair Mechanism	274920/54081	First Action

ASSIGNMENT OF PATENT, TRADEMARK AND TRADENAME

THIS ASSIGNMENT is made and entered into this 2nd day of October, 2001, from DO Group Holdings, Inc., a Utah corporation ("Seller"), MITY Enterprises ("MITY"), and Lux Steel, Inc., an Indiana corporation ("Buyer");

RECITALS:

WHEREAS, Seller is the owner of all right, title and interest in and to the patents and the patents applied for as referenced on the attached Exhibit "A" (hereinafter "Patents"); and

WHEREAS, Seller has registered with the United States Patent & Trademark office the trademarks and tradenames referenced on the attached Exhibit "B" (hereinafter "Trademarks"); and

WHEREAS, Seller desires to sell and transfer all of its right, title and interest in and to the Patent and Trademarks and Seller's parent corporation, MITY, desires to consent to the same; and

WHEREAS, Buyer is desirous of acquiring all of Seller's right, title and interest in and to the Patent and Trademarks.

NOW, THEREFORE, it is agreed between the parties as follows:

1. **Assignment.** For and in consideration of the sum of One and 00/100 Dollar (\$1.00) and in connection with that certain Agreement for Purchase and Sale of Assets dated September 30, 2001, and for all other good and valuable consideration, the receipt and sufficiency is hereby expressly acknowledged, Seller transfers and assigns to Buyer all right, title and interest in and to the Patents (including the inventions, letters patent and application for letters patent, and any reissue or reissues of the patents already granted and that may be granted on the application), and the Trademarks and/or any variations thereof, the same to be held and enjoyed by Buyer for its own use and for the use and enjoyment of its successors and assigns to the end of the term for which the Patent and Trademarks have been granted as fully and entirely as if the same would have been held and enjoyed by the Seller if the assignment had not been made. This Assignment shall be together with all claims for damages by reason of past infringement of the Patent or Trademarks, with the right to sue for and collect the same for its own use, and for the use of its successors and assigns.

2. **Authorization and Request.** Seller authorizes and requests the Commissioner of Patents and Trademarks to (i) issue any and all Patents of the United States of America on the inventions referenced on the attached Exhibit "A", and the Patents to Buyer as the Assignee of the interest herein assigned, and (ii) to issue to Buyer any and all Tradenames and/or Trademarks of the

United States of America on the Tradename and Trademark referenced on the attached Exhibit "B".

3. **Ownership and Authority.** Seller represents and warrants to Buyer that it has the full right, power and authority to transfer, assign and convey the Patent and Trademarks herein assigned, and has not executed and will not execute any agreement in conflict with this Assignment.

4. **Consent.** MITY hereby joins the Assignment and does herewith convey and assign all of its right, title and interest in and to the Patent and Trademarks to Seller and consents to the Assignment herein.

5. **Cooperation.** Seller and MITY agree that they will at any time on the request of Buyer, execute and deliver any and all documents Buyer may deem necessary or desirable to perfect the title to the Patent and Trademarks that are or may be granted to Buyer by reason of this Assignment. Seller and MITY further agree that they will at any time on the request of Buyer provide information to Buyer regarding any fact relating to the invention referenced herein, the Patent and the Trademarks or the history thereof and testify as to the same in the event any litigation arises regarding the same.

IN WITNESS WHEREOF, Seller and MITY have executed this Assignment of Patent and Trademark on the day and year first above written.

DO GROUP HOLDINGS, INC.

MITY ENTERPRISES

By: John A. Johnson

By: John A. Johnson

Its: John A. Johnson Pres.
(Printed Name and Title)

Its: John A. Johnson V.P.
(Printed Name and Title)

LUX STEEL, INC.

By: Gregory M. Lucchese President
Gregory M. Lucchese, President

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, a Notary Public in and for said County and State, personally appeared John A. Johnson, the President of DO Group Holdings, Inc. and acknowledged the execution of the foregoing Assignment of Patent, Trademark and Tradename, and who having been sworn, state that any representations therein contained are true.

Witness my hand and Notarial Seal this 2nd day of October, 2001.

My Commission Expires:

April 7, 2007

David S. Thomas
DAVID G. THOMAS, Notary Public
Residing in Elkhart County, Indiana

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, a Notary Public in and for said County and State, personally appeared John A. Johnson, the Vice President of MITY Enterprises and acknowledged the execution of the foregoing Assignment of Patent, Trademark and Tradename, and who having been sworn, state that any representations therein contained are true.

Witness my hand and Notarial Seal this 2nd day of October, 2001.

My Commission Expires:

April 7, 2007

David S. Thomas
DAVID G. THOMAS, Notary Public
Residing in Elkhart County, Indiana

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, a Notary Public in and for said County and State, personally appeared Gregory M. Lucchese, the President of Lux Steel, Inc. and acknowledged the execution of the foregoing Assignment of Patent, Trademark and Tradename, and who having been sworn, state that any representations therein contained are true.

Witness my hand and Notarial Seal this 2nd day of October, 2001.

My Commission Expires:

April 7, 2007

David G. Thomas
David G. Thomas, Notary Public
Residing in Elkhart County, Indiana

EXHIBIT "B"
TRADEMARKS

<u>Registered Trademarks</u>	<u>Registration No.</u>	<u>Status</u>
Domore	23,366,493	Live
A2Z	1,756,143	Live