

06-14-2002

Form PTO-1595

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

Tab settings ⇌ ⇌ ⇌



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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Philip Alan Torbet
Roger Anton Sramek
David Steven Perry

06/01/02

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

3. Nature of conveyance:

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other _____

Execution Date: 05/30/2002

2. Name and address of receiving party(ies)

Name: SMARTBEDS, LLC

Internal Address: _____

Street Address: 2829 Bridgeway, Suite 105

City: Sausalito State: CA Zip: 94965

Additional 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: 05/30/2002

A. Patent Application No.(s) _____

B. Patent No.(s) _____

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: David E. Lovejoy

Internal Address: Fourth Floor

Street Address: 4 Embarcadero Center

City: San Francisco State: CA Zip: 94111

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00

☐ Enclosed☒ Authorized to be charged to deposit account

8. Deposit account number:

06-1325

DO NOT USE THIS SPACE

9. Signature.

06/13/2002 TDIAZ1 00000043 061325 10160542

01 FC:581

40.00 CH

David E. Lovejoy

Name of Person Signing

Signature

05/31/2002

Date

Total number of pages including cover sheet, attachments, and documents: 1

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

Atty Doc No: SMAR-01000US0 DEL

[Customer No: 21603]

Atty: David E. Lovejoy (Reg No: 22,748)

PATENT
REEL: 012978 FRAME: 0401JCE79 U.S. PTO
10/160542
06/01/02

JOINT TO COMPANY ASSIGNMENT

WHEREAS, the undersigned Inventors:

Inventor(1)	
Name	Philip Alan Torbet
Residence Address	125 Baypoint Drive, San Rafael, CA 94901

and

Inventor(2)	
Name	Roger Anton Sramek
Residence Address	88 Prospect Avenue, Sausalito, CA 94965

and

Inventor(3)	
Name	David Steven Perry
Residence Address	302 3 rd Street, Sausalito, CA 94965

have invented certain new and useful improvements in:

BED HAVING LOW BODY PRESSURE AND ALIGNMENT

and have executed a declaration or oath for an application for a United States patent disclosing and identifying the invention:

<input type="checkbox"/> For which the application for United States Patent was filed.	
Filed Date (mm/dd/yyyy):	
SC/Serial Number:	

or

<input checked="" type="checkbox"/> For which the declaration or oath for the application for United States Patent was executed.	
Execution Date (mm/dd/yyyy):	05/30/2002

WHEREAS, the ASSIGNEE is a Limited Liability Company which has the Name, is organized and exists under the laws of the State of Formation and has a principal Place of Business as follows:

ASSIGNEE	
Name:	SMARTBEDS, LLC
State of Formation:	California
Place of Business:	2829 Bridgeway, Suite 105, Sausalito, CA 94965

WHEREAS the ASSIGNEE wants to acquire the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered jointly or severally by said Inventors (all collectively hereinafter termed "said invention"), and in and to any and all patents, certificates of invention and other forms of protection thereon (hereinafter termed "patents") applied for or granted in the United States and/or other countries.

NOW THEREFORE, for good and valuable consideration acknowledged by each of said Inventors to have been received in full from said Assignee:

1. Said Inventors do hereby sell, assign, transfer and convey to said Assignee, the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply in any or all countries of the world for patents, certificates of inventions or other governmental grants on said invention, including the right to apply for patents pursuant to the International Convention for the Protection of Industrial Property or pursuant to any other convention, treaty, agreement or understanding; (c) in and to any and all applications filed and any and all patents, certificates of inventions or other governmental grants granted on said invention in the United States or any other country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said applications; (d) in and to each and every reissue or extension of any of said patents; and (e) in and to each and every patent claim resulting from a reexamination certificate for any and all of said patents.

2. Said Inventors hereby jointly and severally covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and other countries. Such cooperation by said Inventors shall include prompt production of pertinent facts and documents, giving of testimony, executing of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for complying with any duty of disclosure; (c) for prosecuting any of said applications; (d) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (e) for filing and prosecuting applications for reissue of any of said patents; (f) for interference or other priority proceedings involving said invention; and (g) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, reexamination proceedings, compulsory licensing proceedings, infringement actions and court actions; provided, however, that the

expense incurred by said Inventors in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this Assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventors, their respective heirs, legal representatives and assigns.

4. Said Inventors hereby jointly and severally warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

5. Each said Inventor hereby authorizes and requests the Commissioner for Patents to issue any and all of said patents in the United States to said Assignee, for Assignee's full use and enjoyment and for the use and enjoyment of Assignee's legal representatives and assigns, to the full end of the term for which said patents may be granted, as fully and entirely as the same would have been held by said Inventors had this Assignment not been made.

IN WITNESS WHEREOF, the said Inventors have executed this instrument on the date of acknowledgment before the Notary Public as given below and delivered this instrument to said Assignee.

(1) Philip Alan Torbet
(Inventor(1)'s Signature)

State of California)

County of Marin)

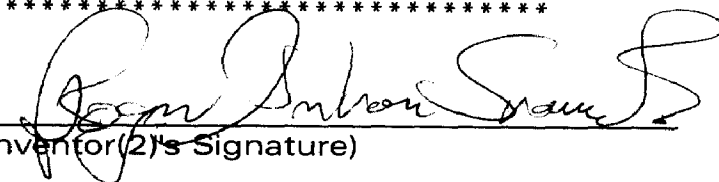
On 05/30/2002 before me, SUSAN DUPUIS, NOTARY PUBLIC
(name and title of officer)

personally appeared Philip Alan Torbet, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Susan Dupuis



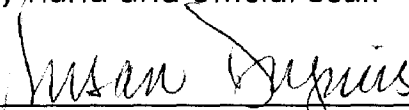
(2) 
(Inventor(2)'s Signature)

State of California)
County of Marin)

On 05/30/2002 before me, SUSAN DUPUIS, NOTARY PUBLIC
(name and title of officer)

personally appeared Roger Anton Sramek, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature 



(3) 
(Inventor(3)'s Signature)

State of California)
County of Marin)

On 05/30/2002 before me, SUSAN DUPUIS, NOTARY PUBLIC
(name and title of officer)

personally appeared David Steven Perry, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature 