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102435183

To the Honorable Commissioner of Patents and Trademarks and the Patent and Trademark Office, Washington, D.C. 20503, for the transmission of the enclosed original documents or copy thereof.

1 Name of conveying party(ies): David Rozon **4403**
Additional names(s) of conveying party(ies) Yes No

2. Name and address of receiving party(ies):
Name: Hunter Douglas Inc.
Address: One DuetteWay
City: Broomfield State/Prov.: CO
Country: USA ZIP: 80020
Additional name(s) & address(es) Yes No

3 Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other Purchase and Sale Agreement
Execution Date: 14 January 2001

4. Application number(s) or patent numbers(s):
If this document is being filed together with a new application, the execution date of the application is: _____
Patent Application No. Filing date
Additional numbers

B. Patent No.(s)
5,553,653
 Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Gary M. Polumbus - DORSEY & WHITNEY LLP
Registration No. 25,364
Address: 370 17th Street, Suite 4700
City: Denver State/Prov.: CO
Country: USA ZIP: 80202-5647

6. Total number of applications and patents involved: **1**
7. Total fee (37 CFR 3.41):.....\$ 40.00
 Enclosed - Any excess or insufficiency should be credited or debited to deposit account
 Authorized to be charged to deposit account
8. Deposit account number:
04-1415
(Attach duplicate copy of this page if paying by deposit account)

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.
Gary M. Polumbus
Name of Person Signing

Gary M. Polumbus Signature
April 1, 2003 Date
6

Docket No.:

FORM PTO-1695 (Modified) (Rev. 03-01)
 OMB No. 0651-0027 (exp. 6/30/2002)
 PDBA/REV03

RECORDATION FORM COVER SHEET
PATENTS ONLY

U.S. DEPARTMENT OF COMMERCE
 Patent and Trademark Office

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

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David Rozon

4.4.03

Additional names(s) of conveying party(ies) Yes No

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Address: One Duette Way

City: Broomfield State/Prov.: CO

Country: USA ZIP: 80020

Additional name(s) & address(es) Yes No

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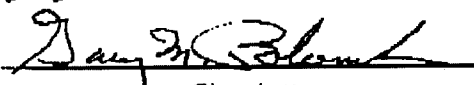
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Gary M. Polumbus  April 14, 2003

Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and
 Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patents & Trademarks, Box Assignments

6

PURCHASE AND SALE AGREEMENT
U.S. PATENT 5,553,653
CORD RETRACTOR FOR WINDOW BLINDS

This purchase and sale agreement (the "Agreement") is entered into on November 20, 2001 between David Rozon (the "Seller") and Hunter Douglas Inc. (the "Purchaser") (the Seller and the Purchaser being referred to jointly as the "Parties").

WHEREAS, David Rozon, residing at 538 Chartrand Street, Russel, Ontario Canada K4R1G1, is the sole owner of United States Patent 5,553,653 (the "Patent"), entitled "A Cord Retractor for Window Blinds," issued September 10, 1996.

WHEREAS, David Rozon desires to assign all right, title and interest to U.S. Patent 5,553,653 to Hunter Douglas Inc.

WHEREAS, Hunter Douglas Inc., having a place of business at One Duette Way, Broomfield, CO, 80020, desires to purchase all right, title and interest to U.S. Patent 5,553,653 from David Rozon.

TERMS

I. ASSIGNMENT

Seller assigns all right, title, and interest in U.S. Patent 5,553,653 to Purchaser for Purchaser to make, use, have made, offer for sale, sell or otherwise dispose of any products that are covered by the claims of the Patent. Seller agrees to execute the assignment document attached as exhibit A. Seller retains no ownership in the patent and has no license, express or implied, to exercise any rights under the patent.

II. CONSIDERATION

A. In consideration for Seller's assignment of the Patent to Purchaser, Purchaser agrees:

1. to pay Seller Forty Thousand United States Dollars (\$40,000 USD); and
2. to cover all legal expenses associated with re-instatement of the Patent.

B. **No** royalties will be paid to Seller by Purchaser for Purchaser making, having made, using, selling, offering for sale, or otherwise disposing of product covered by the Patent.

III. TERM

The term of the Agreement shall be for the life of the Patent. Purchaser shall have sole discretion to maintain the patent.

IV. WARRANTIES and REPRESENTATIONS

A. Seller warrants and represents:

1. That Seller is the sole owner of U.S. Patent 5,553,653, that the Patent is unencumbered and that Seller is entitled to freely assign all right, title and interest to the Patent.
2. That to the best of Seller's knowledge the Patent is valid and that Seller is not aware of any prior art that would render the Patent invalid.
3. That the Patent is not currently involved in litigation brought by or against the Seller.

B. Purchaser warrants and represents:

1. That Purchaser is financially stable and that Purchaser can meet all of the obligations set forth in Section II of this Agreement.

V. LITIGATION

Upon execution of the Agreement, Purchaser will have sole ownership of the Patent. If Purchaser files a law suit against another party, including the Seller, for infringement of the claims of the Patent, then Purchaser will pay all costs associated with the litigation and benefit in all rewards that stem from the litigation. Purchaser will control all aspects of the litigation. Because Seller is the inventor of the Patent, Purchaser may require the participation of Seller in a litigation. If the Seller does become involved in a litigation regarding the Patent, then the Purchaser will reasonably compensate the Seller, unless the Seller is an adverse party in the litigation. Seller agrees to cooperate with the Purchaser during any law suit involving the Patent and aid the Purchaser in defense of the validity of the Patent. Seller will also notify Purchaser of any infringement of the patent Seller becomes aware of.

VI. ASSIGNABILITY

Purchaser shall have the right to license, sub-license, assign or otherwise dispose of the Patent in any manner Purchaser deems appropriate.

VII. SEVERABILITY

The Parties agree that if any part, term, or provision of this Agreement shall be found illegal or in conflict with any valid controlling law, the validity of the remaining provisions shall not be affected thereby.

VIII. WAIVER, INTEGRATION, ALTERATION

- A. The waiver of a breach hereunder may be effected only by a writing signed by the waiving Party and shall not constitute a waiver of any other breach.
- B. This Agreement represents the entire understanding between the Parties, and supersedes all other agreements, express or implied, between the Parties concerning the Patent.
- C. A provision of this Agreement may be altered only by a writing signed by both Parties, except as provided in Section VII, above.

IX. COOPERATION

Each Party shall execute any instruments reasonably believed by the other Party to be necessary to implement the provisions of this Agreement.

X. CONSTRUCTION

This Agreement shall be construed in accordance with the substantive laws of the State of Colorado of the United States of America.

XI. NOTICES UNDER THE AGREEMENT

For the purpose of all written communications and notices between the Parties, their addresses shall be:

Seller: Mr. David Rozon
538 Chartrand Street
Russel, Ontario, Canada
K4R1G1

Purchaser: Intellectual Property General Counsel
Hunter Douglas Inc.
One Duette Way
Broomfield, CO, USA
80020

or any other addresses of which either Party shall notify the other Party in writing.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed by their duly authorized officers on the respective dates and at the respective places hereinafter set forth.

PURCHASER
Hunter Douglas Inc.

ATTEST:
By: Bill Halligan

Broomfield, CO
Signed at: 80020

By: Richard M. Peltz

Title: VP & GM

Date: 11/14/01

SELLER
Mr. David Rozon

ATTEST: L-M
By: Adrian Zah

Signed at: Ottawa Ontario
Canada

By: David Rozon

Date: Nov 20th 2001

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IV. WARRANTIES and REPRESENTATIONS

A. Seller warrants and represents:

1. That Seller is the sole owner of U.S. Patent 5,559,659, that the Patent is unencumbered and that Seller is entitled to freely assign all right, title and interest to the Patent.
2. That to the best of Seller's knowledge the Patent is valid and that Seller is not aware of any prior art that would render the Patent invalid.
3. That the Patent is not currently involved in litigation brought by or against the Seller.

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PURCHASER
Hunter Douglas Inc.

ATTEST:
By: *Bill Halligan*

By: *Richard M. Roberts*

Signed at: *Broomfield, CO*
80020

Title: *VP & GM*
Date: *11/14/01*

SELLER
Mr. David Rozon

ATTEST: *L-M*
By: *Adrian Zaki*

By: *David Rozon*

Signed at: *Ottawa Ontario*
Canada

Date: *Nov 20th 2001*