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RECORDATION FORM COVER SHEET  
PATENTS ONLY

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):

**Hal Sandy**

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

3. Nature of conveyance:

- Assignment  Merger
- Security Agreement  Change of Name
- Other **Addendum No. 1 to the Patent and Trademark Sale Agreement**

Execution Date: **August 22, 2003**

2. Name and address of receiving party(ies)

Name: **Texwood Furniture Ltd.**

Internal Address: **1353 W. 2nd Street**

Street Address:

City: **Taylor** State: **Texas** Zip: **76574**

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

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):

**D367,567**

Additional numbers attached?  Yes  No

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

Name: **Cooley Godward LLP**

Internal Address: **Patent Group**

Street Address: **Five Palo Alto Square  
3000 El Camino Real**

City: **Palo Alto** State: **CA** Zip: **94306-2155**

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: **03-3117**

The Commissioner is hereby authorized to charge any appropriate fees under 37 CFR 3.41 that may be required by this paper, and to credit any overpayment, to Deposit Account No. 03-3117. This paper is submitted in duplicate.

**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.*

**William S. Galliani, Reg. 33,885**

Name of Person Signing

Signature

Date

11-14-03

Total number of pages including cover sheet, attachments, and documents: **[4]**

Mail documents to be recorded with required cover sheet information to:

Mail Stop Assignment Recordation Services, Director of the U.S. Patent and Trademark Office  
P.O. Box 1450, Alexandria, VA 22313-1450

I hereby certify that this correspondence is being transmitted by facsimile addressed to Mail Stop Assignment Recordation, Facsimile Number (703) 306-5995, at United States Patent and Trademark Office, Alexandria, VA 22313-1450 on November 14, 2003.

By:

Dolores McKay  
Dolores McKay

**ADDENDUM NO. 1 TO THE PATENT AND TRADEMARK SALE AGREEMENT**

**THIS ADDENDUM NO. 1 ("Addendum")** to that certain Patent and Trademark Sale Agreement ("**Agreement**") last dated December 18, 1996 ("**Effective Date**") by and between Hal Sandy ("**Sandy**") and Texwood Furniture Corporation (now known as Texwood Furniture Limited) ("**Texwood**"), modifies and amends the Agreement as set forth below.

**WHEREAS**, under the Agreement (a copy of which is attached hereto as Exhibit A), Sandy intended to assign U.S. Patent #D367,567 ("study carrel with arcuate sides and desk tops") to Texwood;

**WHEREAS**, the Agreement contains a typographical error and erroneously references U.S. Patent #D347,567 ("coil protector"); and

**WHEREAS**, Texwood Furniture Corporation is now known as Texwood Furniture Limited;

**WHEREAS**, the parties wish to execute this instrument in order to cure any perceived defects in the patent assignment effected under the Agreement;

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, the parties, intending to be legally bound, hereby agree as follows:

1. As of the Effective Date, the phrase "US Patent #D347,567" appearing in the first sentence of Section 2 of the Agreement is hereby deleted in its entirety and replaced with the phrase "US Patent #D367,567".
2. The parties acknowledge and confirm that the final payment required under Section 3 of the Agreement was received in full by Sandy and that Sandy, in accordance therewith, immediately assigned U.S. Patent #D367,567 to Texwood.
3. This Amendment may be executed in counterparts, each of which will be considered an original, but all of which together will constitute the same instrument.
4. All other terms and conditions set forth in the Agreement will remain in full force and effect.

**IN WITNESS WHEREOF**, the parties have executed this Addendum as of the last date set forth below.

**HAL SANDY (Sandy)**  
 By: Hal Sandy  
 Date: 8/11/03

**TEXWOOD FURNITURE, LTD. (Texwood)**  
 By: Ray B. Smith  
 Date: 8/22/03

**Exhibit A**

**Patent and Trademark Sale Agreement**

**[This space intentionally left blank.]**

PATENT AND TRADEMARK SALE AGREEMENT

cyberCARREL<sup>tm</sup>

WHEREAS, Hal Sandy, (Sandy) an industrial designer with offices at 4937 Glendale Road, Shawnee Mission, Kansas 66205, has developed a unique and original study carrel, and also an original trademark for same, and WHEREAS, Texwood Furniture Corporation, (Texwood) a Texas corporation, with offices at 3508 East First Street, Austin Texas 78768, wishes to buy Sandy's rights to the trademark and designs, this agreement is written:

1. Sandy agrees to grant his exclusive rights to Texwood for the trademark cyberCARREL<sup>tm</sup> and his unique design for a study carrel, contingent on the paragraphs below.
2. Sandy warrants that the trademark for cyberCARREL<sup>tm</sup> has been submitted for registration in the U S Patent Office and that the study carrel design is patented under US Patent #D347,567. The trademark serial number assigned is 75185234.
3. Sandy warrants that he will immediately assign the trademark registration and patent to Texwood on receipt of final payment by Texwood.
4. With the receipt of this signed document from Texwood, Sandy will immediately send Texwood artwork for the trademark, his models, any information related to execution of the designs related thereto, as well as the original copy of the patent.
5. Under this agreement, Texwood agrees to pay Sandy for his rights the sum of \$5000, on or before January 31, 1997. The first payment being made in 1996, the second in January 1997.
6. Sandy agrees further to provide reasonable consultation with Texwood if needed in the development of this product. Texwood will reimburse Sandy for time and out of pocket expenses related thereto, and as agreed in advance. When payment has been made by Texwood to Sandy, Sandy will file the assignments for a fee of \$200 plus current filing fees.
7. This is the entire agreement between Sandy and Texwood regarding the trademark and the cyberCARREL<sup>tm</sup> patent. This agreement shall inure to the benefit of and be binding on the heirs, assigns and successors hereof.

Hal Sandy

12/13/96  
Date

  
Texwood Furniture Corporation

Date 12/18/96