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Form PTO-1595

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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):

Charles Pike

2. Name and address of receiving party(ies)

Name: CDR, Inc.

Internal Address: _____

Street Address: 700 Pennell Street

City: Henderson State: KY Zip: 42420

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

3. Nature of conveyance:

☐

Assignment

☐

Merger

☐

Security Agreement

☐

Change of Name

☒

Other Purchase and Sell Contract

Execution Date: 08/14/2002

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: _____

A. Patent Application No.(s) _____

B. Patent No.(s) 5,182,827

Additional numbers attached? ☐ Yes ☒ No

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

Name: Robert H. Eichenberger

Internal Address: Frost Brown Todd LLC

Street Address: 120 West Spring Street

Suite 400

City: New Albany State: IN Zip: 47150

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:

9. Signature.

Robert H. Eichenberger

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and documents: 5

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231PATENT
REEL: 014815 FRAME: 0464

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PURCHASE AND SELL CONTRACT

This Agreement, made and entered into on this the 14th day of August, 2002, by and between Charles Pike, 317 East Mill Road, Evansville, Indiana, hereinafter referred to as **SELLER**, and CDR, Inc., of Henderson, Kentucky, hereinafter referred to as **BUYER**.

WITNESSETH: That **WHEREAS**, **SELLER** desires to sell to **BUYER** and **BUYER** desires to purchase from **SELLER** all rights, title and interests in a "patent" relating to sheet-mattress retainers and the manufacturing process related thereto, more specifically identified as Patent No. 5,182,827; and

WHEREAS, the parties have reached an agreement concerning the purchase and sale of the patent rights and all interests therein, and desire to reduce said agreement to writing;

NOW, THEREFORE, in consideration of the mutual terms and conditions as set forth herein, the parties do hereby agree as follows:

1. **SALE**: The **SELLER** does hereby agree to sell and convey unto the **BUYER**, free and clear of all encumbrances, and the **BUYER** does hereby agree to purchase and pay for the personal property identified as Patent No. 5,182,827.

2. **PRICE**: The total purchase price for the personal property is \$10,000.00, payable by the **BUYER** to the **SELLER** upon the closing date.

3. **CLOSING DATE**: The closing date of this transaction shall be on the 14th day of August, 2002.

4. TITLE, GUARANTY, WARRANTY AND INDEMNITY: SELLER

both guarantees and warrants that he possesses good and marketable title to the Patent free and clear of any other claims and/or encumbrances, whether in equity and/or law, and conveys a marketable title to **BUYER**. **SELLER** agrees to indemnify and hold harmless **BUYER** from any claims, whether in equity or law, made or brought by any other persons or entities relating to the sheet-mattress retainers, Patent No. 5,182,827 and **SELLER** agrees to defend **BUYER** and pay any and all claims, including costs and attorney fees, but not to exceed the amount of \$1,000.00.

5. POSSESSION: **SELLER** shall deliver possession of the personal property unto the **BUYER** upon execution of the Agreement.

6. TAXES: Transfer taxes of any kind shall be paid by **SELLER**.

7. DEFAULT: In the event of a default on the part of the **SELLER**, **BUYER** may elect or declare this Contract at an end, all rights of the **SELLER** under this Contract cancelled, and any amounts paid by **BUYER** hereunder refunded to said **BUYER**.

8. ENTIRE AGREEMENT: The Purchase and Sell Contract represents the entire understanding between the parties and supersedes any and all prior understandings and/or writings.

9. SEVERABILITY: If any provision or portion of the Purchase and Sell Contract or the application of a provision is held invalid, the remainder of the provisions of the Purchase and Sell Contract shall remain valid.

IN TESTIMONY WHEREOF, witness the signatures of the parties hereto

on this date first above written.

SELLER:

Charles Pike
Charles Pike

BUYER:

CDR, INC.

By Paul Westburg

STATE OF INDIANA)

COUNTY OF VANDERBURGH)

The foregoing instrument was signed and acknowledged before me on this

14th day of August, 2002, by Charles Pike.

Kaye A. Miller
Notary Public
My Commission Expires 4.15.09

STATE OF KENTUCKY)

COUNTY OF HENDERSON)

The foregoing instrument was signed and acknowledged before me on this

14 day of August, 2002, by Ronald Lee Buggs, on

behalf of CDR, Inc.

Carol S. Newsum

Notary Public

My Commission Expires

3/5/05

PREPARED BY:

WOMACK LAW OFFICES

304 First Street

P. O. Box 637

Henderson, Kentucky 42419-0637

270\826-5040

By

Zack N. Womack
Zack N. Womack