

FORM PTO-1595

(Rev. 6-93)

## RECORDATION FORM COVER SHEET

U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

OMB No. 0651-0011 (exp 4/94)

## PATENTS ONLY

Tab settings

Attorney Docket

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

## 1. Name of conveying party(ies):

Michael S. Polsky (Receiver for Raffel Product Development Company, Inc.)

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

## 2. Name and address of receiving party(ies)

Name: Saukville Acquisition, LLCStreet Address: 150 Progress DriveCity: Saukville State: WI ZIP: 53080

## 3. Nature of conveyance:

☒ Assignment☐ Merger☐ Security AgreementExecution Date: September 7, 2004☐ Other:☐ Change of NameAdditional 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):

6492786

6422992

D390965

5014687

Additional Numbers attached? ☐ Yes ☒ No

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

Name: Kent A. Lee, Esq.Internal Address: Suite 2100Street Address: Reinhart Boerner Van Deuren, s.c.  
1000 North Water Street, Suite 2100City: Milwaukee State: WI ZIP: 532026. Total number of applications and patents involved: [4]7. Total fee (37 CFR 3.41) ..... \$160.00☐ Enclosed☒ Authorized to be charged to deposit account☒ Any deficiencies in enclosed fee should be charged to Deposit Account.

## 8. Deposit account number:

18-0882

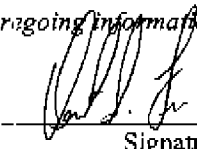
(Attach duplicate copy of this page if paying by deposit account)

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.*Kent A. Lee

Name of Person Signing

  
SignatureOctober 4, 2004

Date

Total number of pages including cover sheet, attachments, and document: [ 5 ]

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

Commissioner of Patents &amp; Trademarks, Box Assignments, Washington, D.C. 20231

CH \$160.00 180882 6492786

## ASSIGNMENT OF PATENTS

THIS ASSIGNMENT OF PATENTS (this "Assignment") is made as of the 8th day of September, 2004 (the "Effective Date"), by and between MICHAEL S. POLSKY ("Assignor"), Receiver for Raffel Product Development Company, Inc. (the "Company"), and SAUKVILLE ACQUISITION, LLC, a Wisconsin limited liability company ("Assignee"). (Assignor and Assignee are sometimes referred to hereinafter collectively as the "Parties" and individually as a "Party.")

### RECITALS

A. On August 12, 2004, the Company filed a Petition for the Appointment of a Receiver under the provisions of Chapter 128 of the Wisconsin Statutes in the Circuit Court (the "Court") for Ozaukee County, Wisconsin (the "Receivership Proceedings").

B. Pursuant to the Receivership Proceedings, Assignor is the assignee of the patents and/or patent applications listed in Appendix A, attached hereto and made a part hereof, as well as any and all patents maturing from a continuation, continuation-in-part, division, reissue or reexamination of any such patents and regardless of whether such patent matures from a convention or non-convention application, or any other substitution, renewal, extension, addition, utility model or other United States or foreign patent (the "Assigned Patents").

C. Assignor and Newco Acquisition, LLC entered into that certain Asset Purchase Agreement dated August 31, 2004 (the "Asset Purchase Agreement"), and Newco Acquisition, LLC assigned all of its rights and obligations in the Asset Purchase Agreement to Assignee pursuant to that certain Assignment of Asset Purchase Agreement.

D. Pursuant to the Asset Purchase Agreement and its subsequent assignment, Assignor desires by execution of this Assignment to grant an assignment of all of its rights, title and interest in and to the Assigned Patents to Assignee, and Assignee desires by execution of this Assignment to obtain an assignment of all its rights, title and interest in and to the Assigned Patents from Assignor.

### AGREEMENT

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the covenants and agreements set forth herein, Assignor and Assignee mutually agree as follows:

1. Assignment of the Assigned Patents. Subject to the terms, conditions and limitations set forth herein, Assignor hereby assigns and transfers to Assignee and its successors and assigns Assignor's entire right, title and interest in and to the Assigned Patents. The assignment of the Assigned Patents granted by Assignor to Assignee in this

Agreement is granted free and clear of all security interests, liens, encumbrances, claims or interests of any kind or nature.

2. Assignment of Accrued Enforcement Rights. Assignor hereby assigns and transfers to Assignee any and all claims or causes of action for infringement of any of the Assigned Patents that may have accrued prior to the effective date of this Assignment, together with the right to bring suit for and/or initiate any proceeding to collect any and all damages arising from said claims or causes of action.

3. Transfer. Assignor hereby irrevocably appoints Assignee as attorney-in-fact for Assignee to do all the acts required to transfer ownership of the Assigned Patents and authorizes Assignee, in the name and stead of Assignor, to take all actions necessary to complete the transfer of ownership.

4. Authority of the Court. Assignor hereby represents that at the time of execution of this Assignment, it has obtained authority of the Court to grant the rights granted to Assignee in this Assignment.

5. General Provisions

5.1 Merger and Integration. This Assignment, together with the Asset Purchase Agreement, represents the entire understanding of the Parties with respect to its subject matter and supersedes all prior agreements, written or oral, concerning the subject matter hereof and may not be changed or modified in any regard except by an instrument in writing and signed by the Parties hereto. No inference shall be drawn from any variance between this Assignment and any prior written negotiations or letters of intent with respect to, or drafts of, this Assignment. Each Party acknowledges that no representations, inducements, promises, commitments or agreements, orally or otherwise, have been made by any Party, or anyone acting on behalf of any Party, which are not embodied herein.

5.2 Severability. It is expressly agreed that if any term or provision of this Assignment is invalid or unenforceable in any jurisdiction, then such provision in such jurisdiction shall be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Assignment or affecting the validity or enforceability of any of the terms or provisions of this Assignment in any other jurisdiction.

5.3 No Waiver. Failure of any Party at any time to require performance of any provision of this Assignment shall not affect the right of any Party to require full performance thereafter; a waiver by any Party of a breach of any provision of this Assignment shall not constitute a modification of this Assignment or prevent that Party from again enforcing such term or condition in the future with respect to subsequent events.

5.4 Relationship of the Parties. The relationship established between the Parties by this Assignment shall be solely that of Assignor and Assignee. Neither

Party hereto shall have any right or shall attempt to enter into contracts or commitments on behalf of the other Party or to bind the other Party in any respect whatsoever.

5.5 Counterparts; Facsimile Signatures. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one document. This Assignment may be signed by facsimile, and facsimile signatures shall be binding, but the Parties shall provide each other with originally signed copies of the Assignment as soon as possible thereafter.

5.6 Captions. The captions in this Assignment are intended solely as a matter of convenience and shall be given no effect in the construction or interpretation of this Assignment.

5.7 Recitals. The Parties agree that the Recitals of this Assignment are true and correct and are hereby incorporated herein by this reference.

5.8 Force Majeure. The Parties agree that neither shall be deemed in default of its obligations under this Assignment to the extent that the performance of any such obligations shall have been prevented by circumstances outside of such Party's control, including, but not limited to, acts of God, fire, riot, war or government actions, but only to the extent of the duration of the circumstances comprising the basis for the operation of this section. If a Party believes that any one or more of the above occurrences or events will cause a delay or prevent its performance hereunder, that Party shall promptly notify the other Party of such fact in writing.

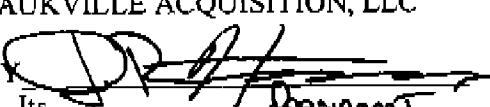
5.9 Governing Law. This Assignment shall be governed by and construed in accordance with the patent laws of the United States of America and with the internal laws of the State of Wisconsin.

IN WITNESS WHEREOF, this Assignment has been duly executed by the Parties hereto as of the date first written above.

MICHAEL S. POLSKY, RECEIVER FOR  
RAFFEL PRODUCT DEVELOPMENT  
COMPANY, INC.

BY   
Michael S. Polsky, Receiver

SAUKVILLE ACQUISITION, LLC

BY   
Its President

APPENDIX A  
LIST OF ASSIGNED PATENTS

PATENT NO.	PATENT TITLE	ISSUE DATE
6,492,786	Method of and Apparatus for Locking a Powered Movable Furniture Item	12/10/02
6,422,992	Total Body Relaxation System and Method	07/23/02
D390,965	Vibrator for Use with Furniture	02/17/98
5,014,687	Mounting for Vibrating Motor	05/14/91

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