



102748055

OFFICE OF PUBLIC RECORDS

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

1. Name of conveying party(ies):
Louis N. Hardy

5/17/04

2. Name and address of receiving party(ies)

2004 MAY 17 PM 3:20

Name: **MITY-LITE, INC.**

FINANCE SECTION

Internal Address:

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

3. Nature of conveyance:

☒ Assignment

☐ Merger

☐ Security Agreement

☐ Change of Name

☐ Other

Execution Date: May 3, 2004

Street Address: **1301 West 400 North**

Orem, UT 84057

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).

10/213,602

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 R. McKinney**

Mailing Address: **Thorpe North & Western, LLP**

P.O. Box 1219

Sandy, UT 84091-1219

Street Address: **8180 South 700 East**

City: **Sandy** State: **Utah** Zip: **84070**

6. Total number of applications and patents involved: **1**

7. Total fee (27 CFR 3.41) **\$40.00**

☒ Enclosed

☐ Authorized to be charged to deposit account

8. Deposit account number:

20-0100 (Deficiencies Only)

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

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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.

David R. McKinney

Name of Person Signing

Signature

Date

Total number of pages including this cover sheet, attachments, and document: **4**

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

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PATENT
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VAUGHN W. NORTH
THORPE, NORTH & WESTERN, L.L.P.
P.O. BOX 1219
SANDY, UTAH 84091-1219

ASSIGNMENT

WHEREAS, I, Louis Norwood Hardy, resident of the state of Utah, whose postal mailing address is 341 East 900 North, Pleasant Grove, Utah 84062, (hereinafter "Assignor") have invented a certain new and useful improvement in a CHAIR WITH FLEXIBLE, RESILIENT BACK SUPPORT for which an application for United States Letters Patent was filed on August 6, 2002 and assigned Serial No. 10/213,602; and

WHEREAS, Mity-Lite, Inc., a corporation, organized and existing under the laws of the State of Utah, having a business address of 1301 West 400 North, Orem, Utah 84057, (hereinafter "Assignee"), is desirous of acquiring the entire right, title, and interest in the same;

NOW, THEREFORE, in consideration of one dollar (\$1.00) and other good and valuable consideration paid to me by the Assignee, the receipt and sufficiency whereof is hereby acknowledged, I the said Assignor, hereby grant and assign unto the said Assignee, my entire right, title and interest in said invention and in all patent applications based thereon, including but not limited to the above identified United States Patent Application and in all divisions, continuations, and continuations-in-part of said application, or reissues or extensions of Letters Patent or Patents granted thereon, and in all corresponding applications filed in countries foreign to the United States, and in all patents issuing thereon in the United States and foreign countries; the right, power and authority to file and prosecute U.S. and foreign patent applications on said invention, and to do so in its own name wherever such right may be legally exercised, and including the right to claim the priority and benefits of the International Convention for such applications; and the right to bring

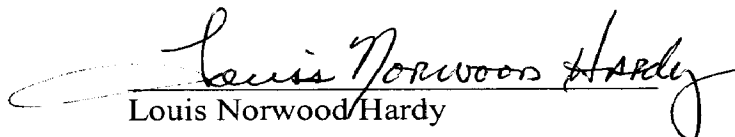
actions for infringement of any right in said invention in its own name, including past infringement, in any jurisdiction.

I hereby authorize and request the United States Commissioner of Patents and Trademarks, and such Patent Office officials in foreign countries as are duly authorized by their patent laws to issue patents, to issue any and all Letters Patent on said invention to the said Assignee as the owner of my entire interest, for the sole use and behoof of the said Assignee, its successors, assigns and legal representatives, to the full end of the term for which said Letters Patent may be granted, as fully and entirely as the same would have been held by me had this assignment and sale not been made.

I hereby agree, without further consideration and without expense to me, to sign all lawful papers and to perform all other lawful acts which the Assignee may request of me to make this Assignment fully effective, including, by way of example but not of limitation, the following: prompt execution of all original, divisional, substitution, reissue, and other United States and foreign patent applications on said invention, and all lawful documents as requested by the Assignee to further the prosecution of any of such patent applications; cooperation to the best of my ability including, but not limited to, the execution of all lawful documents, the production of evidence in any actions or proceedings concerning the invention, including, but not limited to, nullification, reissuing, extension, and infringement proceedings involving said invention.

This assignment and agreement shall be binding upon my heirs and legal representatives.

Executed this 3RD day of MAY, 2004, at OREM, UTAH.
City and State


Louis Norwood Hardy