

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Larry J. Parlette	03/19/1999
Richard E. Peters	06/08/2006
RECEIVING PARTY DATA	
Name:	Joey Bed, Inc.
Street Address:	2627 SE Holgate
City:	Portland
State/Country:	OREGON
Postal Code:	97202
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	4824158
Patent Number:	4681360
CORRESPONDENCE DATA	
Fax Number:	(503)224-7819
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(503) 224-7112
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Correspondent Name:	Jennifer L. Rollins
Address Line 1:	707 SW Washington Street
Address Line 2:	Suite 1500
Address Line 4:	Portland, OREGON 97205
ATTORNEY DOCKET NUMBER:	JOEY BED
NAME OF SUBMITTER:	Niel Chamberlin-Wolfe

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Total Attachments: 6
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**ASSIGNMENT, TRANSFER AND RELEASE AGREEMENT
(Larry Parlette To Joey-Bed, Inc.)**

This Assignment, Transfer and Release Agreement, dated as of March __, 1999 ("Agreement"), is made and entered into by LARRY J. PARLETTE, for the benefit of JOEY-BED, INC., an Oregon Corporation, with reference to the following facts:

- A. RICHARD E. PETERS and LARRY J. PARLETTE of Portland, Oregon did obtain the following Letters Patent of the United States as follows:
1. Patent No. 4,681,360, issued July 21, 1987 for Combination Access Box and Bed Liner for Vehicles.
 2. Patent No. 4,824,158, issued April 25, 1989 for Combination Access Box and Bed Liner for Vehicles
- (hereinafter "the Patents").
- B. RICHARD E. PETERS and LARRY J. PARLETTE are the sole owners of the Patents;
- C. Pursuant to the terms of this Agreement, and in consideration of the promises and mutual covenants stated in the "Settlement and Mutual Release Agreement" executed together with this Agreement, LARRY J. PARLETTE desires to assign all right, title and interest he may have in JOEY-BED, INC., together with his ownership interest in the Patents, and any Royalties claimed therefore, to JOEY-BED, INC., an Oregon Corporation, doing business at 2627 SE Holgate, Portland, Oregon 97202.

NOW THEREFORE, in consideration of the promises and mutual covenants contained in the Settlement and Mutual Release Agreement executed together with this Agreement, and other good and valuable consideration, the undersigned states as follows:

Section 1 Assignment. PARLETTE hereby sells, assigns and transfers to JOEY-BED, INC. his entire right, title and interest in the Patents and to the Letters Patent described above, the same to be held and enjoyed by JOEY-BED, INC., and for its successors and assigns, to the full end of the term for which the Letters Patent are granted, as fully and entirely as the same would have been held by PARLETTE had this Assignment not been made. PARLETTE also hereby sells, assigns and transfers to JOEY-BED, INC. all other rights, title, or interest that he may now have or claim in JOEY-BED, INC., by virtue of his former ownership of stock, former employment or co-ownership of the Patents. This Assignment includes, but is not limited to, all claims for royalties on sales of the patented products, and all other asserted or unasserted claims against JOEY-BED, INC.. All of the above property interests shall be referred to herein as "the Assigned Property."

Section 2 Warranties. PARLETTE hereby represents and warrants that, as of the date hereof, that: (i) there is no lien, encumbrance, or third party claim (including any tax or bankruptcy claim or any community property rights) relating to or affecting his rights, title or

interest in the Assigned Property, and the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby will not result in the creation or imposition of any lien, encumbrance, or third party claim (including any tax or bankruptcy claim or any community property rights) relating to or affecting ownership of the Assigned Property; (ii) he has sole ownership of, and complete, good, and marketable title to, the Assigned Property; (iii) there is no pending or threatened litigation relating to the Assigned Property; (iv) he has the power and authority to enter into this agreement and to fulfill all of his obligations hereunder, and the execution and delivery of this Agreement will not require the authorization, consent, or approval of any third party (including any governmental or regulatory agency); (v) there is no contract or any other legal obligation which prevents him from entering into this Agreement or from fully performing all of his duties hereunder, and he has the unencumbered and unconditional right to sell and transfer the Assigned Property under this Agreement; and (vi) no broker was involved in this Agreement.

Section 3 Releases.

Section 3.1 Release of All Claims. To the extent that any claims held by PARLETTE are not subsumed in the above assignment, PARLETTE hereby fully and forever releases, acquits, and discharges JOEY-BED, INC. and its respective agents, representatives, attorneys, officers, directors, shareholders, and assigns from any and all claims, demands, liabilities, disputes, causes of action, obligations, debts, liens, contracts, promises, costs, expenses (including attorneys' fees), damages, or losses (whether known, unknown, asserted, unasserted, fixed, conditional, or contingent) arising from or relating to, directly or indirectly, facts or circumstances which occurred prior to the date hereof.

Section 3.2 Release of Unknown Claims; Undiscovered Facts; Fraud in the Inducement; Mistake. Each party hereto understands and acknowledges that it is possible that: (i) unknown liabilities, causes of action, damages, losses, or claims may exist; (ii) present liabilities, causes of action, damages, losses, or claims may have been underestimated in either amount or severity; or (iii) certain facts subsequently may be discovered which, if such facts had been known prior to the signing of this Agreement, may have materially affected such party's willingness and decision to enter into this Agreement. Each party hereto has taken all of those possibilities into account in determining the consideration for this Agreement and the releases and settlements contained herein; therefore, such consideration, having been bargained for among the parties hereto with full knowledge of such possibilities, is given in exchange for a full release, accord, satisfaction, and discharge of all of the matters released in Section 4.1. In signing this Agreement, each party hereto represents and warrants to all other parties hereto that such party has not been influenced in any manner by any representation by any other party hereto. This Agreement shall not be subject to any claim of mistake of fact or law.

Section 4 Post-Signing Assistance. After signing, PARLETTE shall provide such assistance as JOEY-BED, INC. may request to help transfer rights to the Assigned Property to JOEY-BED, INC.

Section 5 Specific Performance. Each party's obligations under this Agreement are unique. If any party hereto should breach this Agreement, then the parties hereto each acknowledge that it would be impracticable to measure the resulting damages and that it may not be possible to compensate adequately the injured party by monetary damages. Accordingly, without prejudice to any party's right to seek and recover monetary damages, for every breach of this Agreement, the injured party shall be entitled to specific performance, including the immediate issuance of a temporary restraining order or preliminary injunction (without bond) to enforce this Agreement, and to all other remedies that may be available, and each party hereto expressly waives the defense that a remedy in damages would be adequate.

Section 6 General Provisions. This Agreement, the Settlement and Mutual Release Agreement, the attachments thereto, and the consent of spouse executed with this Agreement, set forth the entire integrated Agreement of the parties hereto with respect to the subject matter hereof and supersede all other agreements relating to the subject matter hereof. This Agreement may be signed in counterparts, but shall not become binding until all parties have signed. This Agreement can be amended only by a writing signed by each party hereto. This Agreement shall be binding upon the parties hereto and their respective successors and assigns. For every dispute regarding the subject matter of this Agreement, the prevailing party shall be entitled to such party's reasonable attorneys' fees, expenses, and costs incurred in resolving or settling the dispute (including such fees, expenses, and costs incurred at trial, on appeal, or otherwise), in addition to all other damages or awards to which such party may be entitled. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Oregon, excluding principles of conflict of law. For all disputes relating to this Agreement, the parties hereto each (i) consent to the jurisdiction of the courts of the State of Oregon, and (ii) agree that such courts shall have personal jurisdiction over each party hereto. Venue for all disputes relating to this Agreement shall be only in Multnomah County Circuit Court. This Agreement has been drafted with the joint participation of each party hereto and shall be construed to be neither against nor in favor of any party hereto, but rather in accordance with the fair meaning hereof. The headings set forth in this Agreement shall not affect the interpretation of this Agreement. Any provision of this Agreement held to be unenforceable in any jurisdiction shall be, as to that jurisdiction only, ineffective only to the extent of such unenforceability, without affecting any other provision of this Agreement. No waiver by any party hereto of any provision of this Agreement shall be deemed to be a waiver of any preceding, concurrent, or succeeding breach of the same or any other provision. All rights and remedies granted or referred to in this Agreement are cumulative and resort to one shall not preclude resort to another or to any other right or remedy provided by law. Any term used in the plural shall refer to all members of the relevant class, and any term used in the singular shall refer to any one or more of the members of the relevant class. Any masculine term referring to a party hereto shall also refer to any feminine person or any entity who signs this Agreement. References in this Agreement to sections are to sections of this Agreement. The term "including" shall mean "including, but not limited to." The terms "herein," "hereof," "hereto," and other similar terms refer to this Agreement as a whole and not merely to the specific section or clause where such terms may appear. The term "or" shall not be exclusive. Time shall be of the essence. All of PARLETTE's representations, warranties, covenants, and promises contained in this Agreement shall (i) be deemed material

and to have been relied upon by Richard Peters, P&J Machine Shop, Inc. and Joey-Bed, Inc.; and (ii) survive the Assignment, transfer and sale until the expiration of all applicable statutes of limitations periods.

TILLAMOOK

Executed this 19 day of March 1999, at ~~Portland~~, Oregon.

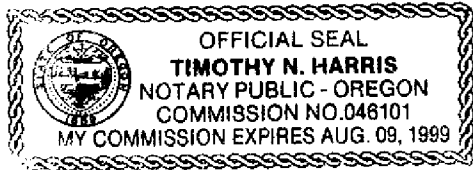
LARRY J. PARLETTE

Larry J. Parlette

Larry J. Parlette

State of Oregon)
) ss.
County of TILLAMOOK)

Subscribed and sworn to before me by Larry J. Parlette this 19th day of March, 1999



Timothy N. Harris

Notary Public
My Commission Expires 08/09/1999

PATENT ASSIGNMENT

Inventors: Richard E. Peters; Larry J. Parlette

Assignor: Richard E. Peters
2627 SE Holgate
Portland, OR 97202

Assignee: Joey Bed, Inc., an Oregon corporation
2627 SE Holgate
Portland, OR 97202

Technology: Combination Access Box and Bed Liner for Vehicles
U.S. Patent No. 4,824,158
Patent Issued on April 25, 1989

Combination Access Box and Bed Liner for Vehicles
U.S. Patent No. 4,681,360
Patent Issued on July 21, 1987

1. Richard E. Peters ("Assignor"), represents and warrants to Joey Bed, Inc., an Oregon corporation ("Assignee"), that: (i) Richard E. Peters and Larry J. Parlette (collectively, "Inventors") were the only inventors of those certain "Combination Access Box and Bed Liner for Vehicles" inventions described in U.S. Patent No. 4,824,158 and issued on April 25, 1989 and U.S. Patent No. 4,681,360 and issued on July 21, 1987, including, but not limited to, all U.S. and all foreign licenses, patent applications, patent rights, patent priority rights, and all divisions, continuations, reissues, and extensions thereof (such invention, patent, rights, title, and interests are referred to collectively as the "Patent"); and (ii) Assignor has not sold, assigned, or transferred any of his rights, title, or interests in and to the Patent, and Assignor has the unfettered right to transfer his rights in the Patent to Assignee.

2. For good and valuable consideration, the receipt and adequacy of which are acknowledged by Assignor, Assignor irrevocably and forever sells, assigns, transfers, and delivers to Assignee and Assignee's successors and assigns all of Assignor's rights, title, and interests in and to the Patent. This Patent Assignment is governed by, and must be construed and enforced in accordance with, the laws of the State of Oregon, excluding principles of conflict of law. Assignee and its successors and assigns are the intended beneficiaries of this Patent Assignment; consequently, upon Assignor's execution of this Patent Assignment, the Patent is held and enjoyed by Assignee for the use and benefit of Assignee and its successors and assigns, to the full extent of the term for which letters patent may be granted in the U.S. or in any foreign country. This Patent Assignment applies to, binds, and inures to benefit of Assignor and Assignee and their respective heirs, legal representatives, successors, and assigns.

3. Assignor and its successors and assigns must hold Assignee and its successors and assigns harmless from, and must indemnify and defend Assignee and its successors and assigns against, any and all claims and demands of any third party arising from or relating to (i) any of Assignor's or Inventors' respective rights, title, or interests in the Patent before this Patent Assignment was executed by Assignor, or (ii) acts or omissions of Assignor or its successors or assigns that affect or may affect the Patent or this Patent Assignment in any manner.

4. Assignor must provide prompt written notice to Assignee and Assignee's successors and assigns of any and all third party claims or demands arising from or relating to the Patent or this Patent Assignment. Promptly upon the request of Assignee or its successors or assigns, Assignor must: (i) execute, deliver, and provide, or cause to be executed, delivered, and provided, to Assignee or its successors or assigns or to any other person all agreements, instruments, and documents (supplemental, confirmatory, or otherwise) as may be requested to confirm or carry out any provision of this Patent Assignment and the transactions contemplated hereby; and (ii) provide such further assurances and additional assistance to Assignee or its successors or assigns or to any other person to allow Assignee and its successors and assigns the full and unrestricted use and enjoyment of the Patent, free and clear of all liens, security interests, and encumbrances, including, but not limited to, assisting Assignee and its successors and assigns in obtaining and enforcing proper patent protection for the Patent in the U.S. or in any foreign country. Time is of the essence for Assignor's performance of all covenants in this Patent Assignment. As used in this Patent Assignment, "or" is not exclusive in its meaning.

Executed in Portland, Oregon, on June 8, 2006.

Richard E. Peters
Richard E. Peters

STATE OF OREGON)
) ss.
County of Multnomah)

This Patent Assignment was acknowledged, sworn, and declared before me on this 8th day of June, 2006, by Richard E. Peters, who personally appeared before me. Such person executed this Patent Assignment and acknowledged to me that he executed the same by his own voluntary act and deed and by his own free will, for the purposes expressed in this Patent Assignment.

[Notary Seal]

Joelyn R. Peacock-Johnson
Notary Public for the State of Oregon
My commission expires on 9/22/09

