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U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office**RECORDATION FORM COVER SHEET
PATENTS ONLY**

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)Stephen A. Culp
Terry W. Gentle**2. Name and address of receiving party(ies)**Name: Smart Furniture, Inc.

Internal Address: _____

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No**3. Nature of conveyance/Execution Date(s):**Execution Date(s) 02/28/2007

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☐ Other _____

Street Address: 430 Market StreetCity: ChattanoogaState: TennesseeCountry: USA Zip: 37402Additional name(s) & address(es) attached? ☐ Yes ☒ No**4. Application or patent number(s):**

A. Patent Application No.(s)

☒ This document is being filed together with a new application.

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No**5. Name and address to whom correspondence concerning document should be mailed:**Name: Paul S. WeidlichInternal Address: Chambliss, Bahner & Stophel, P.C.1000 Tallan BuildingStreet Address: Two Union SquareCity: ChattanoogaState: TN Zip: 37402Phone Number: 423.757.0232Fax Number: 423.508.1232Email Address: pweidlich@cbslawfirm.com**6. Total number of applications and patents involved: 1****7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00**

- ☐ Authorized to be charged by credit card
☐ Authorized to be charged to deposit account
☒ Enclosed
☐ None required (government interest not affecting title)

8. Payment Informationa. Credit Card Last 4 Numbers _____
Expiration Date _____b. Deposit Account Number _____
Authorized User Name _____**9. Signature:**Paul S. Weidlich
Signature

02/28/2007

Date

Paul S. Weidlich
Name of Person SigningTotal number of pages including cover
sheet, attachments, and documents:

3

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, V.A. 22313-1450PATENT
REEL: 019032 FRAME: 0245

ASSIGNMENT

We, Stephen A. Culp and Terry W. Gentle, have made one or more new and useful inventions for which we filed a patent application in the United States Patent and Trademark Office on February 28, 2007, entitled **Modular Assembly System**.

In consideration of one dollar and other good and valuable considerations, the receipt of which is hereby acknowledged, and intending to be legally bound, we do hereby sell, assign and transfer to Smart Furniture, Inc., a corporation organized and existing under the laws of the State of Delaware, and having its principal place of business in Chattanooga, in the County of Hamilton and State of Tennessee, its successors, assigns and legal representatives, my entire right, title and interest, for all countries, in and to any and all inventions, discoveries and improvements which are disclosed and claimed, and any and all inventions, discoveries and improvements which are disclosed but not claimed, in the aforementioned patent application, and in and to said application and all divisional, continuing, substitute, renewal, reissue and all other applications for Letters Patent which have been or shall be filed on any of said inventions, discoveries and improvements disclosed in said application, and in and to all original and reissue patents which have been or shall be issued by the United States or any other country on any of said inventions, discoveries and improvements.

This assignment includes the right to file and prosecute any and all such applications, and the right to sue and recover for any and all infringements of any of said patents.

We hereby authorize and request the Director of the United States Patent and Trademark Office to issue to said assignee, Smart Furniture, Inc., its successors, assigns and legal representatives, any and all United States Letters Patent on said inventions, discoveries and improvements, or any of them, disclosed in the aforementioned application, in accordance with this assignment.

We agree that, when requested, without charge but at the expense of said assignee, its successors, assigns and legal representatives, to carry out in good faith the intent and purpose of this assignment, we will, for all countries, (1) execute all divisional, continuing, substitute, renewal, reissue and all other patent applications on any and all of said inventions, discoveries and improvements, (2) execute all rightful oaths, declarations and other papers, (3) communicate to said assignee, its successors, assigns and representatives, all facts known to us relating to said inventions, discoveries and improvements and the history thereof, (4) testify in all legal proceedings relating to said inventions, discoveries and improvements and/or said patent applications and/or patents, and (5) generally do everything reasonably necessary, as required by said assignee, its successors, assigns or representatives, to aid in securing, maintaining and enforcing proper patent protection for said inventions, discoveries and improvements, and for vesting title to the same, as well as to patent applications and patents covering said inventions, discoveries and improvements, in said assignee, its successors, assigns and legal representatives.

We do hereby covenant with said assignee, for ourselves and our heirs, legal representatives and assigns, that we and our heirs, legal representatives and assigns, (1) have not and will not execute any instrument or perform any act in conflict herewith, and (2) will at all times do such acts and execute such papers, without expense to us, as may be necessary or desirable (a) in order to fully protect said inventions, discoveries and improvements and said patent application and patents pertaining thereto, for the benefit of said assignee, its successors and assigns, and (b) to give full force and effect to this assignment. We furthermore agree and affirm that we have the unrestricted right to make the conveyance set forth herein.

Executed on the dates set out below.



Stephen A. Culp

2/28/07

Date

State of Tennessee)
)
County of Hamilton)

Before me, a notary public in and for said county, appeared on this . day of _____, 2007, **Stephen A. Culp**, who is personally known to me to be the person who is described in and who executed the above instrument (or who proved his identity as such person by satisfactory evidence), and he acknowledged that he executed the same of his own free will for the purposes set forth therein.

Notary Public
My commission expires: _____

Date



Terry W. Gentle

2/28/2007

Date

State of Tennessee)
)
County of Hamilton)

Before me, a notary public in and for said county, appeared on this . day of _____, 2007, **Terry W. Gentle**, who is personally known to me to be the person who is described in and who executed the above instrument (or who proved his identity as such person by satisfactory evidence), and he acknowledged that he executed the same of his own free will for the purposes set forth therein.

Notary Public
My commission expires: _____