

06-25-2007



103419246

To the Director of the U.S. Patent and Trademark Office

Documents or the new address(es) below.

6.22.07

1. Name of conveying party(ies)

Annette Ricci

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

3. Nature of conveyance/Execution Date(s):

Execution Date(s) \_\_\_\_\_

- Assignment
- Security Agreement
- Joint Research Agreement
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other Transfer to Living Trust

2. Name and address of receiving party(ies)

Name: Annette Ricci as Trustee of  
Internal Address: The Annette Ricci  
Living Trust Agreement dated  
August 23, 2001

Street Address: \_\_\_\_\_  
420 East Ohio #13F

City: Chicago

State: Illinois

Country: USA Zip: 60611

Additional name(s) & address(es) attached?  Yes  No

4. Application or patent number(s):

This document is being filed together with a new application.

A. Patent Application No.(s)

11070448

B. Patent No.(s)

6634610

Additional numbers attached?  Yes  No

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

Name: Elizabeth M. Rochford

Internal Address: Law Office of  
Elizabeth M. Rochford, P.C.

Street Address: 4760 W. Devon Ave.

City: Lincolnwood.

State: IL Zip: 60712

Phone Number: 847.679.9993

Fax Number: 847.676.4103

Email Address: \_\_\_\_\_

6. Total number of applications and patents involved: 2

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 80.00

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

8. Payment Information

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

9. Signature: \_\_\_\_\_

ANNETTE RICCI

Name of Person Signing

Signature

May 30, 2007

Date

Total number of pages including cover sheet, attachments, and documents: 14

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. 22313-1450

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( 80.00 OP )

**FIRST RESTATEMENT OF THE  
ANNETTE RICCI LIVING TRUST AGREEMENT  
Dated August 23, 2001**

On August 23, 2001, I, ANNETTE RICCI, executed a trust agreement with myself as original settlor and trustee and wherein I jointly reserved the right at any time or times to amend or revoke the trust agreement in whole or in part by instrument or in writing and delivered to the trustee, as provided in Article Ninth of said agreement.

That on this 30<sup>th</sup> day of May, 2007, I do hereby strike the original trust in its entirety and restate its terms as follows:

I, ANNETTE RICCI, of Chicago, Illinois, as settlor, make this agreement with myself, as trustee, this 30th day of May, 2007.

I hereby transfer to the trustee the property listed in the attached schedule and am causing the trustee to be designated as beneficiary of the life insurance policies described therein. That property, the proceeds of those policies, all additional property received by the trustee from any person by will or otherwise, and all investments and reinvestments thereof, are herein collectively referred to as the "trust estate" and shall be held upon the following trusts:

**FIRST**

Income and Principal. During my lifetime the trustee shall pay so much or all of the income and principal of the trust estate to me or otherwise as I direct. If at any time or times I shall be unable to manage my affairs, the trustee may use such sums from the income and principal of the trust estate as the trustee deems necessary or advisable for the care, support and comfort of myself and any person dependent upon me, or for any other purpose the trustee considers to be for my best interests. Any excess income shall be added to principal.

Disability. For purposes of this agreement, I shall be considered to be unable to manage my affairs if I am under a legal disability or by reason of illness or mental or physical disability am unable to give prompt and intelligent consideration to financial matters. The determination as to my inability at any time shall be made by my physician, and the trustee may rely upon written notice of that determination.

## **SECOND**

### **Taxes - Expenses**

Upon my death, if I have no probate estate, or to the extent that the cash and readily marketable assets in the principal of the residue of my probate estate are insufficient, the trustee shall make the following payments from the principal of the trust estate. The trustee shall pay the expenses of my last illness and funeral, costs of administration including ancillary, costs of safeguarding and delivering legacies, claims allowable against my estate (excluding debts secured by real property or life insurance), and pre-residuary legacies under my will if my will contains a residuary legacy to this trust. The trustee shall also pay the estate and inheritance taxes assessed by reason of my death, except that the amount, if any, by which the estate and inheritance taxes shall be increased as a result of the inclusion of property in which I may have a qualifying income interest for life or over which I may have a power of appointment shall be paid by the person holding or receiving that property. Interest and penalties concerning any tax shall be paid and charged in the same manner as the tax. The trustee may make payment directly or to the legal representative of my estate, as the trustee deems advisable. I hereby waive all rights of apportionment or reimbursement for any payments made pursuant to this article.

Assets or funds otherwise excludable from my gross estate for federal estate tax purposes shall not be used to make the foregoing payments. The trustee's selection of assets to be sold for that purpose or to satisfy any pecuniary gifts, and the tax effects thereof, shall not be subject to question by any beneficiary.

**SECTION 3: Accrued Income.** Income received after the last income payment date and undistributed at the termination of any estate or interest shall, together with any accrued income, be paid by the trustee as income to the persons entitled to the next successive interest in the proportions in which they take that interest, except that upon my death the undistributed income shall be added to principal.

**SECTION 4: Common Fund and Consolidation.** For convenience of administration or investment, the trustee may hold separate trusts as a common fund, dividing the income proportionately among them, assign undivided interests to the separate trusts, and make joint investments of the funds belonging to them. The trustee may consolidate any separate trust with any other trust with similar provisions for the same beneficiary or beneficiaries.

**SECTION 5: Powers.** The trustee shall hold, manage, care for and protect the trust property and shall have the following powers and, except to the extent inconsistent herewith, those now or hereafter conferred by law:

(a) To retain any property (including stock of any corporate trustee hereunder or a parent or affiliate company) originally constituting the trust or subsequently added thereto, and to invest and reinvest the trust property in bonds, stocks, mortgages, notes, bank deposits, options, futures, limited partnership interests, shares of registered investment companies and real estate investment trusts, or other property of any kind, real or personal, domestic or foreign; the trustee may retain or make any investment without liability, even though it is not of a type, quality, marketability or diversification considered proper for trust investments;

(b) To cause any property, real or personal, belonging to the trust to be held or registered in the trustee's name or in the name of a nominee or in such other form as the trustee deems best without disclosing the trust relationship;

(c) To vote in person or by general or limited proxy, or refrain from voting, any corporate securities for any purpose, except that any security as to which the trustee's possession of voting discretion would subject the issuing company or the trustee to any law, rule or regulation adversely affecting either the company or the trustee's ability to retain or vote company securities, shall be voted as directed by me if living,

(k) To determine in cases not covered by statute the allocation of receipts and disbursements between income and principal, except that (i) if the trust is beneficiary or owner of an individual account in any employee benefit plan or individual retirement plan, income earned after death in the account shall be income of the trust, and if the trustee is required to pay all trust income to a beneficiary, the trustee shall collect and pay the income of the account to the beneficiary at least quarterly (and to the extent that all income cannot be collected from the account, the deficiency shall be paid from the principal of the trust), and (ii) reserves for depreciation shall be established out of income only to the extent that the trustee determines that readily marketable assets in the principal of the trust will be insufficient for any renovation, major repair, improvement or replacement of trust property which the trustee deems advisable;

(l) To elect, pursuant to the terms of any employee benefit plan, individual retirement plan or insurance contract, the mode of distribution of the proceeds thereof, and no adjustment shall be made in the interests of the beneficiaries to compensate for the effect of the election;

(m) To inspect and monitor businesses and real property (whether held directly or through a partnership, corporation, trust or other entity) for environmental conditions or possible violations of environmental laws; to remediate environmentally-damaged property or to take steps to prevent environmental damage in the future, even if no action by public or private parties is currently pending or threatened; to abandon or refuse to accept property which may have environmental damage; the trustee may expend trust property to do the foregoing, and no action or failure to act by the trustee pursuant to this paragraph shall be subject to question by any beneficiary; and

(n) To perform other acts necessary or appropriate for the proper administration of the trust, execute and deliver necessary instruments and give full receipts and discharges.

SECTION 6: Retained Powers. Notwithstanding the foregoing, while I am living and not unable to manage my affairs:

(a) No sale or investment shall be made without my written approval, unless I fail to indicate my approval or disapproval of any

proposed sale or investment within 10 days after being requested to do so in writing.

(b) I shall have the power to direct the retention or sale of any trust assets and the purchase of property with any principal cash in the trust. If I direct the retention or purchase of an asset, the trustee shall have investment, voting, and management responsibility for that asset unless I direct otherwise.

I may at any time or times, with or without right of revocation, by a writing delivered to the trustee delegate to any other person or to the trustee or relinquish any or all of the powers reserved to me hereunder.

The statement of the trustee that it is acting according to this section shall fully protect all persons dealing with the trustee. The trustee shall have no responsibility for any loss that may result from acting in accordance with this section.

SECTION 7: Special Assets. If any stock or ownership interest in REEL E-Z DISPLAY, INC. and/or DESIGN AND DELIVER, INC. and/or any successor organizations, herein referred to as the "Companies", is included among the trust assets, then notwithstanding the foregoing:

(a) While my daughter, MARTA GONZALEZ, is living, under no legal disability, and has not relinquished the powers granted to her hereunder, the trustee shall entrust to her the management of the Companies insofar as the trustee takes part in or controls the management, and also the handling and decision of any questions which may arise by reason of ownership of securities of the Companies, and shall vote the securities, either in person or by proxy, at any stockholders' meeting as Marta Gonzalez shall direct in writing. The trustee shall sell the securities only as and when he shall direct and shall follow his direction as to price and other terms and conditions of sale.

(b) After the death of Marta Gonzalez, and during any period in which she is under a legal disability or has relinquished the powers granted to her hereunder, my son, BRANDON RICCI, while he is living and under no legal disability and has not relinquished the powers granted to him hereunder, shall have all the powers set forth in (a).

trust. The trustee shall terminate and forthwith distribute any trust created hereby, or by exercise of a power of appointment hereunder, and still held 21 years after the death of the last to die of myself and the beneficiaries in being at my death. Distribution under this section shall be made to the persons then entitled to receive or have the benefit of the income from the trust in the proportions in which they are entitled thereto, or if their interests are indefinite, then in equal shares.

SECTION 10: Trustee Succession. I may resign as trustee at any time by written notice to my successor trustee. After my resignation, death or inability to manage my affairs, my daughter, MARTA GONZALEZ, shall be successor trustee. In the event she is unwilling or unable to act, then my son, BRANDON RICCI, shall be next successor trustee. In the event neither of them is willing or able to act, then I appoint THE NORTHERN TRUST COMPANY as next successor trustee.

Any successor trustee may resign at any time by written notice to me if living, otherwise to each beneficiary then entitled to receive or have the benefit of the income from the trust. In case of the resignation, refusal or inability to act of any successor trustee acting or appointed to act hereunder, I if living, otherwise the beneficiary or a majority in interest of the beneficiaries then entitled to receive or have the benefit of the income from the trust, shall appoint another successor trustee, but no beneficiary or person legally obligated to a beneficiary shall be a successor trustee.

Every successor trustee shall have all the powers given the originally named trustee. No successor trustee shall be personally liable for any act or omission of any predecessor. With my approval if I am living, otherwise with the approval of the beneficiary or a majority in interest of the beneficiaries then entitled to receive or have the benefit of the income from the trust, a successor trustee may accept the account rendered and the property received as a full and complete discharge to the predecessor trustee without incurring any liability for so doing, except that a successor to me as trustee shall without approval accept the assets delivered to the successor trustee as constituting all of the property to which the successor trustee is entitled and shall not inquire into my administration or accounting as trustee.

If the trustee considers that any termination of an interest in trust property hereunder is a taxable termination subject to a generation-skipping tax, the trustee shall pay the tax from the portion of the trust property to which the tax relates, without adjustment of the relative interests of the beneficiaries.

## **SIXTH**

Governing Law. The law of Illinois shall govern the validity and interpretation of the provisions of this agreement.

Headings. The headings in this agreement are for convenience of reference only and shall not be considered in the interpretation of this agreement.

## **SEVENTH Additions**

I or any other person may transfer or bequeath property acceptable to the trustee, or make the proceeds under policies of life insurance payable, to the trustee to be held under this agreement and may designate the trust to which the property or proceeds shall be added. If the addition is made by will, the trustee shall accept the statement of the legal representative that the assets delivered to the trustee constitute all of the property to which the trustee is entitled, without inquiring into the representative's administration or accounting.

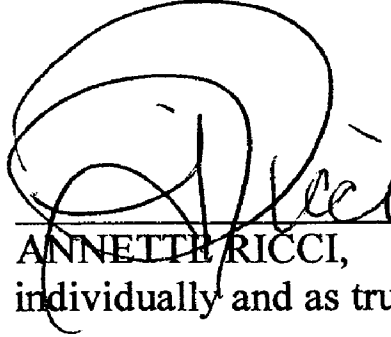
## **EIGHTH Right to Revoke**

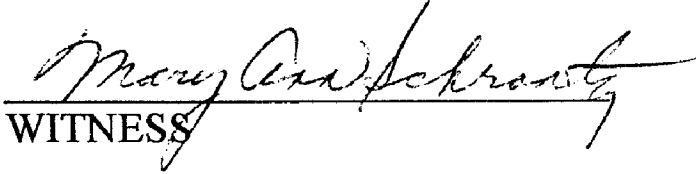
I may at any time or times amend or revoke this agreement in whole or in part by instrument in writing (other than a will) delivered to the trustee. The trust property to which any revocation relates shall be

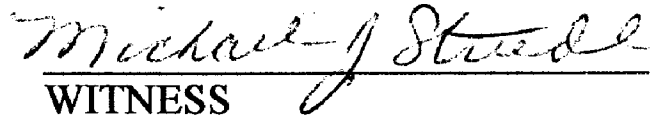


conveyed to me or otherwise as I direct. This power is personal to me and may not be exercised by my legal representative, attorney in fact or others.

IN WITNESS WHEREOF I have signed this agreement the day and year first above written.

  
\_\_\_\_\_  
ANNETTE RICCI,  
individually and as trustee

  
\_\_\_\_\_  
WITNESS

  
\_\_\_\_\_  
WITNESS

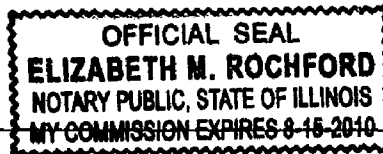
STATE OF ILLINOIS )  
 )  
COUNTY OF COOK )

I, Elizabeth M. Rochford, Notary Public, hereby certify that ANNETTE RICCI, personally known to me to be the same person whose name is signed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed the instrument as her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this 30th day of May, 2007.

*Elizabeth M. Rochford*  
\_\_\_\_\_  
NOTARY PUBLIC

My commission expires



This document was prepared by:  
Elizabeth M. Rochford  
Elizabeth M. Rochford, P.C.  
4760 W. Devon Ave.  
Lincolnwood, IL 60712  
(847)679-9993

**THE ANNETTE RICCI  
LIVING TRUST AGREEMENT**

I, ANNETTE RICCI, of Lake Forest, Illinois, as settlor, make this agreement with myself, as trustee, this 23<sup>rd</sup> day of August, 2001.

I hereby transfer to the trustee the property listed in the attached schedule and am causing the trustee to be designated as beneficiary of the life insurance policies described therein. That property, the proceeds of those policies, all additional property received by the trustee from any person by will or otherwise, and all investments and reinvestments thereof, are herein collectively referred to as the "trust estate" and shall be held upon the following trusts:


**FIRST**

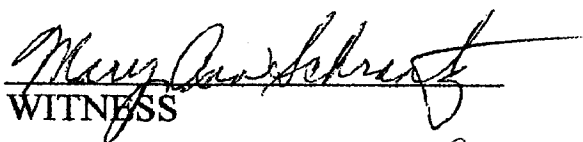
Income and Principal. During my lifetime the trustee shall pay so much or all of the income and principal of the trust estate to me or otherwise as I direct. If at any time or times I shall be unable to manage my affairs, the trustee may use such sums from the income and principal of the trust estate as the trustee deems necessary or advisable for the care, support and comfort of myself and any person dependent upon me, or for any other purpose the trustee considers to be for my best interests. Any excess income shall be added to principal.

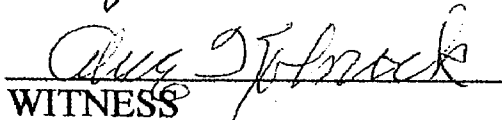
**NINTH  
Right to Revoke**

I may at any time or times amend or revoke this agreement in whole or in part by instrument in writing (other than a will) delivered to the trustee. The trust property to which any revocation relates shall be conveyed to me or otherwise as I direct. This power is personal to me and may not be exercised by my legal representative, attorney in fact or others.

IN WITNESS WHEREOF I have signed this agreement the day and year first above written.

  
\_\_\_\_\_  
ANNETTE RICCI,  
individually and as trustee

  
\_\_\_\_\_  
WITNESS

  
\_\_\_\_\_  
WITNESS

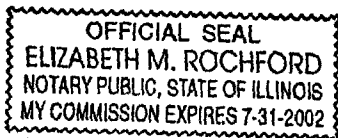
STATE OF ILLINOIS  
COUNTY OF COOK

I, Elizabeth M. Rochford, Notary Public, hereby certify that ANNETTE RICCI, personally known to me to be the same person whose name is signed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed the instrument as her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this 23<sup>rd</sup> day of August, 2001.

*Elizabeth M. Rochford*

NOTARY PUBLIC



My commission expires

7-31-02

This document was prepared by:  
Elizabeth M. Rochford  
Attorney at Law  
4760 W. Devon Ave.  
Lincolnwood, IL 60712  
(847)679-9993

LAW OFFICE OF  
**ELIZABETH M. ROCHFORD, P.C.**

4760 West Devon Avenue  
Lincolnwood, Illinois 60712-4444

Elizabeth M. Rochford  
A. Carrie Lincoln

Lincolnwood (847) 679-9993  
Lake Forest (847) 735-8062  
Fax (847) 676-4103

**CERTIFICATION OF REVOCABLE LIVING TRUST**

TO WHOM IT MAY CONCERN:


I, ELIZABETH M. ROCHFORD, declare and state:

1. That I am the attorney for ANNETTE RICCI.
2. On August 23, 2001 THE ANNETTE RICCI LIVING TRUST AGREEMENT was executed. This is a revocable Living Trust for the benefit of ANNETTE RICCI. Enclosed for your information and purposes are the first page, the Trustee page and the execution pages.
3. On May 30, 2007 ANNETTE RICCI executed THE FIRST RESTATEMENT OF THE ANNETTE RICCI LIVING TRUST AGREEMENT dated August 23, 2001. None of the provisions of the submitted text is limited or modified by any other provision of the trust agreement or by any amendment of the trust.
4. I declare under the penalty of perjury that the foregoing is true and correct.

  
ELIZABETH M. ROCHFORD,  
Attorney

STATE OF ILLINOIS)  
COUNTY OF COOK )

IN WITNESS WHEREOF, the said  
ELIZABETH M. ROCHFORD has set  
her hand and seal this 30th day of  
May, 2007.

  
NOTARY

