

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Richard D. Smith	12/16/2009
RECEIVING PARTY DATA	
Name:	MITY-LITE, Inc.
Street Address:	1301 West 400 North
City:	Orem
State/Country:	UTAH
Postal Code:	84057
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	29346705
CORRESPONDENCE DATA	
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ATTORNEY DOCKET NUMBER:	00538-32702.DES
NAME OF SUBMITTER:	Garron M. Hobson
Total Attachments: 3 source=des#page1.tif source=des#page2.tif source=des#page3.tif	

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PATENT  
REEL: 023687 FRAME: 0293

WHEN RECORDED RETURN TO:

ATTORNEY DOCKET NO. 00538-32702.DES  
Serial No. 29/346,705

Garron M. Hobson  
THORPE NORTH & WESTERN, LLP  
P.O. BOX 1219  
SANDY, UTAH 84091-1219

## ASSIGNMENT

WHEREAS, I, Richard D. Smith, resident of the State of UT, whose postal mailing address is 1133 South 2130 East; Spanish Fork, UT 84660-5526 (hereinafter "Assignor") am the owner of all right, title and interest in the invention entitled **MESH STACKING CHAIR** for which an application for United States Design Letters Patent is being filed concurrently herewith OR which was filed on November 4, 2009, as THORPE NORTH & WESTERN L.L.P. Docket No. 00538-32702.DES, and given U.S. Patent Application Serial No. 29/346,705; 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, UT 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 design patent applications based thereon, including but not limited to the above identified United States Design Patent Application and in all divisions, continuations, and continuations-in-part of said application, or reissues or extensions of Design Letters Patent or Design Patents granted thereon, and in all corresponding applications filed in countries foreign to the United States, and in all design 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 Design 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, heirs, and legal representatives, to the full end of the term for which said Design Letters Patent and any reissues or extensions thereof 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 and instruments as requested by the Assignee to further the prosecution of any of such design patent applications; cooperation to the best of my ability including, but not limited to, the execution of all lawful documents and instruments and

the production of evidence in any actions or proceedings concerning the invention, including, but not limited to, interference, nullification, reissuing, extension, infringement proceedings and litigation involving said invention.

This assignment and agreement shall be binding upon assigns, successors, heirs and legal representatives of Assignor and Assignee.

Executed this 16<sup>th</sup> day of Oct, 2009 at Provo, Utah (City, State).

INVENTOR (S)

RDS  
Richard D. Smith  
Title:

STATE OF Utah )  
County of Utah ) : ss

Before me personally appeared Richard D. Smith and acknowledged the foregoing instrument to be his free act and deed this 16<sup>th</sup> day of Oct, 2009.

Paul Killpack  
Notary Public

