

Form PTO-1595 (Rev. 03-09)
OMB No. 0651-0027 (exp. 03/31/2006)

12-23-2009

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office



IT

To the Director of the U.S. Patent

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documents or the new address(es) below.

1. Name of conveying party(ies)

CALIFORNIA CLOSET COMPANY INC.

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

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

Execution Date(s) 22/12/09

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

2. Name and address of receiving party(ies)

Name: TAG HARDWARE SYSTEMS LTD.

Internal Address: _____

Street Address: UNIT # 100 19072 26TH AVE

City: SURREY

State: BC

Country: CANADA

Zip: V3S 3V7

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

4. Application or patent number(s):

A. Patent Application No (s)

11/890,571

☐ 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: FREDERICK KAUFMAN

Internal Address: _____

Street Address: 1937 PENDRELL STREET, SUITE # 403

City: VANCOUVER

State: BC Zip: V6G 1T4

Phone Number: 1 604 687 4744

Fax Number: 1 604 687 4744

Email Address: kaufmanpatents@shaw.ca

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40

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

8. Payment information

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Signature

22/12/09
Date

FREDERICK KAUFMAN

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 9

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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MAR-03-2009 08:28 From:TAG

P.2/10

To:USPTO

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PATENT
REEL: 023703 FRAME: 0421

EXCLUSIVE SUPPLY/ASSIGNMENT AGREEMENT

This Exclusive Supply/Assignment Agreement (hereinafter "Agreement"), effective on the last date of signing, is by and between California Closet Company, Inc., a corporation existing under the laws of the State of California, U.S.A., having its principal place of business at 610A DuBois Street, San Rafael, California 94091-3942 (hereinafter "California Closet") and Tag Hardware Systems, Ltd. an entity existing under the laws of Canada and having its principal place of business at Unit 100 - 19072 26th Avenue, Surrey, B.C. Canada V3S 3V7 (hereinafter "Tag Hardware").

WHEREAS, on August 8, 2007, United States Patent Application Serial No. 11/890,671 entitled Slat Wall Track (hereinafter "the '571 Application"), was filed in the United States Patent and Trademark Office (hereinafter "PTO") by Stephen Lawson of Surrey, B.C. Canada (hereinafter "Lawson"), an employee/officer of Tag Hardware.

WHEREAS, by an Assignment executed on March 3, 2008, Lawson did assign his entire right, title and interest in and to the '571 Application to Tag Hardware, which Assignment was recorded on March 10, 2008 in the PTO at Reel/Frame 020626/0650 and, by reason of an Assignment executed on March 5, 2008, Tag Hardware did assign its entire right, title and interest in and to the '571 Application to California Closet, which Assignment was recorded on March 11, 2008 in the PTO at Reel/Frame 020635/0179;

WHEREAS, the said Tag Hardware to California Closets assignment include the following non-assertion proviso with respect to the track depicted at Schedule "B" of the said assignment, as attached hereto as Schedule "A"

Assignee agrees not to assert or make a claim under the '571 Application and all divisions, reissues, substitutions, continuations, and extensions thereof, and all patents that issue therefrom based on the manufacture, use, sale, license or other exploitation, of the track depicted in Schedule "B", by Tag Hardware or any other party claiming rights from Tag Hardware.

The track depicted and attached as Schedule "A" hereto is referred to herein as the "Non-exclusive Track"

WHEREAS, California Closet is currently the owner of the entire right, title and interest in and to the '571 Application;

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1

P.5/10

To:USPTO

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MAR-03-2009 08:29 From:TAG

WHEREAS, the '571 Application is currently undergoing examination by the PTO and is under an Office Action to which a response is currently due on December 30, 2009, which response is not further extendable by the PTO;

WHEREAS, Tag Hardware currently manufactures and sells a slot wall track product exclusively to California Closet directed to a track which, at the user's option, retains a panel or is connectable to another like track at both upper and lower extremities, as is more particularly described in the '571 Application and depicted in the drawings of the '571 Application (hereinafter referred to as the "California Closet Slot Wall Track"),

WHEREAS, Tag Hardware desires to continue to manufacture and sell the California Closet Slot Wall Track exclusively to California Closet and California Closet intends to purchase such California Closet Slot Wall Track exclusively from Tag Hardware, subject to a non-exclusive relationship as to the Non-exclusive Track; and

WHEREAS, California Closet is agreeable to assigning the '571 Application back to Tag Hardware and Tag Hardware desires to receive and retain the rights in and to the '571 Application and, in its sole discretion, pursue further prosecution of the '571 Application.

NOW, THEREFORE, in consideration of the mutual promises and undertakings herein contained and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment

(a) California Closet agrees to and does hereby sell and assign to Tag Hardware, its successors and assigns, its entire right, title, and interest in and to the '571 Application and all patents that issue therefrom, and all patents that issue from any and all divisionals, reissues, substitutions, continuations, and extensions thereof (hereinafter collectively referred to as the "'571 Patent Rights"). California Closet further agrees to and does hereby sell and assign all past, present and future claims and causes of action for patent infringement of the '571 Patent Rights, including the right to sue for and recover all damages, fees, and costs for any and all past, present and future infringement, and hereby authorizes and requests the PTO to issue all patents resulting from the '571 Patent Rights to Tag Hardware.

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2

(b) Neither party makes any representation or warranty whatsoever respecting the '571 Patent Rights and the invention described and claimed therein. The '571 Patent Rights is provided and assigned to Tag Hardware, and are licensed back to California Closets, on an "as is" basis including, without limiting the generality of the foregoing, no representation or warranty as to patentability, scope of any protection, noninfringement, validity or enforceability of the '571 Patent Rights. Neither party makes any representation, warranty, or covenant, express or implied, nor shall either party have any liability, in respect to any infringement of patents or other rights of any third party with respect to the subject matter described and claimed in the '571 Patent Rights.

(c) Further prosecution, if any, of the '571 Patent shall be in the sole discretion of Tag Hardware.

2. Exclusive Supply.

(a) In consideration of the assignment granted herein, Tag Hardware agrees to supply the California Closet Slat Wall Track exclusively, excepting only as regards the Non-exclusive Track, to California Closet or its designees, and grants California Closet, and its designees, customers, subsequent purchasers, and/or other authorized recipients of the California Closet Slat Wall Track product, a license under the '571 Patent Rights to resell and use such California Closet Slat Wall Track without limitation. Excepting only as regards the Non-exclusive Track, Tag Hardware agrees not to supply the California Closet Slat Wall Track to any entity other than California Closet or its designees.

(b) Tag Hardware agrees to supply California Closet with California Closet's entire requirements for the California Closet Slat Wall Track. In the event Tag Hardware is unable, unwilling, or fails to supply such product in a commercially timely manner to California Closet for any reason, California Closet shall have the right to manufacture or have manufactured the California Closet Slat Wall Track, and California Closet and any manufacturer designated by California Closet shall have a license to the '571 Patent Rights to have the product manufactured for California Closet or its designees.

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3

P.7/10

To:USPTO

6045392832

MAR-03-2009 08:29 From:TAG

3. Miscellaneous Provisions.

(a) This Agreement may not be assigned by any party without the prior written consent of the other party except as part of the sale, transfer, or merger of a party or that portion of the business of such party to which this Agreement relates.

(b) The '571 Patent Rights shall not be assigned or licensed by Tag Hardware to any third party except (1) as ancillary to an assignment of this Agreement as set forth in subparagraph (a) above, or (2) to a third-party who agrees to manufacture and sell the California Closet Slat Wall Track exclusively to California Closet.

(c) Any notice to be given pursuant to the terms of this Agreement shall be in writing and sent by facsimile and overnight courier to:

In the case of California Closet: California Closet Company, Inc.

610A DuBois Street

San Rafael, CA 94901-3942

Attention: _____

Fax: (415) 256-8501

In the case of Tag Hardware: Tag Hardware Systems, Ltd.

Unit 100 - 19072 26th Avenue

Surrey, BC Canada V3S 3V7

Attention: _____

Fax: _____

(d) This Agreement shall be governed and construed in accordance with the laws of the United States.

(e) All headings in this Agreement are inserted for convenience of reference only, and are not intended to be part of, or to affect the meaning or interpretation of, this Agreement.

(f) This Agreement may be executed in counterparts. Each fully executed counterpart shall be deemed an original and all of which shall constitute one and the same Agreement.

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4

P.8/10

To:USPTO

6045392832

MAR-03-2009 08:29 From:TAG

IN WITNESS WHEREOF, the parties hereto have executed this agreement through signatures of the below subscribing officers. Each party warrants that its executing officer has the power and authority to sign the Agreement and bind its principal.

TAG HARDWARE SYSTEMS, LTD.


(Signature)

Name: STEPHEN LAWSON

Title: PRESIDENT

Date: DEC 22, 2009

CALIFORNIA CLOSET COMPANY, INC.


(Signature)

Name: William G. Barton

Title: President

Date: Dec 22, 2009

2114693.02

5

P.9/10

To:USPTO

6045392832

MAR-03-2009 08:29 From:TAG

Schedule "A"

"Non-exclusive Track"

