#### PATENT ASSIGNMENT

## Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
Steven Christian	05/01/2009
Michael Maize	05/01/2009
Gary Dominy	05/01/2009
James Bettis Jr.	05/01/2009

#### **RECEIVING PARTY DATA**

Name:	Table Jacks, LLC	
Street Address:	7340 Washington Ave.	
City:	Houston	
State/Country:	TEXAS	
Postal Code:	77007	

### PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	11546649

#### **CORRESPONDENCE DATA**

Fax Number: (713)843-7901

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 713 8437900

Email: jim.bettis@harrisonbettis.com

Correspondent Name: James Bettis

Address Line 1: 1415 Louisiana, 37th Floor Address Line 4: Houston, TEXAS 77002

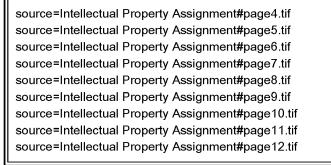
NAME OF SUBMITTER: Steven Christian

Total Attachments: 12

source=Intellectual Property Assignment#page1.tif source=Intellectual Property Assignment#page2.tif source=Intellectual Property Assignment#page3.tif

501223490 PATENT
REEL: 024633 FRAME: 0614

OP \$40.00 11546649



### INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (the "Assignment") is made and entered into effective as of May 1, 2009 (the "Effective Date"), by and between STEVEN CHRISTIAN, an individual residing in Houston, Texas ("Christian"), MICHAEL MAIZE, an individual residing in Houston, Texas ("Maize"), GARY DOMINY, an individual residing in Houston, Texas ("Dominy"), JAMES BETTIS, JR., an individual residing in Houston, Texas ("Bettis"), and TABLE JACKS, LLC, a Texas limited liability company ("Table Jacks") (Christian, Maize, Dominy, Bettis shall collectively be referred to as the "Members" and the Members, together with Table Jacks, shall collectively be referred to as the "Parties").

#### RECITALS

WHEREAS, the Members desire to assign to Table Jacks their entire right, title and interest, if any, in and to the intellectual property described herein, and Table Jacks desires to accept such right, title and interest;

NOW, THEREFORE, for and in consideration of the foregoing and the respective representations, warranties, covenants, agreements and conditions set forth herein, the parties agree as follows:

### 1. Assignment.

- (a) Christian hereby sells, assigns and transfers to Table Jacks his entire right, title, and interest in and to the intellectual property identified in **Exhibit "A"** attached hereto and incorporated herein by reference (the "Christian Intellectual Property"), together with all goodwill associated with such intellectual property.
- (b) Maize hereby sells, assigns and transfers to Table Jacks his entire right, title, and interest in and to the intellectual property identified in **Exhibit "B"** attached hereto and incorporated herein by reference (the "Maize Intellectual Property"), together with all goodwill associated with such intellectual property.
- (c) Dominy hereby sells, assigns and transfers to Table Jacks his entire right, title, and interest in and to the intellectual property identified in **Exhibit "C"** attached hereto and incorporated herein by reference (the "Dominy Intellectual Property"), together with all goodwill associated with such intellectual property.
- (d) Maize hereby sells, assigns and transfers to Table Jacks his entire right, title, and interest in and to the intellectual property identified in **Exhibit "D"** attached hereto and incorporated herein by reference (the "Bettis Intellectual Property", and together with the Christian Intellectual Property, the Maize Intellectual Property and the Dominy Intellectual Property, the "Intellectual Property"), together with all goodwill associated with such intellectual property.
- 2. <u>Further Assurances</u>. Each of the Members hereby covenants that he shall, at the cost and expense of Table Jacks, take all actions and execute all documents necessary or desirable to establish inventorship, to perfect the interest of Table Jacks in and to the Intellectual Property, or to substantively prosecute or enforce the Intellectual Property, including but not limited to

working with Table Jacks's counsel to prepare, review, execute, assign, and prosecute any and all patent, trademark, or copyright applications or other lawful papers included in the Intellectual Property and all related documentation, and do all lawful acts requisite for enforcing rights thereunder, and shall not enter into any agreement in conflict with this Assignment.

- 3. <u>Acknowledgement</u>. Each of the Members hereby authorizes Table Jacks to make application for and to receive patents, trademarks, and copyrights for the Intellectual Property in any country throughout the world in Table Jacks's name, at Table Jacks's election. Each of the Members hereby authorizes and requests that the competent authorities record this Assignment, and grant and issue any and all patents, trademarks, or copyrights included in the Intellectual Property to Table Jacks as the assignee of all right, title and interest therein.
- 4. <u>Representations and Warranties</u>. Each of the Members, severally but not jointly, represents and warrants that:
- (a) They have ownership of all of the Christian Intellectual Property, Maize Intellectual Property, Dominy Intellectual Property or Bettis Intellectual Property, as applicable, free and clear of all liens or other encumbrances.
- (b) The Christian Intellectual Property represents all interests in any intellectual property related to the business of Table Jacks ever held by Christian.
- (c) The Maize Intellectual Property represents all interests in any intellectual property related to the business of Table Jacks ever held by Maize.
- (d) The Dominy Intellectual Property represents all interests in any intellectual property related to the business of Table Jacks ever held by Dominy.
- (e) The Bettis Intellectual Property represents all interests in any intellectual property related to the business of Table Jacks ever held by Bettis.
- (f) None of the Members currently owns, nor has any applied for, any intellectual property related to business of Table Jacks, other than that covered by this Assignment. None of the Members is subject to any agreement with any third party that requires him to assign any interest in any intellectual property related to the business of Table Jacks.
- 5. <u>Successors</u>. This Assignment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.
- 6. Severability. If, for any reason, a court of competent jurisdiction finds any provision of this Assignment, or any portion hereof, to be unenforceable, such decision shall not affect the validity of the remaining portion, which remaining portion shall continue in full force and effect as if this Assignment had been executed with the invalid portion thereof eliminated therefrom. In the event that a portion of this Assignment shall be declared to be invalid, then the parties agree that they shall enter into good faith negotiations with one another to replace such invalid provision with a valid provision as similar as possible to that which had been held to be invalid.
- 7. <u>Counterparts</u>. This Assignment may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument.
- 8. <u>Choice of law</u>. This Assignment shall be governed by, and construed in accordance with, the internal law of the State of Texas, excluding its choice of law principles.

IN WITNESS WHEREOF, the Parties have caused this Assignment to be effective as of the date first above written.

[SIGNATURE PAGES FOLLOW]

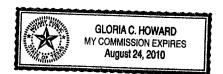
3

STEVEN CHRISTIAN

STATE OF TEXAS )
COUNTY OF HAKRIS )

On this 3rd day of June, 2010, before me personally appeared Steven Christian, to me personally known, who, being duly sworn, did say that he duly executed the foregoing instrument and that said individual acknowledged said instrument to be the free act and deed of said individual.

Notary Public



C. Howard

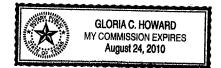
MICHAEL MAIZE

STATE OF TEXAS

COUNTY OF HARRIS )

On this 3 day of one, 2010, before me personally appeared Michael Maize, to me personally known, who being duly sworn, did say that he duly executed the foregoing instrument and that said individual acknowledged said instrument to be the free act and deed of said individual.

Notary Public



GARY DOMINY

STATE OF )
COUNTY OF )

On this 17 day of 2010, before me personally appeared Gary Dominy, to me personally known, who, being duly sworn, did say that he duly executed the foregoing instrument and that said individual acknowledged said instrument to be the free act and deed of said individual.

Notary Public

ANDREW ELIAS BARNEY Notary Public, State of Texas My Commission Expires August 13, 2012

JAMES BETTIS, JR.

STATE OF TEXAS )
COUNTY OF HARRIS )

On this <u>Galday</u> of <u>June</u>, 2010, before me personally appeared James Bettis, Jr., to me personally known, who, being duly sworn, did say that he duly executed the foregoing instrument and that said individual acknowledged said instrument to be the free act and deed of said individual.

Motary Public

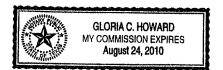


TABLE JACKS, LLC

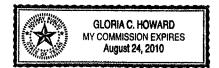
By: Name: Steven Christian

Title: President

STATE OF TEXAS )
COUNTY OF HARRIS )

On this 3rd day of June, 2010, before me personally appeared Steven Christian to me personally known, who, being duly sworn, did say that he is the President of TABLE JACKS, LLC, and that he duly executed the foregoing instrument and that said individual acknowledged said instrument to be the free act and deed of said limited liability company.

Notary Public



### **EXHIBIT "A"**

### **Christian Intellectual Property**

- 1. Patent Application Method and apparatus for adjusting heights of objects Publication No. US-2008-0087777-A1 Publication Date: April 17, 2008
- 2. Any and all work product, materials, discoveries, inventions, improvements, methods, processes, trade secrets and other developments relating to or made a part of the above referenced Patent Application.

### EXHIBIT "B"

# **Maize Intellectual Property**

- 1. Patent Application Method and apparatus for adjusting heights of objects Publication No. US-2008-0087777-A1 Publication Date: April 17, 2008
- 2. Any and all work product, materials, discoveries, inventions, improvements, methods, processes, trade secrets and other developments relating to or made a part of the above referenced Patent Application.

# EXHIBIT "C"

# **Dominy Intellectual Property**

Any and all work product, materials, discoveries, inventions, improvements, methods, processes, trade secrets and other developments relating to or made a part of the Christian Intellectual Property.

C-1

BROYAL\003235\00004\292144.5

# EXHIBIT "D"

# **Bettis Intellectual Property**

Any and all work product, materials, discoveries, inventions, improvements, methods, processes, trade secrets and other developments relating to or made a part of the Christian Intellectual Property.

D-1

BROYAL\003235\00004\292144.5