#### PATENT ASSIGNMENT

# Electronic Version v1.1 Stylesheet Version v1.1

**SUBMISSION TYPE: NEW ASSIGNMENT** NATURE OF CONVEYANCE: **ASSIGNMENT** 

#### **CONVEYING PARTY DATA**

Name	Execution Date
W. Preston Willingham	09/16/2010

#### **RECEIVING PARTY DATA**

Name:	Willingham Brothers, LLC
Street Address:	505 Deer Valley Drive
City:	Park City
State/Country:	UTAH
Postal Code:	84060

#### PROPERTY NUMBERS Total: 1

Property Type	Number	
Patent Number:	5887951	

### **CORRESPONDENCE DATA**

Fax Number: (714)427-7799

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

Email: hscott@swlaw.com Correspondent Name: J. Rick Tache Address Line 1: 600 Anton Boulevard

Address Line 2: **Suite 1400** 

Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER: 57534-0002

NAME OF SUBMITTER: J. Rick Tache

**Total Attachments: 3** source=USpat#page1.tif source=USpat#page2.tif source=USpat#page3.tif

501296291

**PATENT** REEL: 025008 FRAME: 0930

## **CONFIRMATORY ASSIGNMENT OF PATENTS**

WHEREAS, W. Preston Willingham, an individual residing at 505 Deer Valley Drive, Post Office Box 3627, Park City, Utah 84060-3627 United States of America ("Assignor") previously assigned to Willingham Brothers, LLC, a Utah limited liability company, having a principal place of business at 505 Deer Valley Drive, Park City, Utah 84060-3627 United States of America ("Assignee") Assignor's entire right, title, and interest in and to the Patents listed on Schedule A annexed hereto and incorporated herein by reference.

WHEREAS, Assignor and Assignee desire to confirm Assignor's assignment of the entire right, title and interest in the patent and patent applications set forth on <u>Schedule A</u> to Assignee on the dates listed on <u>Schedule A</u> and such confirmation is to be executed and placed on the public record to record the fact of such assignment.

NOW, THEREFORE RESOLVED, Assignor confirms that on the dates listed on Schedule A, for an in exchange for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignor did sell, transfer, convey, assign and deliver to Assignee, or its successors, assigns, and designees, all right, title, and interest in and to the patents listed on Schedule A attached hereto, including any other intellectual property rights, all product related trade secrets as of the Transfer Date, any provisional, non-provisional, continuation, continuation in part, divisional, reissue, reexamination, foreign, PCT or other patent application or like document, or any other application which claims priority to said certain patents and pending applications, in the United States and all foreign countries (collectively, the "Patents"), together with the right of priority under the International Convention for the Protection of Industrial Property, Inter-American Convention Relating to Patents, Designs and Industrial Models, and any other international agreements to which the United States adheres, and hereby authorizes and requests the Commissioner of Patents to issue any Letters Patent issuing from or claiming priority to said application to Assignee, for the sole use and benefit of Assignee, its successors, assigns and legal representatives; the Patents to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made; together with all claims for damages by reason of past infringements of the Patents, along with the right to sue for and collect such damages for the use and benefit of Assignee and Assignee's successors, assigns and other legal representatives.

Assignor will, during the 12-month period after execution of this Confirmatory Agreement, provide reasonable assistance to Assignee in connection with the execution and provision of information necessary for Assignee to record the required assignment documents.

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PATENT REEL: 025008 FRAME: 0931

NOTARY PUBLIC PAULA MOORE

1483 Newpark Blvd My Commission Expires January 11, 2011 STATE OF UTAH

IN WITNESS WHEREOF, Assignor has executed this Confirmatory Assignment of

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**PATENT** 

REEL: 025008 FRAME: 0932

My Commission Expires: 01 11

Personally known OR Produced I. D. X

# Schedule A

Jurisdiction	Patent	Reg. No.	Transfer Date
U.S.A.	Orthopedic seating orthosis for correcting posture and restricting gluteal spreading	5,887,951	November 6, 2007

11991919.1

**RECORDED: 09/20/2010** 

PATENT REEL: 025008 FRAME: 0933