

# PATENT ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT										
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT										
EFFECTIVE DATE:	07/01/2010										
<b>CONVEYING PARTY DATA</b>											
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 70%;">Name</th> <th style="width: 30%;">Execution Date</th> </tr> </thead> <tbody> <tr> <td>Dr. Sudhir Rao</td> <td>09/10/2010</td> </tr> <tr> <td>Keith J Harper</td> <td>09/10/2010</td> </tr> </tbody> </table>		Name	Execution Date	Dr. Sudhir Rao	09/10/2010	Keith J Harper	09/10/2010				
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<b>RECEIVING PARTY DATA</b>											
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;">Name:</td> <td>Beach Chair LLC</td> </tr> <tr> <td>Street Address:</td> <td>630 Novak Ln</td> </tr> <tr> <td>City:</td> <td>Big Rapids</td> </tr> <tr> <td>State/Country:</td> <td>MICHIGAN</td> </tr> <tr> <td>Postal Code:</td> <td>49307</td> </tr> </table>		Name:	Beach Chair LLC	Street Address:	630 Novak Ln	City:	Big Rapids	State/Country:	MICHIGAN	Postal Code:	49307
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PROPERTY NUMBERS Total: 1											
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<b>CORRESPONDENCE DATA</b>											
Fax Number: (260)423-8920 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> Phone: (260) 423 8866 Email: jng@barrettllaw.com Correspondent Name: ATTN: Keith Harper, Beach Chair LLC Address Line 1: 630 Novak Ln Address Line 4: Big Rapids, MICHIGAN 49307											
NAME OF SUBMITTER:	Jeremy N. Gayed										
Total Attachments: 4 source=Inventor to Beach Chair Assignment#page1.tif source=Inventor to Beach Chair Assignment#page2.tif source=Inventor to Beach Chair Assignment#page3.tif											

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**PATENT**  
**REEL: 025036 FRAME: 0924**



## **PATENT RIGHTS ASSIGNMENT**

**THIS PATENT ASSIGNMENT** ("Assignment") is made as of July 1, 2010 (the "Effective Date"), by and between DR. SUDHIR RAO and KEITH J. HARPER, ("collectively, Assignors"), and BEACH CHAIR, LLC, a Michigan limited liability company ("Assignee").

### **WITNESSETH:**

**WHEREAS**, Dr. Sudhir Rao and Keith J. Harper are the owners of all of the patent rights set forth at Exhibit A;

**WHEREAS**, Assignor has agreed to assign to Assignee all of Assignor's right, title and interest in and to a certain patent application and patent rights and Assignee is desirous of acquiring such assets;

**NOW, THEREFORE**, for other good and valuable consideration associated herewith, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment of Patent Rights. Effective as of the Effective Date, Assignor hereby irrevocably assigns, transfers, and conveys to Assignee all of Assignors' right, title and interest in, to and under the patent application set forth on Exhibit A attached hereto and hereby incorporated by reference herein, including without limitation (i) all inventions and improvements disclosed therein, (ii) all letters patent or similar legal protection granted therefore in the United States and its territorial possessions and in all foreign countries, unions, or regions, (iii) all continuations, divisions, continuations-in-part, substitutions, reissues, renewals, substitutes, and extensions thereof and applications therefor, and (iv) all rights to enforce including, but not limited to, the right to sue and collect damages for any past or future infringements of the assigned patent, throughout the world free and clear of any restrictions or encumbrances of any nature whatsoever ("Assigned Patent Rights"). Assignor shall execute and deliver or shall cause to be executed and delivered all such additional transfers, assignments, conveyances, powers of attorney, assurances or any other documents necessary to confirm, effectuate or record the assignment granted herein and shall take all such further action, including, without limitation, making all filings with the United States Patent & Trademark Office in order to confirm, effectuate or record this assignment of the Assigned Patent Rights to Assignee granted herein as Assignee may reasonably request from time to time.

2. Filing and Recording of Instruments of Transfer. Assignee shall be responsible to file and record any and all documents of conveyance as may be necessary to vest in Assignee as a matter of public record the Assigned Patent Rights.

3. Appointment. Assignor hereby constitutes and appoints Assignee, and its successors and assigns, the true and lawful attorney or attorneys in fact of Assignor, with full power of substitution, for it and in its name and stead or otherwise, to institute and prosecute from time to time, any proceedings at law, in equity, or otherwise, that Assignee, or its successors or assigns, may reasonably deem proper in order to assert or enforce any claim, right, or title of any kind in and to the Assigned Patent Rights, and to defend and compromise any and

all actions, suits, or proceedings in respect of any of the foregoing, and generally to do any and all such acts and things in relation thereto as Assignee, or its successors or assigns, shall reasonably deem advisable, including, but not limited to, the execution and delivery of any and all assignments and instruments in furtherance hereof. Assignor declares that the appointment hereby made and the powers hereby granted are coupled with an interest and shall be irrevocable by Assignor.

4. Representations. Assignor represents and warrants that: (i) it is the sole and exclusive owner of the entire right, title and interest in and to the Assigned Patent Rights (including the corresponding rights set forth in the above), free and clear of any liens, security interests or other encumbrances; (ii) it has the full right and authority to execute this Assignment and to assign to Assignee the rights assigned herein; and (iii) has not executed, and will not execute, any agreement or other instrument in conflict herewith.

5. Miscellaneous. This Assignment shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to any state's choice of laws to the contrary. This Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. This Assignment may be executed in two (2) counterparts, each of which shall be deemed an original and together shall constitute one and the same instrument. Facsimile or emailed copies of any signature to this Assignment shall be deemed an original signature hereto.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Patent Assignment on the date first above written.

ASSIGNOR:

By:

Dr. Sudhir Rao

By:

Keith J. Harper

ASSIGNEE:

BEACH CHAIR, LLC

By:

Keith J. Harper

Its President and CEO

IN WITNESS WHEREOF, I have hereunto set my hand and seal.

STATE OF MICHIGAN )

COUNTY OF MECOSTA )

On this 10<sup>th</sup> day of September, 2010, there appeared before me Dr. Sudhir Rao and personally known to me or who proved to me his identity, who stated that he executed this Assignment in his official capacity on behalf of Assignor as his voluntary act and deed for the purposes stated therein.

Barbara Ann Cornell

Signed

Barbara Ann Cornell

Printed

My Commission Expires: 12-30-2012

County of Residence: Mecosta

BARBARA ANN CORNELL  
NOTARY PUBLIC, STATE OF MI  
COUNTY OF MECOSTA  
MY COMMISSION EXPIRES Dec 30, 2012  
ACTING IN COUNTY OF MECOSTA

EXHIBIT "A"

UNITED STATES PATENT AND TRADEMARK OFFICE  
APPLICATION #20090307845