# PATENT ASSIGNMENT

# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: ASSIGNMENT

#### **CONVEYING PARTY DATA**

| Name          | Execution Date |
|---------------|----------------|
| Mr. Mark Emge | 10/29/2010     |

# **RECEIVING PARTY DATA**

| Name:             | LOREST HOLDING COMPANY, LLC |  |
|-------------------|-----------------------------|--|
| Street Address:   | 13875 Highway 13 South      |  |
| Internal Address: | Frontage Road, Suite 225    |  |
| City:             | Savage                      |  |
| State/Country:    | MINNESOTA                   |  |
| Postal Code:      | 55378                       |  |

### PROPERTY NUMBERS Total: 1

| Property Type  | Number  |  |
|----------------|---------|--|
| Patent Number: | D577711 |  |

## **CORRESPONDENCE DATA**

Fax Number: (612)371-3207

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

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Correspondent Name: LINDQUIST & VENNUM P.L.L.P.

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Address Line 2: Connie Heikkila

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ATTORNEY DOCKET NUMBER: 456034.0005

NAME OF SUBMITTER: CONNIE R. HEIKKILA

**Total Attachments: 3** 

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PATENT REEL: 025347 FRAME: 0244

### ASSIGNMENT

(by Mark Emge of Design Patent)

WHEREAS, Mark Emge (jointly and severally, "Assignor"), is the owner of United States Patent No. D577,711 entitled "Sound Speaker" (hereinafter, the "Patent").

WHEREAS, the Assignor has agreed to assign and does hereby assign to Lorest Holding Company, LLC, a Minnesota limited liability company ("Assignee") all rights and licenses, in and to the Patent.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

- 1. Assignor hereby confirms that, as of the date hereof, Assignor has sold, assigned and transferred and does hereby sell, assign and transfer to Assignee, all right, title and interest in and to the Patent, including any and all applications claiming priority therefrom, any non-provisionals, divisions or continuations thereof, any improvements thereon, all inventions therein disclosed and any patent or patents that may be issued or reissued thereon, all of the foregoing to be held and enjoyed by Assignee as fully and as entirely as the same would have been held and enjoyed by Assignor had this assignment not been made. Without limiting the foregoing, it is understood that the rights of the Patents include all re-issues, disclaimers, and re-examinations of the Patent.
- 2. Assignor further sells, assigns and transfers to Assignee all of its right, title and interest in and to all claims for damages, accounting of profit and all other legal remedies by reason of any infringement of the Patent, with the right to sue and collect the same. Assignor agrees that its will, upon reasonable request, and without further consideration, do such things and execute such further documents as are reasonably necessary to vest title thereto in Assignee, its successors, assigns and legal representatives or nominees; and to enforce such rights in Assignee, its successors, assigns and legal representatives or nominees.
- 3. Assignor further agrees that it will, upon request, without further consideration, promptly provide to Assignee all pertinent facts and documents relating to the rights assigned hereunder as may be known and accessible to Assignor and will testify as to the same in any litigation or proceeding relating thereto and will promptly execute and deliver to Assignee, or its legal representatives, any and all papers, instruments and affidavits which may be necessary or desirable to enforce such rights or to carry out the purposes hereof.
- 4. Assignor agrees to reasonably assist Assignee in the prosecution before the United States Patent and Trademark Office and the Federal Courts of any matters directly relating to the Patents, including renewals, continuations, divisions, reissues, and substitutions (at the sole cost of Assignee), that Assignee elects to make covering the Patents.
- 5. This Assignment and all the terms hereof shall inure to the benefit of and be binding upon the parties hereto and their respective successors, assigns and legal representatives.

Doc# 3233342\1

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed effective as of the date first set forth above.

| Dated: | October 29, 2010 | ASSIGNOR:                             |
|--------|------------------|---------------------------------------|
|        |                  | Menr Emge  Mark Emge                  |
|        |                  | ASSIGNEE: LOREST HOLDING COMPANY, LLC |
|        |                  | By:                                   |

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed effective as of the date first set forth above.

Dated: October 29, 2010

**ASSIGNOR:** 

Mark Emge

**ASSIGNEE:** 

LOREST HOLDING COMPANY, LLC