

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

| | |
|--|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | ASSIGNMENT |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| Andre J. Neidich | 11/16/2010 |
| RECEIVING PARTY DATA | |
| Name: | Safety Tubs Company, LLC |
| Street Address: | One Centennial Avenue |
| City: | Piscataway |
| State/Country: | NEW JERSEY |
| Postal Code: | 08854 |
| PROPERTY NUMBERS Total: 2 | |
| Property Type | Number |
| Patent Number: | 7788783 |
| Application Number: | 12876894 |
| CORRESPONDENCE DATA | |
| Fax Number: | (856)661-1919 |
| <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | |
| Phone: | 215-279-9910 |
| Email: | kristyne.bullock@flastergreenberg.com |
| Correspondent Name: | Kristyne A. Bullock - S1562.S1562-1U1 |
| Address Line 1: | Flaster/Greenberg, P.C. Four Penn Center |
| Address Line 2: | 1600 John F. Kennedy Boulevard, 2nd Fl. |
| Address Line 4: | Philadelphia, PENNSYLVANIA 19103 |
| ATTORNEY DOCKET NUMBER: | S1562.5002 |
| NAME OF SUBMITTER: | Kristyne A. Bullock |

Total Attachments: 4
 source=1u1#page1.tif
 source=1u1#page2.tif

501359635

PATENT
REEL: 025400 FRAME: 0298

CH \$80.00 7788783

source=1u1#page3.tif

source=1u1#page4.tif

NUNC PRO TUNC ASSIGNMENT

WHEREAS, I, (“ASSIGNOR”):

| <u>Inventor</u> | <u>Citizenship</u> | <u>Address</u> |
|------------------|--------------------|---|
| Andre J. Neidich | U. S. | 1720 Sleepy Hollow Trail Southlake, TX 76092 |

having invented certain new and useful inventions related to walk-in tubs and methods of manufacturing the same and for which United States non-provisional patent applications are pending or have matured into granted United States Patents (as listed on Schedule A), hereinafter collectively referred to as the “Patent Properties.”

WHEREAS, Safety Tubs Company, LLC, a Delaware corporation, having an address of One Centennial Avenue, Piscataway, New Jersey, USA 08854 (“ASSIGNEE”), is successor in interest to the Patent Properties by virtue of a corporate acquisition in July of 2010;

AND WHEREAS, Safety Tubs Company, LLC, a Delaware corporation, having an address of One Centennial Avenue, Piscataway, New Jersey, USA 08854 (“ASSIGNEE”), is desirous of acquiring the entire right, title and interest in and to the inventions disclosed in the Patent Properties and any and all Letters Patents of the United States and the world that are granted or will be granted, including the right to sue for past infringement under any claims of such Letters Patent throughout the United States and the world, for good and valuable consideration, the full receipt and sufficiency of which are hereby acknowledged,

ASSIGNOR, intending to be legally bound, hereby:

SELLS, ASSIGNS, TRANSFERS and CONVEYS to ASSIGNEE the whole and entire right, title and interest, including the right to sue for past infringement under any and all Letters Patents of the United States and the world that are granted or will be granted, for the United States and its possessions and territories and all foreign countries, in and to the inventions disclosed in the Patent Properties, *nunc pro tunc*, effective as of October 19, 2006 and in and to

any and all patent applications related thereto including, but not limited to, all provisionals, non-provisionals, divisionals, continuations, continuations-in-part, substitutes, reexaminations, reissues and all other applications for patent which have been or shall be filed in the United States and all foreign countries on the invention;

all original, reissued and reexamined patents and extensions thereof which have been or shall be issued in the United States and all foreign countries on the invention to the full end of the term or terms for which the patent(s) may be granted, as fully and entirely as the same would have been held by the undersigned ASSIGNOR had this Assignment not been made; and specifically including all rights of priority created by the above patent application under any treaty, convention or law relating thereto;

AUTHORIZES and REQUESTS the issuing authority to issue any and all United States and foreign patents granted on the invention to ASSIGNEE;

WARRANTS and REPRESENTS that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been or will be made to others by ASSIGNOR, and that the full right to convey the same as herein expressed is possessed by ASSIGNOR;

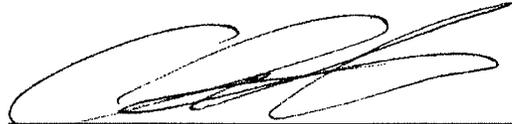
AGREES and UNDERTAKES, when requested and at the expense of ASSIGNEE, to carry out in good faith the intent and purpose of this Assignment, and to execute all non-provisionals, divisionals, continuations, continuations-in-part, substitutes, reexaminations, reissues, and all other patent applications on the invention; execute all lawful oaths, declarations, assignments, powers of attorney and other papers; communicate to ASSIGNEE all facts known to ASSIGNOR relating to the invention and the history thereof; and generally do everything possible which ASSIGNEE shall consider desirable for vesting title to the invention in ASSIGNEE, and for securing, maintaining and enforcing proper patent protection for the invention; all without further compensation to ASSIGNOR;

AGREES that the Assignments previously executed by Assignor and recorded in the United States Patent and Trademark Office at: (i) Reel 018722, Frame 0466; and (ii) Reel 024894, Frame 0218, (hereinafter collectively referred to as "Prior Assignments") may contain errors and therefore

may not have reflected the actual intent of Assignor at the time the Prior Assignments were executed to assign the Patent Properties to Assignee's predecessor in interest, and that any errors therein are rectified by this Assignment *nunc pro tunc*, which supersedes the Prior Assignments,

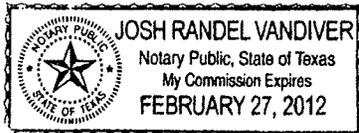
TO BE BINDING on the heirs, assigns, representatives and successors of ASSIGNOR and extending to the successors, assigns, and nominees of ASSIGNEE.

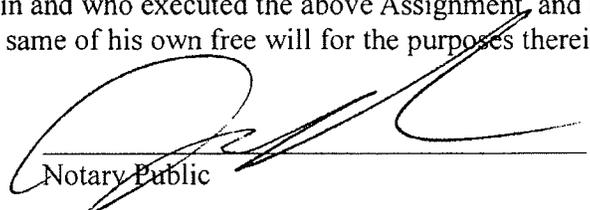
11-16-10
Date


Andre J. Neidich

STATE OF :
COUNTY OF : ss.
:

Before me, this 16th day of November, personally appeared Andre J. Neidich, known to be the person who is described in and who executed the above Assignment, and he acknowledged to me that he executed the same of his own free will for the purposes therein set forth.




Notary Public
My Commission Expires: 2-27-12

Schedule A

| | |
|--|-------------------|
| U.S. PATENT NO. 7,788,783 | ISSUED 09/07/2010 |
| U.S. PATENT APPLICATION NO. 12/876,894 | FILED 09/07/2010 |