

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT										
NATURE OF CONVEYANCE:	ASSIGNMENT										
CONVEYING PARTY DATA											
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>Kim J. Regan</td> <td>07/08/2013</td> </tr> <tr> <td>Kenneth Weaver</td> <td>07/08/2013</td> </tr> </tbody> </table>		Name	Execution Date	Kim J. Regan	07/08/2013	Kenneth Weaver	07/08/2013				
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RECEIVING PARTY DATA											
<table border="1"> <tr> <td>Name:</td> <td>Facility Concepts, Inc.</td> </tr> <tr> <td>Street Address:</td> <td>7676 Zionsville Road</td> </tr> <tr> <td>City:</td> <td>Indianapolis</td> </tr> <tr> <td>State/Country:</td> <td>INDIANA</td> </tr> <tr> <td>Postal Code:</td> <td>46268</td> </tr> </table>		Name:	Facility Concepts, Inc.	Street Address:	7676 Zionsville Road	City:	Indianapolis	State/Country:	INDIANA	Postal Code:	46268
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<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Application Number:</td> <td>29457120</td> </tr> </tbody> </table>		Property Type	Number	Application Number:	29457120						
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CORRESPONDENCE DATA											
Fax Number: 3176377561 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> Phone: 317-634-3456 Email: docketdept@uspatent.com Correspondent Name: Woodard Emhardt Moriarty McNett & Henry Address Line 1: 111 Monument Circle Address Line 4: Indianapolis, INDIANA 46204											
ATTORNEY DOCKET NUMBER:	024221-000005										
NAME OF SUBMITTER:	Sandra G. Henry										
Signature:	/Sandra G. Henry/										
Date:	07/15/2013										
Total Attachments: 3 source=Assignment_24221-5#page1.tif source=Assignment_24221-5#page2.tif source=Assignment_24221-5#page3.tif											

OP \$40.00 29457120

ASSIGNMENT

1. DEFINITIONS

- 1.1 **ASSIGNOR** means the one or more parties identified in the assignor signature section at the bottom of this assignment.
- 1.2 **ASSIGNEE** means Facility Concepts, Inc., a corporation of Indiana, having a principal place of business at 7676 Zionsville Road, Indianapolis, IN 46268, as well as its successors and/or assigns.
- 1.3 **PATENT APPLICATION** means United States Patent Application Number 29/457,120 which was filed on June 7, 2013, with the title of CHAIR BASE.
- 1.4 **INVENTION** means concepts, ideas, discoveries, solutions to problems, improvements, processes, machines, articles of manufacture, and/or anything else which is disclosed, claimed, illustrated, and/or otherwise described in the **PATENT APPLICATION**.
- 1.5 **RELATED PATENT CASES** includes, and is not limited to, any and all patent applications, patents, and/or patent proceedings:
- a. disclosing, illustrating, claiming, and/or otherwise describing the **INVENTION**, such as (but not limited to) statutory invention registrations, petty, provisional, non-provisional, utility, plant, design, and/or international applications;
 - b. claiming directly or indirectly priority to and/or from the **PATENT APPLICATION**, under domestic laws, the Paris Convention, PCT, and/or otherwise, such as (but not limited to) divisional, continuation, continuation-in-part, substitute, international, national phase, and/or regional phase applications; and/or
 - c. subject to, part of, resulting from, and/or otherwise associated with any and all pre-grant, post grant, and/or other patent related proceedings either directly or indirectly related to the **INVENTION** and/or the **PATENT APPLICATION**, such as (but not limited to) opposition, protest, reissue, extensions, reexamination, interference, and/or cancellation proceedings.
- 1.6 **TRANSFERRED RIGHTS** includes, but is not limited to, any and all rights, title, and/or interests assigned or otherwise transferred in this assignment.
- 1.7 **GEOGRAPHIC SCOPE** means worldwide including, but not limited to, member nations of the PCT and non-member nations of the PCT as well as their territories.
- 1.8 **EFFECTIVE DATE** means the earlier of the conception date of the **INVENTION**, the filing date of the **PATENT APPLICATION**, the filing date of the **RELATED PATENT CASES**, and/or the date that this assignment is first signed by at least one of the parties.

2. ASSIGNMENT OF RIGHTS

- 2.1 **Consideration.** The ASSIGNOR hereby acknowledges receipt of good, valuable, and sufficient consideration from the ASSIGNEE for this assignment.
- 2.2 **Intellectual Property.** The ASSIGNOR hereby assigns to the ASSIGNEE all rights, title, and interest in and/or to the **INVENTION**, **PATENT APPLICATION**, and **RELATED PATENT CASES**.
- 2.3 **Right to Claim Priority.** The ASSIGNOR hereby assigns to the ASSIGNEE all right, title, and interest to claim priority to and/or from the **PATENT APPLICATION** and the **RELATED PATENT CASES**.
- 2.4 **Infringement and Misappropriation.** The ASSIGNOR hereby assigns to the ASSIGNEE all past, present and future causes of action for infringement and/or misappropriation of the **INVENTION**, **PATENT APPLICATION**, **RELATED PATENT CASES** and/or **RELATED INTELLECTUAL PROPERTY**, whether the infringement and/or misappropriation is committed and/or the cause of action comes into existence before, during, or after the **EFFECTIVE DATE**.
- 2.5 **Remedies.** The ASSIGNOR hereby assigns to the ASSIGNEE all past, present and future remedies for infringement and/or misappropriation, including damages, royalties, and profits.
- 2.6 **Scope.** All assignments and/or other transfers of rights and/or title, both legal and equitable, made herein are to the full extent of the **GEOGRAPHIC SCOPE** such that no right, title, and interest remain with the ASSIGNOR.

3. FUTURE PERFORMANCE

- 3.1 Communicate Information. The ASSIGNOR hereby agrees to and will communicate all facts and/or information known to the ASSIGNOR with respect to the TRANSFERRED RIGHTS to the ASSIGNEE and/or its legal representatives.
- 3.2 Sign Documents. The ASSIGNOR hereby agrees to and will sign and return any and all documents that ASSIGNEE desired to be signed that are directly or indirectly related to the TRANSFERRED RIGHTS. These documents can include, but are not limited to, assignments, oaths, declarations, affidavits, and powers of attorney.
- 3.3 Legal Proceedings. The ASSIGNOR hereby agrees to and will truthfully testify and/or participate in any legal and/or quasi-legal proceedings regarding any facts and/or information known to the ASSIGNOR related to the TRANSFERRED RIGHTS at the request of the ASSIGNEE and/or its legal representatives
- 3.4 Generally Protect Assignee's Rights. The ASSIGNOR hereby agrees to and will do everything reasonable to help in securing, maintaining, and/or enforcing rights to the TRANSFERRED RIGHTS for the ASSIGNEE.
- 3.5 No Additional Consideration Required. The ASSIGNOR agrees to and will perform the acts mentioned herein without the requirement of any additional consideration.

4. ATTORNEY CLIENT PRIVILEGE

- 4.1 Assignment of Attorney-Client Privilege. The ASSIGNOR hereby assigns to the ASSIGNEE all past, present and future rights and privileges related to any attorney-client privilege and/or work product of the ASSIGNOR in relation to the TRANSFERRED RIGHTS.
- 4.2 Prevent Waiver of Attorney Client Privilege. The ASSIGNOR hereby agrees to not engage in any acts resulting in the intentional or unintentional waiver of the attorney client privilege, work product, and/or common interest without the express written authorization from the ASSIGNEE and/or its legal representatives.
- 4.3 Partial Waiver of Attorney-Client Privilege. The ASSIGNOR hereby agrees that any partial waiver of the attorney-client privilege and/or work product of the ASSIGNOR does not constitute total waiver.

5. COVENANTS AND WARRANTIES

- 5.1 Authority to Convey. The ASSIGNOR hereby covenants and warrants that the ASSIGNOR has the full right and authority to convey the TRANSFERRED RIGHTS assigned by this assignment.
- 5.2 No Conflicts. The ASSIGNOR hereby covenants and warrants that the ASSIGNOR has not executed and will not execute any documents and/or perform any acts conflicting with this assignment.

6. MISCELLANEOUS

- 6.1 Issue Patent to Assignee. The ASSIGNOR hereby authorizes and requests that any and all patents based on the PATENT APPLICATION and/or RELATED PATENT CASES issue to the ASSIGNEE, its successors in interest, its assigns, and/or its legal representatives.
- 6.2 Severability. If any provision of this assignment is ruled invalid and/or unenforceable by a court, such decision shall not affect the validity and/or enforceability of the remaining provisions this assignment.
- 6.3 Choice of Law. This assignment shall be interpreted and controlled by the laws of the United States, and in particular in accordance with the laws of the State of Indiana, without reference to the conflict of law principles thereof. It is further understood that Assignor consents to the courts of Indiana in connection with any dispute arising under the assignment.
- 6.4 Effective Date. This assignment is hereby made effective as of the EFFECTIVE DATE.

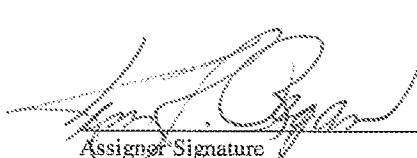
ASSIGNOR(S) SIGNATURE(S)

Kim J. Regan

Home Address:

14529 Quail Pointe Dr.
CARMEL, INDIANA 46032

United States



7/8/12

Assignor Signature

Assignor Date

Notarial Stamp/Seal

SUBSCRIBED and SWORN to before me by Kim J. Regan
this _____ day of _____, 20____, in the county of _____
in the State of _____.

Notary Public (Signature)

(Printed Name)

Resident of _____ County

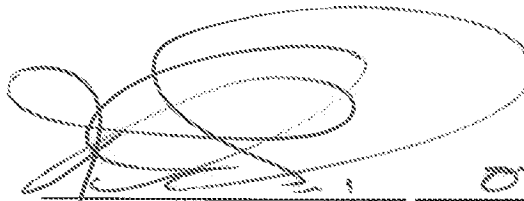
My Commission Expires _____

Kenneth Weaver

Home Address:

9301 E. 300 SOUTH
ZIONSVILLE, IN 46077

United States



07-08-13

Assignor Signature

Assignor Date

Notarial Stamp/Seal

SUBSCRIBED and SWORN to before me by Kenneth Weaver
this _____ day of _____, 20____, in the county of _____
in the State of _____.

Notary Public (Signature)

(Printed Name)

Resident of _____ County

My Commission Expires _____