

## PATENT ASSIGNMENT COVER SHEET

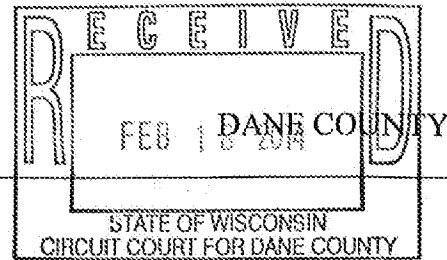
Electronic Version v1.1  
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EPAS ID: PAT3128862

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	COURT APPOINTMENT OF TRUSTEE	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	AMERICAN TV & APPLIANCE OF MADISON, INC.	02/18/2014
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	MICHAEL S. POLSKY	
<b>Street Address:</b>	330 EAST KILBOURN AVE., SUITE 1085	
<b>City:</b>	MILWAUKEE	
<b>State/Country:</b>	WISCONSIN	
<b>Postal Code:</b>	53202	
<b>PROPERTY NUMBERS Total: 1</b>		
	<b>Property Type</b>	<b>Number</b>
	Patent Number:	5873069
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(214)661-6876	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>		
<b>Phone:</b>	214-953-5758	
<b>Email:</b>	sborrelli@jw.com	
<b>Correspondent Name:</b>	SARA K. BORRELLI	
<b>Address Line 1:</b>	901 MAIN STREET, SUITE 6000	
<b>Address Line 4:</b>	DALLAS, TEXAS 75202	
<b>ATTORNEY DOCKET NUMBER:</b>	003914.00008	
<b>NAME OF SUBMITTER:</b>	SARA K. BORRELLI	
<b>SIGNATURE:</b>	/sara k. borrelli/	
<b>DATE SIGNED:</b>	12/02/2014	
<b>Total Attachments: 4</b>		
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STATE OF WISCONSIN

CIRCUIT COURT



In re:

AMERICAN TV & APPLIANCE OF MADISON, INC.,

Assignor.

Case No.:

Case Code: 30304

**14CV0477**

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**ORDER APPOINTING RECEIVER, ENJOINING CREDITORS FROM  
PROCEEDINGS AGAINST ASSIGNOR, AND GRANTING OTHER RELIEF**

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Michael S. Polsky, Esq., having filed in this Court the original Assignment for the Benefit of Creditors (the "Assignment") made and duly executed by a duly authorized representative of American TV & Appliance of Madison, Inc. (the "Assignor"), and having filed in these proceedings his acceptance of said Assignment in accordance with Wis. Stat. § 128.05, and having filed a Petition for the Appointment of a Receiver:

**NOW, THEREFORE, IT IS HEREBY ORDERED:**

1. That Michael S. Polsky, Esq., Two Plaza East, 330 East Kilbourn Avenue, Suite 1085, Milwaukee, Wisconsin 53202 (the "Receiver"), is hereby appointed as Receiver of Assignor, whose principal place of business is located in Madison, Wisconsin, the Receiver having all of the usual powers vested in him pursuant to Chapter 128 of the Wisconsin Statutes, and the laws applicable thereto. The Receiver is hereby appointed as an officer of the Court and shall have immunity from personal liability as is afforded such officers under Wisconsin law, including, but not limited to immunity from personal liability for acts or omissions undertaken as Receiver within the scope of his authority as set forth herein or as otherwise defined by law or by statute. In addition, the Receiver may not be sued without the prior permission of this Court.

2. That the Receiver shall obtain a surety bond in the sum of \$10,000 and the Receiver is further directed to file said surety bond with the Court.

3. The Receiver shall give notice of the Assignment to all known creditors of Assignor, by mail, and by publication as a Class III Notice under Chapter 985 of the Wisconsin Statutes, in Dane County, and shall further give notice to the following government agencies: Internal Revenue Service, Wisconsin Department of Revenue, Wisconsin Department of Workforce Development, and the local municipalities in which Assignor operates retail stores. Said notice shall direct all creditors to file their claims within three (3) months of the date of the notice with this Court to the attention of the Clerk of Circuit Court, Dane County Courthouse, 215 South Hamilton Street, Madison, Wisconsin 53703. That all creditors not filing their claims within said time shall be precluded and barred from participating in any dividend payable to creditors.

4. That Assignor, its agents, directors, officers, shareholders and employees, are hereby enjoined and restrained from transferring, encumbering or otherwise disposing of any assets of Assignor.

5. That all creditors of Assignor are hereby enjoined and restrained from: (a) commencing any action or prosecuting any other action now pending other than in these proceedings; (b) enforcing against Assignor or its property any judgment; and (c) taking any action to collect or recover a claim against Assignor.

6. That within ten (10) days of this Order Assignor shall file a verified list of the assets and liabilities of Assignor and shall turn over all books and records of Assignor to the Receiver.

7. That the Receiver is hereby authorized to employ an accountant to prepare any necessary tax returns, subject to the prior consent of BMO Harris Bank, N.A.

8. That the Receiver is hereby authorized to sell any and all property of the Assignor free and clear of all liens, with all liens attaching to the proceeds of sale in the order of their priority, through public or private proceedings, in a commercially reasonable manner, subject to the prior consent of BMO Harris Bank, N.A. and the approval of the Court.

9. That the Receiver is hereby authorized and directed to use Assignor's existing depository as a depository of all funds which may come into the possession of the Receiver in the liquidation of the assets of Assignor.

10. The Receiver is also authorized to assume plan sponsor responsibility for the Assignor's Profit Sharing and/or 401(k) Plan as successor to the Assignor, if applicable.

11. The Receiver is also authorized to assume fiduciary responsibility for the Assignor's Employee Benefit and 401(k) Plans (collectively, the "Plans"), if any, and its assets; this authority includes, but is not limited to, the authority to terminate the fiduciary status of previous fiduciaries; to direct third party administrator and/or other related service providers; to direct the payment of expenses associated with final administration and termination of the Plans; to direct distributions to participants from the Plans' assets; to terminate the Plans, and to take such other and further actions as the Receiver in his discretion deems advisable under the circumstances.


12. The Receiver shall not, by the exercise of his authority under this Order, be deemed to possess or control, nor hold title to, the subsurface of the property which is the subject of this action, nor any hazardous waste or hazardous substance. The terms "hazardous waste" and/or "hazardous substance" means those substances which are regulated by or form the basis of liability under the federal, state or local environmental laws, including, without limitation, asbestos, polychlorinated biphenyls ("PCBs"), and radioactive substances, or any other material or substance which has in the

past or could in the future constitute a health, safety or environmental hazard to any person or property.

13. That the Receiver may apply for such other and further relief as is appropriate under the circumstances.

Dated this 18<sup>th</sup> day of February, 2014.

BY THE COURT:

  
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Circuit Court Judge