

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3147180

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	GEMMY INDUSTRIES CORPORATION	11/20/2014
RECEIVING PARTY DATA		
Name:	VARIDESK, LLC	
Street Address:	117 WRANGLER DRIVE	
Internal Address:	SUITE 100	
City:	COPPELL	
State/Country:	TEXAS	
Postal Code:	75019	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	14183052
CORRESPONDENCE DATA		
Fax Number:	(214)978-3099	
<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>		
Phone:	214-978-3000	
Email:	docket@bakermckenzie.com	
Correspondent Name:	BAKER & MCKENZIE LLP	
Address Line 1:	2001 ROSS AVENUE	
Address Line 2:	SUITE 2300	
Address Line 4:	DALLAS, TEXAS 75201	
ATTORNEY DOCKET NUMBER:	10005493	
NAME OF SUBMITTER:	NANCY MILINKOVICH	
SIGNATURE:	/Nancy Milinkovich/	
DATE SIGNED:	12/15/2014	
Total Attachments: 3		
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AMENDED AND RESTATED
ASSIGNMENT OF PATENTS

In connection with the consummation of the transactions contemplated in that certain Asset Purchase Agreement (the "Asset Purchase Agreement"), dated and effective as of June 30, 2014 (the "Effective Date"), between Gemmy Industries Corporation, a corporation organized under the laws of the State of Texas ("Assignor"), and Varidesk, LLC, a limited liability company organized under the laws of the State of Texas ("Assignee"), the Assignor sold and assigned and agreed to sell and assign to the Assignee all of its rights and interests in and to all patents and pending patent applications owned by Assignor relating to the business previously conducted by Assignor related to the design, marketing, sale and distribution of height-adjustable desks under the trade name "VARIDESK", together with all goodwill associated with the foregoing, including the patents and patent applications listed on Schedule I attached hereto (which is incorporated into and made a part of this Amended and Restated Assignment of Patents), and all future patent applications (including any divisionals, continuations, continuations-in-part, etc.) derived in any part from the transferred patents and patent applications (collectively, the "Patents").

NOW, THEREFORE, for the consideration set forth in the Asset Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor does hereby sell, assign and transfer to the Assignee and its successors and assigns, effective as of the Effective Date, all right, title, and interest of the Assignor in, to, and under the Patents, together with all rights to sue and recover for any past, present or future infringements, dilution, damage or injury (and including the right to take over and continue any and all existing suits) to any of the foregoing and collect profits or damages with respect to same, the same to be held and enjoyed hereinafter by the Assignee for its own use and for the use of its successor and assigns, to the full end of the term for which the Patents were granted, as fully and entirely as the same when have been held by Assignor had this Assignment not been made.

Assignor hereby covenants to execute and deliver to Assignee such additional assignments and instruments of transfer as Assignee may require to evidence Assignee's ownership of the Patents or the conveyance of the Patents to Assignee.

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IN WITNESS WHEREOF, the undersigned have duly executed this Assignment of Patents on November 20, 2014 to be effective as of the Effective Date.

ASSIGNOR:

Gemmy Industries Corporation

Signature: [Signature]
Name: Jason McCann
Title: President

ASSIGNEE:

Varidesk, LLC

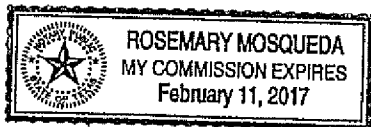
Signature: [Signature]
Name: Jason McCann
Title: CEO

STATE OF TEXAS

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§
§

COUNTY OF DALLAS

On November 20, 2014 before me, Rosemary Mosqueda, Notary Public, personally appeared Jason McCann, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacities, and that by his signature on the instrument the entities upon whose behalf he acted executed the instrument.



[Signature]
NOTARY PUBLIC

Schedule I

<u>Patents</u>	<u>Description</u>	<u>Grant Date</u>
US 8,671,853 B2	Adjustable desk platform	March 18, 2014

<u>Patent Applications</u>	<u>Description</u>	<u>Filing Date</u>
U.S. Application No. 14/183,052	Adjustable desk platform or desk	February 18, 2014
U.S. Application No. 14/013,285	Adjustable desk platform or desk	August 29, 2013
U.S. Application No. 13/642,651	Adjustable desk platform or desk	October 22, 2012
International Application No. PCT/US2012/48775	Adjustable desk platform or desk	July 30, 2012
Provisional Application No. 14/230,499	Adjustable desk platform or desk	March 31, 2014
Provisional Application No. 61/651,101	Adjustable desk platform or desk	May 24, 2012

(i) All divisions, continuations, continuing prosecution applications, continuations in part, reissues, renewals, reexaminations, and extensions thereof anywhere in the world; (ii) any counterparts worldwide claiming priority from any of the foregoing items; (iii) any utility models, patents of importation/confirmation, and certificates of invention and like statutory rights; and (iv) and all rights in and to any of the foregoing.

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