

03-12-2001

FORM PTO-1618A  
Expires 06/30/99  
OMB 0651-0027

U.S. Department of Commerce  
Patent and Trademark Office  
TRADEMARK



101632117

2-96-01

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

#### Submission Type

- New
- Resubmission (Non-Recordation)  
Document ID #
- Correction of PTO Error  
Reel #  Frame #
- Corrective Document  
Reel #  Frame #

#### Conveyance Type

- Assignment  License
  - Security Agreement  Nunc Pro Tunc Assignment
  - Merger  Change of Name
  - Other
- Effective Date  
Month Day Year

#### Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name

Formerly

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other
- Citizenship/State of Incorporation/Organization

#### Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)   
City

State/Country

Zip Code

- Individual  General Partnership  Limited Partnership  Association
- Corporation  Association
- Other
- Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

03/09/2001 GTDN11 00000058 75240426

FOR OFFICE USE ONLY

165E

01 FC:401  
02 FC:402

40.00 OP  
125.00 OP

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Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK  
REEL: 002248 FRAME: 0295

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

#

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

| Trademark Application Number(s)       |                      |                      | Registration Number(s)               |                                      |                      |
|---------------------------------------|----------------------|----------------------|--------------------------------------|--------------------------------------|----------------------|
| <input type="text" value="75240426"/> | <input type="text"/> | <input type="text"/> | <input type="text" value="1519858"/> | <input type="text" value="1861808"/> | <input type="text"/> |
| <input type="text"/>                  | <input type="text"/> | <input type="text"/> | <input type="text" value="1817953"/> | <input type="text" value="1751907"/> | <input type="text"/> |
| <input type="text"/>                  | <input type="text"/> | <input type="text"/> | <input type="text" value="1816906"/> | <input type="text"/>                 | <input type="text"/> |

**Number of Properties**

Enter the total number of properties involved.

#

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed  Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes  No

**Statement and Signature**

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Peter J. Lozicki

Name of Person Signing

Signature

2/22/01

Date Signed

## ASSIGNMENT OF TRADEMARK

This Assignment is made this 30th day of January, 2001 by and between Windquest Companies, Inc., a Michigan corporation, with its principal place of business at 3311 Windquest Drive, Holland, Michigan 49424 ("Assignor"), and InnerSpace Corporation, a Michigan corporation, with its principal place of business at P.O. Box 2186, Grand Rapids, Michigan, 49501 ("Assignee"). Therefore, let it be witnessed that:

**WHEREAS**, Assignor, has adopted, owns, is using and/or has used certain trademarks in connection with the following goods and/or services: Medical supply storage carts and storage cabinets for use in hospitals, doctor offices and medical clinics, which are more particularly identified on that attached Exhibit A ("the Marks"); and

**WHEREAS**, Assignor has applied for and/or owns federal registrations for the Marks on the Principal Register of the United States Patent and Trademark Office in connection with the goods and/or services identified and set forth on Exhibit A hereto; and

**WHEREAS**, Assignee desires to acquire both the Marks and the above-referenced Applications and/or Registrations;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Assignor, on behalf of itself and its predecessor(s) in interest and title, hereby sells, assigns and transfers to Assignee all right, title and interest in and to the Marks, together with the goodwill of the business symbolized by the Marks, and the applications and registrations thereof.

2. Upon execution of this Assignment, to the extent Assignor has any of the following in its possession, Assignor shall deliver to Assignee Assignor's complete Application or Registration file(s) for each Mark, including, if available, at least one extra label, name plate, carton, brochure or other writing, or other specimen provided to the United States Patent and Trademark Office.

3. Assignor hereby warrants as follows:

(a) Assignor is the owner of the Marks as applied to the goods and services listed on Exhibit A and has the right to execute this Assignment; Assignor does not know of any prior use of the Marks or any third party claim of any prior use of the Marks or any confusingly similar mark on or in connection with the same or similar goods or services; and no challenges have been asserted to Assignor's ownership of the Marks or their right to assign the Marks and the associated goodwill to Assignee;

(b) Assignor has not abandoned use of the Marks, and, directly or through their predecessor in interest or licensee(s), Assignor has continuously used the Mark in interstate commerce since its adoption in connection with the goods and services listed on Exhibit A.

(c) Assignor has applied for registration of each of the Marks set forth in Exhibit A, and each, with the exception of QUICK ACCESS, has been registered in the Principal Register in the United States Patent and Trademark Office for the goods and/or services

substantially as set forth on Exhibit A. The sole exception being QUICK ACCESS, Serial No. 75240426, which Assignor has made application for registration in the Principal Register in the United States Patent and Trademark Office for the goods and/or services substantially as set forth on Exhibit A.

(d) Assignor has not registered and has no pending application for registration of the Marks in any other country or state.

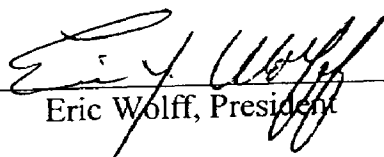
4. Assignor agrees to cooperate with and assist Assignee in Assignee's obtaining, enforcing and defending its rights in the Marks pursuant to this Assignment and the parties' separate purchase agreement, including, without limitation, Assignor's protection of the Application and any new or modified applications to register the Marks in the United States Patent and Trademark Office or in any state for goods and services the same as or similar to those listed on Exhibit A or those contained in the Application. Assignor's actual and reasonable out-of-pocket expenses so incurred at Assignee's request shall be reimbursed by Assignee promptly upon receipt of Assignor's itemized invoices therefor. Assignor agrees to execute any and all documents which Assignee requests for purposes of perfecting the assignment and federal registration of the Marks as contemplated herein.

5. Assignor agrees to immediately cease all use of the Marks upon execution of this Assignment.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed, in duplicate counterparts, by their duly authorized representatives as of the day and year first above written.

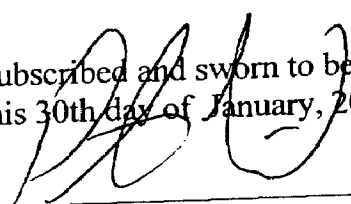
WINDQUEST COMPANIES, INC.

InnerSpace Corporation

By:   
Eric Wolff, President

By:   
Christopher Barber, President

Subscribed and sworn to before me  
this 30th day of January, 2001.

  
\_\_\_\_\_  
Notary Public

My Commission Expires: 12/21/02

Attachments: Exhibit A

**EXHIBIT A**

| <b>Mark</b>       | <b>Reg. No.</b> | <b>Serial No.</b> | <b>Description</b>  |
|-------------------|-----------------|-------------------|---|
| DATEL             | 1519858         | 73723029          | IC 020. US 032. G&S:<br>Furniture, namely, storage<br>cabinets. First use: 19860400.<br>First use in commerce:<br>19860400  |
| QUICK ACCESS      | N/A             | 75240426          | IC 010. US 026 039 044. G&S:<br>Medical supply storage carts<br>and storage cabinets for use in<br>hospitals, doctor offices and<br>medical clinics. First use:<br>19980400. First use in<br>commerce: 19980400 |
| FINGERTIP STORAGE | 1817953         | 74378246          | IC 020. US 002 032 G&S:<br>Storage system comprised of<br>carts, cabinets, trays, baskets<br>and shelves sold as a unit. First<br>use: 19930302. First use in<br>commerce: 19930302                             |
| SCOPETRAC         | 1816906         | 74379873          | IC 020. US 032 044. G&S:<br>Cabinets for the storage of<br>endoscopes. First use:<br>19920300. First use in<br>commerce: 19920300   |
| FLEXISTORAGE      | 1861808         | 74378247          | IC 020. US 032. G&S:<br>Furniture; namely, movable and<br>stationary storage cabinets.<br>First use: 19910800. First use<br>in commerce: 19910800   |
| CATH-TRAC         | 1751907         | 74080812          | IC 020. US 032. G&S:<br>Furniture; namely, storage<br>cabinets. First use: 19901100.<br>First use in commerce:<br>19901100  |