

RE 5-21-6)

08-23-2001

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

RECORDATION FORM CO TRADEMARKS



PERCE k Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): WINDQUEST COMPANIES, INC. [ ] Individual(s) [ ] Association [ ] General Partnership [ ] Limited Partnership [x] Corporation-State [ ] Other Additional name(s) of conveying party(ies) attached? [ ] Yes [x] No

2. Name and address of receiving party(ies) Name: INNERSPACE CORPORATION Internal Address: Street Address: 4920 Starr, S.E. City: Grand Rapids State: MI Zip: 49546 [ ] Individual(s) citizenship [ ] Association [ ] General Partnership [ ] Limited Partnership [x] Corporation-State Michigan [ ] Other If assignee is not domiciled in the United States, a domestic representative designation is attached: [ ] Yes [x] No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? [ ] Yes [x] No

3. Nature of conveyance: [x] Assignment [ ] Merger [ ] Security Agreement [ ] Change of Name [ ] Other Execution Date: January 30, 2001

4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) 1751907; 1519858; 1817953; 1861808; and 1816906 Additional number(s) attached [ ] Yes [x] No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: INTELLECTUAL PROPERTY GROUP Internal Address: WARNER NORCROSS & JUDD LLP Street Address: 900 Old Kent Building 111 Lyon Street, N.W. City: Grand Rapids State: MI Zip: 49503

6. Total number of applications and registrations involved: 5

7. Total fee (37 CFR 3.41): \$ 140.00 [x] Enclosed [x] Authorized to be charged to deposit account

8. Deposit account number: 23-0457 (Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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. Kimberly A. Johnson Name of Person Signing Signature Date August 14, 2001

Total number of pages including cover sheet, attachments, and document: Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

## 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.

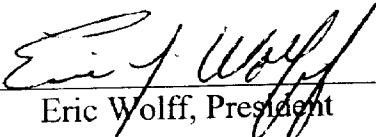
4. Assignor agrees to cooperate with and assist Assignee in Assignee's obtaining, enforcing and defending its rights in the Marks pursuant to this Assignment and the parties' separate purchase agreement, including, without limitation, Assignor's protection of the Application and any new or modified applications 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.

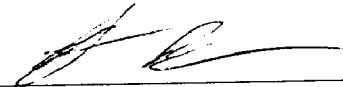
5. Assignor agrees to immediately cease all use of the Marks upon execution of this Assignment.

**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.

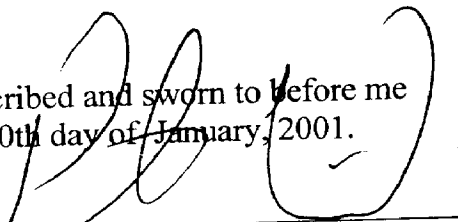
WINDQUEST COMPANIES, INC.

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: 12/12/02

Attachments: Exhibit A

EXHIBIT A

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