

11/13/02 RECORDATION  
TRA

11-19-2002

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To the Honorable Commissioner of Patents and Trademarks

Original documents or copy thereof.

Name of conveying party(ies): Rubbermaid Incorporated

2. Name and address of receiving party(ies)

Name: Apex Medical Corporation

Internal Address: \_\_\_\_\_

Street Address: 921 E. Amidon St. 57104

City: Sioux Falls State: SD ZIP: 57101-1235

Individual(s)  Association  
General Partnership  Limited Partnership  
 Corporation-State OH  
Other \_\_\_\_\_

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State SD  
 Other \_\_\_\_\_

Additional name(s) of conveying party(ies) attached?  Yes  No

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No

Nature of conveyance:

Assignment  Merger  
 Security Agreement  Change of Name  
 Other \_\_\_\_\_

(Designations must be a separate document from assignment)

Execution Date: October 22, 2002

Additional name(s) & address(es) attached?  Yes  No

Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Additional numbers attached?  Yes  No

Name and address of party to whom correspondence concerning document should be mailed:

6. Total number of applications and registrations involved: 3

Name: Laura Konrath

7. Total fee (37 CFR 3.41).....\$ 90

Internal Address: Winston & Strawn

Enclosed

33rd Floor

Authorized to be charged to deposit account

Street Address: 35 West Wacker Drive

8. Deposit account number:

City: Chicago State: IL ZIP: 60601

N/A

(Attach duplicate copy of this page if paying by deposit account)

11/18/2002 6TON11 00000680 1039603

DO NOT USE THIS SPACE

01 FC-A521 40.00 OP  
02 FC-A522 50.00 OP

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.

Laura Konrath  
Name of Person Signing

[Signature]  
Signature

          
Date

Total number of pages including cover sheet, attachments, and document:         

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments

TRADEMARK  
REEL: 002619 FRAME: 0510

# Continuation Itemy

Assignment of Intellectual Property Assets

## SCHEDULE A

U.S. Patent No. 5,529, 205 – Hinge Assembly for a Container  
U.S. Patent No. 5,579, 793 – Foldable Walker  
U.S. Design No. 366,104 – Bath tub Board  
U.S. Design No. 373,555 – Brace for a Walker  
U.S. Design No. 375,638 – Transfer Bench for a Bathtub  
U.S. Design No. 375, 641 – Portable Table  
U.S. Design No. 375,854 – Leg for Chair  
U.S. Design No. 377,827 – Tub Hand Hold  
U.S. Design No. 377,971 – Portable Commode  
U.S. Design No. 382,465 Caster Cover  
Canada Design No. 79503 – Leg for a Chair  
Canada Design No. 79504 – Transfer Bench for Bathtub  
Canada Design No. 79700 – Portable Table

U.S. Trademark No. 1,039,603 – Carex  
U.S. Trademark No. 1,446,208 – Step N' Rest  
U.S. Trademark No. 1,674, 129 – Carex  
Australia Trademark No. 438,576 – Carex  
Benelux Trademark No. 526,937 – Carex  
Canada Trademark No. 222,558 – Carex  
Mexico Trademark No. 440,975 – Carex  
Nicaragua Trademark No. 27, 016 – Carex  
Turkey Trademark No. 145,658 – Carex

**ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS**

WHEREAS, Rubbermaid Commercial Products LLC, a Delaware limited liability company ("RCP"), and Productos Rubbermaid S. de R.V. de C.V., a Mexican limited liability corporation ("Productos") (collectively RCP and Productos are referred to as "Sellers") have entered into a Purchase Agreement with Apex Medical Corporation, a South Dakota corporation ("Apex"), and Apex/Carex Healthcare Products Mexico, S.A. de C.V., a Mexican corporation ("Apex Mexico") (collectively, Apex and Apex Mexico are referred to as "Buyers"); and

WHEREAS, under the Purchase Agreement, Buyers agreed to purchase all of the assets used exclusively in, or related exclusively to, the manufacture, marketing, sale and distribution of certain healthcare products for institutional and residential use, commonly known as the Carex Healthcare products division (the "Business") of Sellers, and

WHEREAS, Rubbermaid Incorporated, an Ohio corporation, ("Assignor") is the Sole Member of RCP; and

WHEREAS, Assignor has an interest in some intellectual property assets related to the Business that is to be transferred to Apex ("Assignee"); and

WHEREAS, Assignor is the owner of all right, title and interest in and to the United States federal trademark and service mark registrations and applications therefor listed in Schedule A (collectively, the "Federal Marks"); and

WHEREAS, Assignor is the owner of all right, title and interest in and to the foreign trademark and service mark registrations and applications therefor listed in Schedule A (collectively, the "Foreign Marks"); and

WHEREAS, in the United States, the Assignor owns all right, title and interest in and to the United States patents and utility models and applications therefor listed in Schedule A hereto, and all reissues, divisions, continuations, continuations-in-parts, extensions, and reexaminations thereof or thereon (collectively, the "Federal Patents"); and,

WHEREAS, outside the United States, the Assignor owns all right, title and interest in and to the foreign patents and utility models and applications therefor listed in Schedule A hereto, and all reissues, divisions, continuations, continuations-in-parts, extensions, and reexaminations thereof or thereon (collectively, the "Foreign Patents"); and,

WHEREAS, to the best of its knowledge, Assignor is the owner of all right, title and interest in and to various copyrights, trade dress, know-how, trade secrets, common law trademarks, service marks and tradenames, and other similar proprietary rights used exclusively in, or related exclusively to, the Business (collectively, the "Common Law Assets"); and

WHEREAS, Assignee is desirous of acquiring all of Assignor's right, title and interest in and to all Federal Marks, Foreign Marks, Federal Patents, Foreign Patents, and Common Law Assets (together, the "ASSETS"); and

NOW, THEREFORE, for valuable and legally sufficient consideration acknowledged by the Assignor to have been received in full:

1. The Assignor does hereby sell, convey, assign and transfer to the Assignee the entire right, title and interest in, to and under all ASSETS, together with the goodwill of the business symbolized by such ASSETS, together with all rights and privileges granted and secured thereby, including the full right to sue for past, present or future infringement of such ASSETS, these rights to be held and enjoyed by the Assignee as fully and entirely as the same would have been held and enjoyed by said Assignor if this Assignment had not been made.

2. The Assignor hereby agrees to execute any documents reasonably required to effect this Assignment and to cooperate with the Assignee, at Assignee's expense, to enable the Assignee to enjoy, to the fullest extent, the right, title and interest herein conveyed.

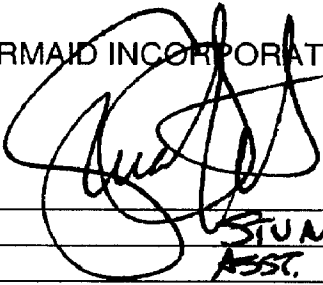
3. The terms and covenants of this Assignment shall inure to the benefit of the Assignee, its successors and assigns and other legal representatives, and shall be binding upon the Assignor, its respective heirs, legal representatives and assigns.

IN TESTIMONY WHEREOF, Assignor has executed this Assignment this <sup>22nd</sup> ~~1~~th day of October, 2002.

RUBBERMAID INCORPORATED

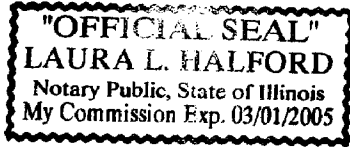
By:

Its:

  
STUART I GRATT  
ASST. SECRETARY

STATE OF ILLINOIS )  
COUNTY OF COOK ) SS:

On this 22nd day of October, 2002, before me appeared Stuart I. Grebb, who, being by me duly sworn, did say that he/~~she~~ is the Assistant Secretary of Rubbermaid Incorporated, an Ohio corporation, and personally known to me to be the same person whose name is subscribed to the foregoing ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS ("Assignment"), and acknowledged to me that he/~~she~~ signed and delivered the foregoing Assignment on behalf of and pursuant to authority from such corporation and that the foregoing Assignment was a free and voluntary act and deed.



Laura L. Halford  
Notary Public  
My commission expires: 3/1/05

**SCHEDULE A**

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