

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Winco, Inc.		07/29/2010	CORPORATION: FLORIDA
RECEIVING PARTY DATA			
Name:	Winco Mfg., LLC		
Street Address:	Eleven South Meramec		
Internal Address:	Suite 1430		
City:	Clayton		
State/Country:	MISSOURI		
Postal Code:	63105		
Entity Type:	LIMITED LIABILITY COMPANY: MISSOURI		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2320868	STRETCHAIR	
Registration Number:	2951208	CARE CLINER	
Registration Number:	3107804	WINCO	
CORRESPONDENCE DATA			
Fax Number:	(314)480-1505		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	314-480-1500		
Email:	tracey.paterson@huschblackwell.com		
Correspondent Name:	Husch Blackwell Sanders LLP		
Address Line 1:	190 Carondelet Plaza		
Address Line 2:	Suite 600		
Address Line 4:	St. Louis, MISSOURI 63105		
ATTORNEY DOCKET NUMBER:	461329.36		
NAME OF SUBMITTER:	H. Frederick Rusche		

CH \$90.00 2320868

Signature:	/H. Frederick Rusche/
Date:	08/04/2010
Total Attachments: 6 source=Executed_Assignment#page1.tif source=Executed_Assignment#page2.tif source=Executed_Assignment#page3.tif source=Executed_Assignment#page4.tif source=Executed_Assignment#page5.tif source=Executed_Assignment#page6.tif	

ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS ("*Assignment*") is made by and between **Winco, Inc.**, a Florida corporation, having a place of business at 5516 Southwest 1st Lane, Ocala, Florida 34474 ("*Assignor*"), and **Winco Mfg., LLC**, a Missouri limited liability company ("*Assignee*") having a place of business at Eleven South Meramec, Suite 1430, Clayton, Missouri 63105, and is effective as of the 30 day of July, 2010 (as defined below).

RECITALS

WHEREAS, pursuant to that certain Asset Purchase Agreement of even date herewith executed by Assignor and Assignee (the "*Purchase Agreement*"), Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's worldwide right, title and interest in and to all of Assignor's Intellectual Property Assets (as defined in the Purchase Agreement), including without limitation those items set forth in **Appendix A** annexed hereto and incorporated herein by this reference, including any and all goodwill associated therewith (all of the foregoing being referred to herein as the "*Intellectual Property*"); and

WHEREAS, Assignor has agreed to execute such instruments as Assignee may reasonably request in order to more effectively assign, transfer, grant, convey, assure and confirm to Assignee and its successors and assigns, or to aid and assist in the collection of or reducing to possession by Assignee, all of such Intellectual Property.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby transfers and assigns to Assignee, and Assignee hereby accepts, the transfer and assignment of, all right, title, and interest in and to Assignor's Intellectual Property for the territory of the United States of America and all foreign countries, including, without limitation, (i) all rights, interests, claims and demands, recoverable at law or in equity, that Assignor has or may have in royalties, proceeds, profits and damages for past, present and future infringements of the Intellectual Property, including, without limitation, the right to compromise, sue for and collect said royalties, proceeds, profits and damages, (ii) all rights to file both domestic and foreign applications for registration of all such Intellectual Property and other protection for existing registrations, including renewals and extensions thereof, (iii) all rights to print, to publish, to reproduce, to prepare derivative works, to distribute copies of the Intellectual Property by license or sale, rental, lease, lending or other transfer of ownership, to publicly perform and to publicly display the Intellectual Property in all countries of the world, including, without limitation, the United States and all of its territories and possessions, and (iv) any and all goodwill associated with the Intellectual Property, the same to be held and enjoyed by Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

Assignor shall, without further consideration, cause to be performed such other lawful acts and to be executed such further assignments and other lawful documents as Assignee may from time to time reasonably request to effect fully this Assignment and to permit Assignee to enforce and be duly recorded as the registered owner of the Intellectual Property and all other rights hereby conveyed.

[Rest of page intentionally left blank. Signature page is the next page.]

IN WITNESS WHEREOF, Assignor has caused its duly authorized officer to execute this Assignment as of the first date written above.

Assignor:

WINCO, INC.

By: *Donald R. Frank*
Donald R. Frank, Chief Executive Officer

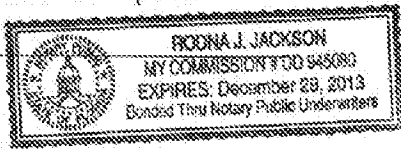
STATE OF FLORIDA)
)
COUNTY OF MARION) SS.

On this 29 day of July, 2010, personally appeared DONALD R. FRANK, to me known, who being by me duly sworn did say that he is the Chief Executive Officer of WINCO, INC. a Florida corporation, and that said instrument was signed on behalf of said corporation by authority of its board of directors, and said DONALD R. FRANK acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.


Rodna J. Jackson
Notary Public

My Commission Expires:



Assignee:


WINCO MFG., LLC

By: 
Name: James Ankoviak
Title: President

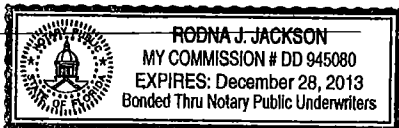
STATE OF FLORIDA)
COUNTY OF Marion) SS.

On this 30 day of July, 2010, personally appeared James Ankoviak, to me known, who being by me duly sworn did say that he is the President of Winco MFG, LLC a Missouri LLC, and that said instrument was signed on behalf of said limited liability company, and said James Ankoviak acknowledged said instrument to be the free act and deed of said LLC.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.


Notary Public

My Commission Expires:



Signature Page of Assignment of Intellectual Property Rights

TRADEMARK
REEL: 004254 FRAME: 0374

Appendix A
Intellectual Property

Patents:

- Patent No.: US 6,349,432 B1
Date of Patent: February 26, 2002
Description: Method and Apparatus for Patient Transfer
- Patent No.: US 7,070,243 B1
Date of Patent: July 4, 2006
Description: Blow Molded Side Panel Chair
- Patent No.: US 7,337,477 B2
Date of Patent: March 4, 2008
Description: Method and Apparatus for Patient Transfer
- Patent No.: US 7,458,638 B1
Date of Patent: December 2, 2008
Description: Lift Chair System
- Patent No. 7,506,387 B1
Date of Patent: March 24, 2009
Description: Method and Apparatus for Patient Transfer

U.S. Trademarks:

- Registration Number: 2,320,868
Registration Date: February 22, 2000
Trademark: Stretchair
Mark Drawing Code: (1) Typed Drawing
- Registration Number: 2,951,208
Registration Date: May 17, 2005
Trademark: Care Cliner
Mark Drawing Code: (4) Standard Character Mark

Care Cliner

- Registration Number: 3,107,804
Registration Date: June 20, 2006
Trademark: Winco
Mark Drawing Code: (3) Design Plus Words, Letters and/or Numbers



Net Names:

Domain Name	Account No.	Points To	Expiration Date
dialysischair.com	20200717	Web Forwarding	March 3, 2011
geriatric-chairs.com	20200717	Web Forwarding	October 1, 2012
geriatricchair.com	20200717	Web Forwarding	October 1, 2012
geriatricchairs.com	20200717	Web Forwarding	October 1, 2012
geriatricseat.com	20200717	Web Forwarding	October 1, 2012
geriatricseating.com	20200717	Web Forwarding	October 1, 2012
stretchair.com	20200717	Web Forwarding	November 9, 2012
treatmenttable.com	20200717	Web Forwarding	July 10, 2011
winco-medquip.com	20200717	Web Forwarding	January 21, 2017
wincoexpress.com	20200717	Web Forwarding	April 17, 2013
wincoincorporated.com	20200717	Web Forwarding	March 3, 2011
wincomfg.com	20200717	ADNS Servicing	March 3, 2011
wincomfg.net	20200717	Web Forwarding	November 7, 2011
wincorep.com	20200717	Web Forwarding	May 30, 2011
wincoreps.com	20200717	Web Forwarding	May 30, 2011