

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM488548

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>RESUBMIT DOCUMENT ID:</b>	900456101		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Chairport Products, LLC		04/18/2017	Limited Liability Company: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Mity-Lite, Inc.		
<b>Street Address:</b>	1301 West 400 North		
<b>City:</b>	Orem		
<b>State/Country:</b>	UTAH		
<b>Postal Code:</b>	84057		
<b>Entity Type:</b>	Corporation: UTAH		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4501669	XPRESSPORT	
<b>Registration Number:</b>	4077837	CHAIRPORT	
<b>Registration Number:</b>	4342368	XPRESSLINK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8015660750		
<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>			
<b>Phone:</b>	801-566-6633		
<b>Email:</b>	docket@tnw.com		
<b>Correspondent Name:</b>	Peter M. de Jonge		
<b>Address Line 1:</b>	8180 S 700 E Ste 350		
<b>Address Line 4:</b>	Sandy, UTAH 84070		
<b>ATTORNEY DOCKET NUMBER:</b>	00538-32793		
<b>NAME OF SUBMITTER:</b>	Peter M. de Jonge		
<b>SIGNATURE:</b>	/petermdejonge/		
<b>DATE SIGNED:</b>	09/04/2018		
<b>Total Attachments: 8</b>			
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source=Redacted Asset Purchase Agreement for Resubmission#page2.tif  
source=Redacted Asset Purchase Agreement for Resubmission#page3.tif  
source=Redacted Asset Purchase Agreement for Resubmission#page4.tif  
source=Redacted Asset Purchase Agreement for Resubmission#page5.tif  
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source=Assignment and Assumption\_Originally Filed#page2.tif  
source=Assignment and Assumption\_Originally Filed#page3.tif

**ASSET PURCHASE AGREEMENT**

**by and between**

**CHAIRPORT PRODUCTS, LLC**  
a Florida limited liability company,

**and**

**Kenneth A. Hufstater, an Individual,**

**and**

**MITY-LITE, INC.**  
A Utah corporation

Dated April 18, 2017

**ASSET PURCHASE AGREEMENT**

**THIS ASSET PURCHASE AGREEMENT** (hereinafter referred to as the "Agreement") is made and entered into as of the last date of execution delivered below by and between **CHAIRPORT PRODUCTS, LLC**, a Florida limited liability company (hereinafter referred to as "Seller"), **KENNETH A. HUFSTATER**, an individual (hereinafter referred to as "Hufstater"), and **MITY-LITE, INC.**, a Utah corporation (hereinafter referred to as "Purchaser").

**RECITALS**

[REDACTED]

**WHEREAS**, Seller wishes to sell and assign to Purchaser, and Purchaser wishes to purchase from the Seller, substantially all of the assets of the Business as specified herein, subject to the terms and conditions set forth herein; and

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**ARTICLE I**

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**ARTICLE II**  
**PURCHASE AND SALE**

Section 2.01 Purchase and Sale of Assets. Subject to the terms and conditions set forth herein, and at the Closing, Seller shall sell, assign, transfer, convey and deliver to Purchaser, and Purchaser shall purchase from Seller, free and clear of any Encumbrances, all of Seller's right, title and interest in, to and under all of the assets, properties and rights of every kind and nature, whether real, personal or mixed, tangible or intangible (including goodwill), wherever located and whether now existing or hereafter acquired [REDACTED] which relate to, or are used or held for use in connection with, the Business (collectively, the "Purchased Assets"), including, without limitation, the following:

• [REDACTED]

• [REDACTED]

(c) all Intellectual Property Assets [REDACTED]

[REDACTED]

• [REDACTED]

• [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

(i) all goodwill and the going concern value of the Business.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.


Effective Date shall be recognized as the 18 day of April, 2017.

**KENNETH A. HUFSTATER,**  
an individual

By:   
Kenneth A. Hufstater

Date: 4/18/2017

**CHAIRPORT PRODUCTS, LLC**  
A Florida limited liability company

By: 

Name: Kenneth A. Hufstater

Title: Managing Member

Date: 4/18/2017

**MITY, INC.**  
A Utah corporation

By: 

Name: JOHN NIDASH

Title: CEO

Date: 4-18-17

[Signature Page to Asset Purchase Agreement]

**INTELLECTUAL PROPERTY  
ASSIGNMENT AND ASSUMPTION AGREEMENT**

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Subject to the terms and conditions of that certain ASSET PURCHASE AGREEMENT, dated April 18, 2017 ("Asset Purchase Agreement"), in consideration of the Purchase Price defined in the Asset Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **CHAIRPORT PRODUCTS, LLC**, a Florida limited liability company (hereinafter referred to as "Seller") and **KENNETH A. HUFSTATER**, an individual (hereinafter referred to as "Hufstater") hereby does grant, bargain, sell, assign, transfer and set over unto **MITY-LITE, INC.**, a Utah corporation (hereinafter referred to as "Purchaser"), all of Seller and Hufstater's rights, title, interest in and to the Intellectual Property of Seller and Hufstater, as defined in the Asset Purchase Agreement; and

Subject to the terms and conditions of the Asset Purchase Agreement, Purchaser does hereby assume all of Seller and Hufstater's rights, title, interest in and to the Intellectual Property as defined in the Asset Purchase Agreement.

**IN WITNESS WHEREOF**, Seller, Hufstater and Purchaser accept and acknowledge the terms and conditions expressed herein as evidenced by a duly authorized signature below.

Signed, sealed and delivered in the presence of two witnesses:

**SELLER**

**CHAIRPORT PRODUCTS, LLC**  
a Florida limited liability company

By: 

Print: Kenneth A. Hufstater

Title:  Managing Member

**KENNETH A. HUFSTATER**

individually

By: 

Witness

Print Name: John L. Millman

Witness

Print Name: Craig Judd

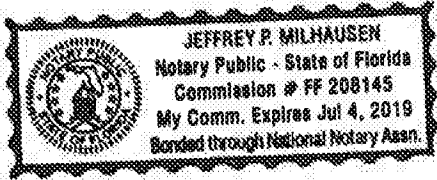
**TRADEMARK**

**REEL: 006428 FRAME: 0363**



STATE OF FLORIDA  
COUNTY OF ORANGE

The execution of the foregoing instrument was acknowledged before me this 18th day of April, 2017, by Ken Hufstater, as the duly authorized Manager of **CHAIRPORT PRODUCTS, LLC**, a Florida limited liability company, on behalf of said corporation and in an individual capacity, who is either (a) personally known to me, or (b) \_\_\_\_\_ has produced \_\_\_\_\_ as identification.



[Signature]  
Notary Public  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

Signed, sealed and delivered  
in the presence of:

**PURCHASER**

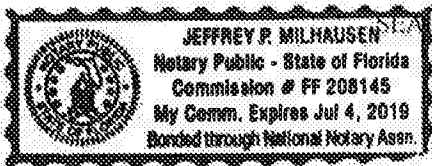
**MITY-LITE, INC.,**  
a Utah corporation

[Signature]  
Jeffrey P. Milhausen  
(Print or Type Name)  
[Signature]  
CEO  
[Signature]  
Craig Todd  
(Print or Type Name)

By: [Signature]  
Print: JOHN DUDASH  
Title: CEO  
Date: 4-18-17

STATE OF Florida  
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 18 day of April, 2017, by John Dudash, as the duly authorized President of **MITY-LITE, INC.**, a Utah corporation, on behalf of the corporation. He/she is \_\_\_\_\_ personally known to me or has produced [Signature] as identification.



[Signature]  
Notary Public

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Section 4.11 Intellectual Property

[REDACTED]

- 1. CHAIRPORT Reg. No. 4,077,837 Dec 27, 2011 Expires 2017
- 2. XPRESSLINK Reg. No. 4,342,368 May 27, 2013
- 3. XPRESSPORT Reg. No. 4,501,669 Mar 25, 2014

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]