

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="78009795"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="76058120"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="76058119"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<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.

James R. Guerette

Name of Person Signing


Signature

8/10/00

Date Signed

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

Conveying Party

Mark if additional names of conveying parties attached.

Enter Additional Conveying Party

Name

Execution Date
Month Day Year

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Enter Additional Receiving Party

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
 Corporation Association
 Other

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 the Assignment.*)

Citizenship/State of Incorporation/Organization

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)

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INTELLECTUAL PROPERTY PURCHASE AGREEMENT

BETWEEN

THOMAS SORENSEN

AND

VIA, INC.

NY136946.6
66666666666
06/01/2000 haw

TRADEMARK
REEL: 002146 FRAME: 0301

INTELLECTUAL PROPERTY PURCHASE AGREEMENT

INTELLECTUAL PROPERTY PURCHASE AGREEMENT (including the Exhibits and Schedules hereto, as amended, modified or supplemented and in effect from time to time, this "**Agreement**"), made this 1st day of June 2000 between Thomas Sorensen ("**Sorensen**") and VIA, Inc., a Nevada corporation (the "**Company**"). Capitalized terms used and not defined herein shall have the meaning provided in the Subscription Agreement (as herein defined) and the provisions of Section 1.3 of the Subscription Agreement shall apply equally herein.

WITNESSETH:

WHEREAS, the Company, Sorensen, the Trust and the Purchasers (as defined in the Subscription Agreement) are parties to that certain Subscription Agreement dated the date hereof relating to the purchase of Common Shares by the Purchasers from the Company, as amended, modified or supplemented and in effect from time to time, (the "**Subscription Agreement**");

WHEREAS, except as provided in the Transaction Documents, 100% of the issued and outstanding shares of capital stock of the Company, consisting of common stock, no par value (the "**Common Shares**") is owned by the Trust;

WHEREAS, Sorensen was the sole grantor of 100% of the issued and outstanding Common Shares to the Trust; is, along with Kirsten Sorensen, his wife, the trustee of the Trust; and is one of the two directors, the Chief Executive Officer, Treasurer and Secretary of the Company; and

WHEREAS, Sorensen is the inventor, owner and licensor of patents, trademarks, trade names, logos, drawings, know-how, designs and customer lists and all other intellectual properties used by the Company; and

WHEREAS, it is a condition to the consummation of the transactions provided in the Subscription Agreement and the other Transaction Documents that the Company purchase certain intellectual property from Sorensen;

WHEREAS, it is a condition to the consummation of the transactions provided in the Subscription Agreement and Redemption Agreement that Sorensen sell the Intellectual Property to the Company;

WHEREAS, the Company desires to buy and Sorensen desires to sell the Intellectual Property upon the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein, the parties hereto hereby agree as follows:

1. Purchase and Sale of the Intellectual Property

1.1 Assets to be Transferred. Sorensen hereby agrees to sell, transfer and deliver to the Company and the Company hereby agrees to purchase at the Closing, all of Sorensen's right, title and interest in all intellectual property of whatever kind used in and/or necessary to any part of the Business and all proprietary information and the goodwill related thereto (collectively, the "**Intellectual Property**"), including, but not limited to the Patents, the Sorensen Trademarks and the Other Intellectual Property and Proprietary Information (as such terms are defined herein).

1.2 Instruments of Conveyance. In order to effectuate the transfer contemplated herein, Sorensen shall execute and deliver at the Closing the following documents and instruments of assignment and transfer, dated the date of the Closing (the "**Closing Date**"):

(a) Patent assignments in the form of Exhibit B(i) relating to the Patents and trademark assignments in the form of Exhibit B(ii) relating to the Sorensen Trademarks (collectively, the "**Assignments**");

(b) Bill of Sale in the form of Exhibit C hereto relating to the Other Intellectual Property and Proprietary Information (the "**Bill of Sale**" and collectively with this IP Purchase Agreement, the Assignment and Assumption Agreement, the Assignments, the Bill of Sale and each other instrument to be executed and delivered by Sorensen to the Company in connection with this IP Purchase Agreement, the "**IP Documents**"); and

(c) Such other documents and instruments as deemed by the Company to be necessary or appropriate and in form satisfactory to the Company, to vest in or confirm to the Company good and marketable title to the Intellectual Property.

1.3 IP Purchase Price. The purchase price for the Intellectual Property shall be Eleven Million Three Hundred Thousand Dollars (\$11,300,00.00) (the "**IP Purchase Price**"). At the Closing, the Company shall deliver the IP Purchase Price to Sorensen by wire transfer of immediately available funds to an account designated in writing by Sorensen.

1.4 Termination of January 1, 1999 License Agreement. Upon the consummation of the transaction provided in the IP Documents, the License Agreement between Sorensen and the Company dated January 1, 1999 (the "**1999 License Agreement**") shall terminate without further action on the part of the parties.

1.5 Allocation. To the extent the IP Purchase Price is allocable to patents (within the meaning of Section 1235 of the Code), it is intended that Section 1235 shall apply.

1.6 Cost. The Company shall bear the cost of preparing and recording the assignment to the Company of all Intellectual Property.

1.7 Closing. The Closing shall take place at the location on the date and at the time of the closing of the transactions contemplated by the Subscription Agreement and the Redemption Agreement (the "**Closing Date**").

2. Representations and Warranties of Sorensen

Sorensen hereby represents and warrants to the Company that:

2.1 Organization and Power. Sorensen has full power and authority to own and license the Intellectual Property, to enter into, and be bound by the terms and conditions of, this IP Purchase Agreement and the other IP Documents and to sell and transfer the Intellectual Property to the Company in accordance with the IP Documents.

2.2 Binding Effect; No Breach. Each of the IP Documents is the valid and binding agreement of Sorensen, enforceable against Sorensen in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights generally. The execution and delivery of this IP Purchase Agreement and the other IP Documents and the consummation of the transactions contemplated hereby and thereby will not, except in the absence of the Consents listed on **Schedule 2.2**, conflict with or result in any breach of, or constitute a default under or, result in the creation or imposition of any lien, security interest, charge or encumbrance (collectively "**Liens**") upon the Intellectual Property by reason of, the terms of any contract, mortgage, Lien, lease, Agreement, indenture, instrument, judgment, order, writ, injunction, law, regulation or decree to which Sorensen or the Company is a party, or which purports to be binding upon or affect Sorensen, the Company or any of the Intellectual Property, other than those in favor of the one or both of the Lenders in connection with the Senior Secured Loan and/or the Subordinated Loan.

2.3 Good Title Conveyed. Except as set forth on Schedule 2.3, Sorensen has complete and unrestricted power and the unqualified right to sell, assign, transfer and deliver to the Company, and upon the consummation of the transactions contemplated by the IP Documents, the Company will acquire good, valid and marketable title to the Intellectual Property, free and clear of all Liens, except the Liens in favor of the Lenders. Except as set forth on Schedule 2.3, the IP Documents will effectively vest in the Company good, valid and marketable title to the Intellectual Property free and clear of all Liens other than those in favor of any of the Lenders in connection with the Senior Secured Loan and/or the Subordinated Loan.

2.4 Litigation. Except as set forth on **Schedule 2.4**, there is no Proceeding on by or before any court or Governmental Entity pending or, to the knowledge of Sorensen, threatened against Sorensen, the Company or any of his Affiliates which can reasonably be expected to have a material, adverse effect on the Intellectual Property or the Company Trademarks or Sorensen's ability to sell and transfer the Intellectual Property pursuant to the IP Documents.

2.5 Royalties to Sorensen. There are no, and have not been any, royalties paid or payable to Sorensen or any of his Affiliates with respect to the Intellectual Property, other than those which have already been paid by the Company.

2.6 Royalties Owed. There are no, and have not been any, royalties paid or payable or license obligations to any Third Party with respect to the Intellectual Property, other than those which have already been paid by the Company.

2.7 Patents, Copyrights, Trademarks, Trade Names, Etc.

(a) Set forth on **Schedule 2.7(a)** is a list, which is true and complete in all material respects, of all United States and foreign patents, patent applications and design registrations used in connection with the Business (the "**Patents**"), showing the current record owner or registrant, as the case may be, patent or registration numbers, expiration and filing dates and due dates for 2000 fee payments or actions required to prevent abandonment or forfeiture of the Patents. Sorensen will deliver at the Closing the Assignments, conveying to the Company all of Sorensen's rights, title and interest in and to such Patents, free and clear of any Liens.

(b) There are no, and have not been any United States or foreign registered copyrights used in connection with the Business.

(c) Set forth on **Schedule 2.7(c)** is a list, which is true and complete in all material respects, of all trademarks, trade names and logos used in connection with the Business. Trademarks that are used in connection with the Business that are not owned by the Company are referred to as "**Sorensen Trademarks**" and trademarks that are used in connection with the Business that are owned by the Company are referred to as "**Company Trademarks**". Collectively the Company Trademarks and the Sorensen Trademarks are referred to herein as the "**Trademarks**"). With respect to each Trademark, **Schedule 2.7(c)** sets forth the United States and foreign registration numbers and application numbers and registration and filing dates with respect thereto, if any, due dates for 2000 fee payments or actions required to prevent abandonment or forfeiture of the registrations or applications. Sorensen shall deliver at the Closing the Assignments, conveying to the Company all of Sorensen's rights, title and interest in and to the Sorensen Trademarks, free and clear of any Liens.

(d) Other Intellectual Property and Proprietary Information. Set forth on **Schedule 2.7(d)** is a list, which is true and complete in all material respects, of all customer lists, designs, trade secrets, know-how, drawings, specifications, technical information, manufacturing techniques, engineering data, all other intellectual properties and other proprietary information (tangible and intangible, and whether or not the subject of any kind of intellectual property protection) (collectively, "**Other Intellectual Property and Proprietary Information**") used in connection with the Business. Except for the Company Trademarks prior to the Closing, the Company does not own any intellectual property.

2.8 All Intellectual Property. Except as set forth on **Schedules 2.7(a), (c) and (d)**, there is no intellectual property of any kind used or useful in the Business. Except for the Company Trademarks and as set forth on **Schedule 2.8**, there is no intellectual property of any kind used or useful in the Business that is not currently owned by Sorensen.

2.9 Infringement. Except as set forth on **Schedule 2.9**, there has been no written or oral notice that any Claim is pending, or threatened alleging infringement by any party or Third Party of any of the Intellectual Property or the Company Trademarks or alleging that any of the Intellectual Property or the Company Trademarks infringes upon any proprietary

rights of Third Parties. To the best of Sorensen's knowledge, there are no other liabilities or obligations of him or the Company with respect to the Intellectual Property.

2.10 Exclusive Rights. Except as set forth on **Schedule 2.10**, Sorensen (and the Company as a result of the 1999 License Agreement) own the exclusive rights to use and license all of the Intellectual Property and the Company Trademarks in the United States, its territories and possessions and in all countries in which patents and trademark registrations have been granted. To Sorensen's knowledge, none of the Intellectual Property is in the public domain.

2.11 No License or Assignment. Sorensen has not heretofore assigned, pledged, licensed or encumbered any of the rights to any of the Intellectual Property, except for the 1999 License Agreement.

2.12 Consents. Except as set forth on **Schedule 2.12**, there are no Consents that (i) were required for Sorensen to use and license the Intellectual Property or (ii) are required to be obtained to enable Sorensen to transfer to the Company the rights to use and license the Intellectual Property.

2.13 Orders. Neither Sorensen nor the Company has received any written or oral notice of any Order or any other governmental restriction of any kind or character which would prevent or hinder the transactions contemplated by this IP Purchase Agreement or the use of the Intellectual Property or the Company Trademarks by the Company.

2.14 Payment of Fees, Etc. Except as set forth on **Schedule 2.14**, all Patents and Trademarks are in full force and effect and all maintenance fees, annuities, taxes, renewals and declarations of use which have fallen due prior to the Closing Date have been or will be duly paid and/or filed in the appropriate government offices.

2.15 No Conflicting Instruments. Except for the Consents set forth on **Schedules 2.2 and 2.12**, all of which will have been obtained by Closing, the execution and delivery of the IP Documents and the consummation of the transactions contemplated hereby and thereby will not result in any conflict with or breach of or default under any Agreement, indenture, deed of trust or other instrument and such Consents for such execution, delivery and consummation have been duly obtained.

2.16 Compliance with Existing Law. To the best of Sorensen's knowledge, neither Sorensen nor the Company is in violation of any Law, the noncompliance with which would have a material adverse effect upon the Intellectual Property or the Company Trademarks.

2.17 Taxes. Sorensen has (A) duly and timely filed all Tax Returns required to be filed by Sorensen with respect to the Intellectual Property in respect of all periods up to, and including, the day prior to the Closing Date, which Tax Returns are true, correct and complete, and (B) duly and timely paid all Taxes due and payable in respect in respect of all periods up to, and including, the day prior to the Closing Date.

2.18 Disclosure. No representation or warranty by Sorensen contained in or connected to this IP Purchase Agreement, including any Schedule or Exhibit hereto, contains or

will contain any untrue statement of a material fact, or omits or will omit to state any material fact required to make the statements herein or therein contained not misleading or omits any material facts necessary in order to provide the Company and the Purchasers with adequate information as to the Intellectual Property and Sorensen has disclosed to the LLC Purchaser in writing all material adverse facts known to him relating to the same. The representations and warranties contained in this Article 3 shall not be affected or deemed waived by the LLC Purchaser or the Company by reason of the due diligence of the LLC Purchaser, except with respect to any representation that the LLC Purchaser knew was untrue or misleading by reason of the failure of Sorensen to include some item or some information regarding an item in a Schedule hereto and failed to provide notice to Robert Wood P.C., counsel to Sorensen.

2.19 Others Rights. Except as set forth on Schedule 2.19, no parties except Sorensen and the Company have any rights or interest in any of the Intellectual Property. After the consummation of the transactions provided in the IP Documents, only the Company will have any right or interest in any of the Intellectual Property.

3. Covenants of Sorensen.

3.1 Pre-Closing Covenants. Sorensen hereby covenants and agrees with the Company that between the date hereof and the Closing:

(a) Sorensen shall use reasonable commercial efforts consistent with past practices as may reasonably be necessary to maintain the legal status of the Intellectual Property and to preserve the Intellectual Property.

(b) Sorensen shall not grant any rights or interests in any of the Intellectual Property other than pursuant to this Agreement.

(c) Sorensen shall promptly disclose in writing to the Company all changes in the status of the Intellectual Property and all ideas, designs, products or formulae which Sorensen or the Company may develop in connection with the Business.

(d) Sorensen shall use reasonable commercial efforts to obtain all Consents necessary for the consummation of the transactions provided herein and the rights of the Company to use the Intellectual Property, including the Consents required by Section 2.2 and 2.12 hereof.

(e) Sorensen shall use reasonable commercial efforts to cause the satisfaction of the conditions precedent to the obligation of all parties to consummate the transactions contemplated hereby.

3.2 Additional Covenant. Sorensen covenants and agrees with the Company that in connection with the transfer of the Intellectual Property, to the extent recordable or to the extent that an instrument of transfer is required to be filed with a governmental office, he shall at no cost or expense to the Company, cooperate with the Company to permit the Company, at its expense, to make such recording or filing.

4. Conditions to Obligations of the Parties.

The obligations of each party to consummate the transactions contemplated hereby shall be subject to the fulfillment, or the waiver by such party (which in the case of the Company shall not be granted without the prior written consent of the LLC Purchaser), on or prior to the Closing Date, of the following conditions in addition to the conditions provided in the Subscription Agreement:

4.1 Conditions to Obligations of All Parties. All of the conditions to the obligations of the LLC Purchaser, the Company, the Trust and Sorensen to consummate the Closing as provided in the Subscription Agreement shall have been satisfied or waived in writing by the appropriate parties.

4.2 Conditions to Obligations of Sorensen. The obligation of Sorensen to consummate the transactions contemplated by this IP Purchase Agreement shall be subject to the additional condition that the Company shall have paid to Sorensen the IP Purchase Price.

4.3 Conditions to Obligations of the Company. The obligation of the Company to consummate the transactions contemplated by this IP Purchase Agreement shall be subject to the fulfillment, or the waiver by the Company, on or prior to the Closing Date, of the following additional conditions:

(a) Sorensen shall have executed and delivered to the Company the other IP Documents.

(b) As of the Closing Date, there shall have been no material adverse changes to the Intellectual Property since the date hereof and no Proceeding shall have been commenced or threatened against Sorensen, the Company or any of his Affiliates which can reasonably be expected to have a material, adverse effect on the Intellectual Property or Sorensen's ability to sell and transfer the IP pursuant to the IP Documents

5. Further Assurances

After the Closing Sorensen shall from time to time at the request of the Company and without further cost or expense to the Company execute and deliver such other instruments of conveyance and transfer and take such other actions as the Company may reasonably request, in order to more effectively consummate the transactions contemplated hereby and to vest in the Company good and marketable and, to the extent applicable, recordable title to the Intellectual Property (including, without limitation, assistance in the collection or reduction to possession of the Intellectual Property).

6. Indemnity

6.1 Indemnification by Sorensen. Subject to Sections 9.3 and 9.6 of the Subscription Agreement, incorporated herein by reference, from and after the Closing Date, Sorensen agrees to indemnify and hold the Company, the Company's other officers, directors,

employees, Affiliates, agents, successors, assigns and the Purchasers (collectively, the "Company Indemnified Parties") harmless from and against:

(a) Any and all Losses based upon, attributable to or resulting from the failure of any representation or warranty contained herein to be true and correct in all respects as of the date made, including Losses to the Company resulting from indemnification Claims against the Company pursuant to the Subscription Agreement; and

(b) All liabilities, obligations and Losses arising out of, resulting from, or related to Sorensen's use or ownership of the Intellectual Property or Sorensen's conduct of the Business prior to the Closing Date.

(c) All liabilities, obligations and Losses arising out of, resulting from, or related to the failure on the part of Sorensen or the Company to maintain its trademark and logo registrations with the United States Patent and Trademark Office, including the cost (including attorneys' fees and expenses) of any related opposition, interference, cancellation or other proceedings by or against the Company.

6.2 Indemnification by the Company. The Company hereby agrees to indemnify against and hold harmless Sorensen, his Affiliates and agents, from any Losses incurred, sustained or required to be paid by Sorensen resulting from, arising out of or in connection with any breach of or failure to perform any covenant, condition or undertaking of the Company contained herein.

6.3 Other Indemnification Matters. All claims for indemnification hereunder shall be subject to the 9.3 through and including 9.6 of the Subscription Agreement as if fully set forth herein.

6.4 Survival of Representations and Warranties. The survival of the representations and warranties of the parties contained in this IP Purchase Agreement shall be governed by Section 9.6 of the Subscription Agreement, which is incorporated herein by reference.

7. Confidentiality.

Whether or not the transactions contemplated hereby are consummated, each of the parties hereto agrees to use all reasonable efforts to keep confidential any and all information and data with respect to the Intellectual Property. Notwithstanding the foregoing, (i) the LLC Purchaser and its Affiliates may disclose such information to the Lenders and to the officers, employees, attorneys, accountants and other representatives of the LLC Purchaser and the Lenders and (ii) each of the parties hereto and the Lenders shall be free to disclose any such information (x) to the extent required by applicable law, and (y) during the course of or in connection with any litigation, investigation, arbitration or other proceeding based upon or in connection with the subject matter of this IP Purchase Agreement, including, without limitation, the failure of the transactions contemplated hereby to be consummated.

8. Termination of Agreement.

This IP Purchase Agreement and the transactions contemplated by this IP Purchase Agreement shall terminate on the Termination Date as provided in the Subscription Agreement. Upon termination, all further obligations of the parties under this Agreement shall terminate without further liability of any party to the other, subject to Section 9.6 of the Subscription Agreement incorporated herein by reference [Survival of Representations and Warranties]. A termination under this Section 8 shall not relieve any party of any liability for a breach of, or for any misrepresentation under, this Agreement or be deemed to constitute a waiver of any available remedy (including specific performance if available) for any such breach or misrepresentation.

9. Miscellaneous Provisions

9.1 Dispute Resolution. Any dispute that arises under or in connection with this IP Purchase Agreement shall be subject to the provisions of Article VIII of the Subscription Agreement, as if fully set forth in this IP Purchase Agreement.


9.2 Assignment. This IP Purchase Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, but neither this IP Purchase Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties hereto without the prior written consent of the LLC Purchaser.


9.3 Third Party Beneficiaries. The Purchasers shall be third party beneficiaries of all of the representations and warranties and all of the covenants and agreements made by Sorensen pursuant to this IP Purchase Agreement, as well as the provisions hereof which make specific reference to the Purchasers and/or third party beneficiaries. Except as specifically set forth herein, nothing herein expressed or implied is intended or shall be construed to confer upon or give to any other Person other than the parties hereto and their successors or permitted assigns, any rights or remedies under or by reason of this IP Purchase Agreement.

9.4 Incorporation of Subscription Agreement Miscellaneous Provisions. Except for Sections 11.1, 11.7 and 11.12 of the Subscription Agreement, all of the Sections of Article XI of the Subscription Agreement are incorporated herein by reference, as if fully set forth herein.


SIGNATURE PAGE – INTELLECTUAL PROPERTY PURCHASE AGREEMENT

IN WITNESS WHEREOF, the parties have caused this IP Purchase Agreement to be executed as of the day and year first above written.

THOMAS SORENSEN
By: 
Name: Thomas Sorensen
Title: _____

VIA, Inc.
By: 
Name: Thomas Sorensen
Title: CEO

Kirsten Sorensen consents and agrees to the purchase provided for herein to the extent that it/she may have any interest in any of the Intellectual Property.


Kirsten Sorensen

SCHEDULE 2.2

Binding Effect; No Breach

None

Terms not defined herein shall have the meaning set forth in the Intellectual Property Agreement among the Company and Sorensen.

Intellectual Property Agreement Schedule 05/31/00 3:12 PM

TRADEMARK
REEL: 002146 FRAME: 0313

SCHEDULE 2.3

Good Title Conveyed

- Trademarks for “Interiors VIA European Design Team, Inc.,” serial number 499,525, and “Via” logo, serial number 499,587, have expired. Applications for (i) the “Via” name, (ii) the “Via” logo, and (iii) “Interiors VIA European Design Team, Inc.” were filed with the United States Patent and Trademark Office on May 24, 2000.

Terms not defined herein shall have the meaning set forth in the Intellectual Property Agreement among the Company and Sorensen.

Intellectual Property Agreement Schedule 05/31/00 3:12 PM

TRADEMARK
REEL: 002146 FRAME: 0314

SCHEDULE 2.4

Litigation

None

Terms not defined herein shall have the meaning set forth in the Intellectual Property Agreement among the Company and Sorensen.

Intellectual Property Agreement Schedule 05/31/00 3:12 PM

TRADEMARK
REEL: 002146 FRAME: 0315

SCHEDULE 2.7(a)

Patents

- S-2.7(a).1-14** United States patent number 5,765,911 for adjustable positioned system for chair-mounted tables; dated June 16, 1998
- S-2.7(a).15 -39** Patent application for adjustable positioned system for chair-mounted tables

Terms not defined herein shall have the meaning set forth in the Intellectual Property Agreement among the Company and Sorensen.

Intellectual Property Agreement Schedule 05/31/00 3:12 PM

TRADEMARK
REEL: 002146 FRAME: 0316

SCHEDULE 2.7(c)

Sorensen Trademarks

- Sorensen trademarks:
 - S-2.7(c).1 Via logo trademark; serial number 499,587; registration date August 20, 1985 to Sorensen; new application filed 5/24/00
 - S-2.7(c).2 Via logo trademark cancellation report
 - S-2.7(c).3 Interiors Via European Design Team, Inc. trademark; serial number 499,525; registration date February 4, 1996 to Sorensen; new application filed 5/24/00
 - S-2.7(c).4 Interiors Via European Design Team, Inc. cancellation report

- New applications for Sorensen trademarks
 - S-2.7(c).5-7 Application for Via trademark
 - S-2.7(c).8-10 Application for Via logo trademark
 - S-2.7(c).11-13 Application for Interiors Via European Design Team, Inc. trademark

- SCHEDULE 2.3 is hereby fully incorporated by reference

Terms not defined herein shall have the meaning set forth in the Intellectual Property Agreement among the Company and Sorensen.

Intellectual Property Agreement Schedule 05/31/00 3:12 PM

TRADEMARK
REEL: 002146 FRAME: 0317

SCHEDULE 2.7(d)

Other Intellectual Property and Proprietary Information

Not Applicable

Terms not defined herein shall have the meaning set forth in the Intellectual Property Agreement among the Company and Sorensen.

Intellectual Property Agreement Schedule 05/31/00 3:12 PM

TRADEMARK
REEL: 002146 FRAME: 0318

SCHEDULE 2.8

All Intellectual Property

Not Applicable

Terms not defined herein shall have the meaning set forth in the Intellectual Property Agreement among the Company and Sorensen.

Intellectual Property Agreement Schedule 05/31/00 3:12 PM

TRADEMARK
REEL: 002146 FRAME: 0319

SCHEDULE 2.9

Infringement

None

Terms not defined herein shall have the meaning set forth in the Intellectual Property Agreement among the Company and Sorensen.

Intellectual Property Agreement Schedule 05/31/00 3:12 PM

TRADEMARK
REEL: 002146 FRAME: 0320

SCHEDULE 2.10

Exclusive Rights

- S-2.10.1-4** License agreement between the Company and Sorensen dated January 1, 1999 for all of Sorensen's designs, concepts, processes, and technologies
- S-2.10.5-7** License agreement between the Company and Sorensen dated December 31, 1993 for all of Sorensen's designs, concepts, processes, and technologies

Terms not defined herein shall have the meaning set forth in the Intellectual Property Agreement among the Company and Sorensen.

Intellectual Property Agreement Schedule 05/31/00 3:12 PM

TRADEMARK
REEL: 002146 FRAME: 0321

SCHEDULE 2.12

Consents

- All the intellectual property assignments contained in this Agreement must be filed with the United States Patent and Trademark Office in order to be effective.

S-2.12.1 Status Table

Terms not defined herein shall have the meaning set forth in the Intellectual Property Agreement among the Company and Sorensen.

Intellectual Property Agreement Schedule 05/31/00 3:12 PM

TRADEMARK
REEL: 002146 FRAME: 0322

SCHEDULE 2.14

Payment of Fees, Etc.

None

Terms not defined herein shall have the meaning set forth in the Intellectual Property Agreement among the Company and Sorensen.

Intellectual Property Agreement Schedule 05/31/00 3:12 PM

TRADEMARK
REEL: 002146 FRAME: 0323

SCHEDULE 2.19

Other Rights

None

Terms not defined herein shall have the meaning set forth in the Intellectual Property Agreement among the Company and Sorensen.

Intellectual Property Agreement Schedule 05/31/00 3:12 PM

RECORDED: 08/10/2000

**TRADEMARK
REEL: 002146 FRAME: 0324**