Form PTO-1594 RECORDATION FORM COVER SHEET U.S. DEPARTMENT OF COMMER (Rev. 10/02) U.S. Patent and Trademark Of OMB No. 0651-0027 (exp. 6/30/2005)						
Tab settings ⇒⇔⇔ ▼ ▼	<u>▼ </u> ▼					
To the Honorable Commissioner of Patents and Trademarks:	Please record the attached original documents or copy thereof.					
Name of conveying party(ies): Docucon, inc.	Name and address of receiving party(ies) Name: Tab Products Co. Internal					
Individual(s) General Partnership Corporation-State Other Delaware	Address: Street Address: 605 Fourth Street City: Mayville State: WI Zip: 53050 Individual(s) citizenship					
Additional name(s) of conveying party(ies) attached? Yes V No	Association General Partnership					
3. Nature of conveyance:	Limited Partnership					
Assignment Merger Security Agreement Change of Name Other Execution Date: March 7, 2000	Corporation-State Delaware Other If assignee is not domicited in the United States, a domostic representative designation is attached: (Designations must be a separate document from assignment)					
Application number(s) or registration number(s):	Additional name(s) & address(es) attached? Yes V No					
A. Trademark Application No.(s)	B. Trademark Registration No.(s) 1,577,519 1,610,041					
Additional number(s) at	tached Yes V No					
Name and address of party to whom correspondence concerning document should be mailed:	6. Total number of applications and registrations involved:					
Name: Keating, Muething & Klekamp, P.L.L.						
Internal Address: Attn: Daniel B. Runk	7. Total fee (37 CFR 3.41)					
Street Address: 1400 Provident Tower	8. Deposit account number:					
One East Fourth Street	500735					
City: Cincinnati State: OH Zip: 45202						
DO NOT USE	THIS SPACE					
9. Signature. Daniel B. Runk	11-18-02					
Name of Person Signing Signing	gnature Date er sheet, attachments, and document: 6					

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Tradomarks, Box Assignments Washington, D.C. 2023;

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- (b) suffered any damage, destruction or loss, whether or not covered by insurance, having a Material Adverse Change in the Assets, the Intellectual Property or the Business;
- (c) effected any acquisition, sale or transfer of any material asset of Seller or any of its subsidiaries other than in the ordinary course of business and consistent with past practice;
- (d) effected any change in accounting methods or practices (including any change in depreciation or amortization policies or rates) by Seller or any revaluation by Seller of any of its or any of its subsidiaries' assets;
- (e) declared, set aside, or paid a dividend or other distribution with respect to the shares of Seller, or directly or indirectly redeemed, purchased or otherwise acquired any of its shares of capital stock;
- (f) entered into any Contract, other than in the ordinary course of business, or amended or terminated, or defaulted under, any material Contract to which Seller is a party or by which it is bound;
- (g) granted any increase in the compensation payable or to become payable by Seller to any Seller employees employed in the Business, except those occurring in the ordinary course of business, consistent with Seller's past practices;
 - granted any exclusive license with respect to the Intellectual Property;
- (i) incurred any liabilities relating to the Business except in the ordinary course of business and consistent with past practice;
- (j) permitted or allowed any of the Assets to be subjected to any Encumbrance of any kind (other than a Permitted Encumbrance) other than in the ordinary course of business consistent with past practices;
- (k) waived any rights under or terminated any Contract relating to the Business;
- (l) with respect to the Business or the Assumed Contracts, incurred any contingent liability as guarantor or otherwise with respect to the obligations of others, other than in the ordinary course, consistent with past practices; or
- (m) agreed to take any action described in this Section 4.11 or outside of its ordinary course of business or which would constitute a breach of any of the representations or warranties of Seller contained in this Agreement.

4.12 Intellectual Property.

(a) For purposes of this Agreement, "Intellectual Property" means:

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- (i) all issued patents, reissued or reexamined patents, revivals of patents, utility models, certificates of invention, registrations of patents and extensions thereof, regardless of country or formal name (collectively, "Issued Patents");
- (ii) all published or unpublished nonprovisional and provisional patent applications, reexamination proceedings, invention disclosures and records of invention (collectively "Patent Applications" and, with the Issued Patents, the "Patents");
- (iii) all copyrights, copyrightable works, semiconductor topography and mask work rights, including all rights of authorship, use, publication, reproduction, distribution, performance transformation, moral rights and rights of ownership of copyrightable works, semiconductor topography works and mask works, and all rights to register and obtain renewals and extensions of registrations, together with all other interests accruing by reason of international copyright, semiconductor topography and mask work conventions (collectively, "Copyrights");
- (iv) trademarks, registered trademarks, applications for registration of trademarks, service marks, registered service marks, applications for registration of service marks, trade names, registered trade names and applications for registrations of trade names (collectively, "Trademarks");
- (v) all technology, ideas, inventions, designs, proprietary information, manufacturing and operating specifications, know-how, formulae, trade secrets, technical data, computer programs, hardware, software and processes; and
- (vi) all other intangible assets, properties and rights (whether or not appropriate steps have been taken to protect, under applicable law, such other intangible assets, properties or rights).
- (b) Seller and its subsidiaries own and have good and marketable title to, or possess legally enforceable rights to use, all Intellectual Property used or currently proposed to be used in the Business as currently conducted or as proposed to be conducted by Seller and its subsidiaries. The Intellectual Property owned by and licensed to Seller collectively constitute all of the Intellectual Property necessary to enable Seller to conduct the Business as the Business is currently being conducted. No current or former officer, director, stockholder, employee, consultant or independent contractor of Seller has any right, claim or interest in or with respect to any Intellectual Property used in the Business. There is no unauthorized use, disclosure or misappropriation of any Intellectual Property used in the Business by any employee or, to Seller's knowledge, former employee of Seller or any of its subsidiaries or, to Seller's knowledge, by any other third party. There are no royalties, fees or other payments payable by Seller to any Person under any written or oral contract or understanding by reason of the ownership, use, sale or disposition of Intellectual Property used in the Business.
- (except "off the shelf" or other software widely available through regular commercial distribution channels at a cost not exceeding \$10,000 on standard terms and conditions, as modified for Seller's operations) ("Seller Intellectual Property") Schedule 4.12 lists all Patents

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CONFIRMATORY ASSIGNMENT

THIS CONFIRMATORY ASSIGNMENT is made between Docucon, Incorporated, a Delaware corporation (the "Assignor") and Bunt Acquisition Corporation, a Delaware corporation and wholly-owned subsidiary of Tab Products Co. (hereinafter referred to as the "Assignee") and is effective as of the date this Confirmatory Assignment is executed by Assignor.

WHEREAS, Assignor owns certain tangible and intellectual property (the "Property") as set forth in Exhibit A, attached hereto;

WHEREAS, Assignor and Assignee entered into that certain Asset Purchase Agreement dated March 7, 2000, wherein Assignor agreed to assign all of Assignor's rights in and to the Property to Assignee; and

WHEREAS, this Confirmatory Assignment confirms that all Property included in Exhibit A, and the goodwill associated with the Property belong exclusively to the Assignee and that Assignor automatically assigns, without any requirement of further consideration, any right, title, or interest it may have in the Property, including all patents, trademarks, copyrights, and application for same, trade secrets, and other intellectual property rights pertaining thereto; and that upon the request of Assignee, Assignor will take such further actions, including execution and delivery of instruments of conveyance, as may be appropriate to give full and property effect to such assignment; and

WHEREAS, Assignor desires to assign any right, title, and interest it may have in the Property to Assignee.

NOW THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns all of its rights, title, and interest to the Property, along with the goodwill associated with the Property, and all causes action, claims, and demand or other rights for or arising from any infringement, including past infringements of the Property contained in Exhibit A of this Confirmatory Assignment to Assignee.

Assignor will, at any time and from time to time, upon request of Assignee and at Assignee's expense, do, execute, acknowledge, and deliver all such further acts and deeds, assignments, instruments of transfer or conveyance, registrations for assignments, powers of attorney and assurances as may be required for the assigning, assuring, and confirming to Assignee, or to its successors and assigns, or for aiding and assisting in collecting and reducing to possession, any or all of the Property intended to be assigned under this Confirmatory Assignment.

This Confirmatory Assignment will be binding upon the successors, assigns, nominees, or other legal representatives of Assignor.

[Signature Page to Follow]

TRADEMARK **REEL: 2576 FRAME: 0768**

IN WITNESS WHEREOF, this Confirmatory Assignment is executed on this day of May, 2000.

ASSIGNOR

Docucon Incorporated

Bv:	Elec	u 5 la-	, P. C	W	<u>_</u>	
Pon	t Name:	1 DOC	IGLAS	1	GILL	_

County of

On this _____ day of May, 2000, before me personally came the above named to me personally known as the individual who executed the foregoing Confirmatory Assignment.

Notary Public

My Commission Expires:

NOTAHIAL SEAL DENISE W. MCKINNEY, NOTHER Public

EXHBIT "A"

CONFIRMATORY ASSIGNMENT

All property described in that certain Asset Purchase Agreement dated as of March 7, 2000, and further reflected on the Schedules attached thereto.

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