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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

102337509

original documents or copy thereof.

1. Name of conveying party(ies)
Office Impact LLC *1.9.03*

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

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

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

2. Names and address of receiving party(ies):
Name: TEKNION LLC
Internal Address:
Street Address: 12000 Horizon Way
City: Mount Laurel State: New Jersey
ZIP: 08054
Country: U.S.A.

Individual(s) citizenship
 Association
 General Partnership
 Corporation - State
 Other

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

(Designations must be a separate document from Assignment) Additional names/addresses attached?
Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other
 Execution Date: August 30, 2002

4. Application number(s) or registration number(s):
A. Trademark Application No. (s)
76/278,679
Additional numbers attached? Yes No

B. Trademark Registration No.(s)
Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: David W.R. Langton
Internal Address: c/o Bereskin & Parr
Street Address: Box 401, 40 King Street West
City: Toronto State: Ontario ZIP: M5H 3Y2
Country: Canada

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41)..... \$40.00
 Enclosed *#7563*
 Authorized to be charge deposit account

8. Deposit account number:
02-2095
(NO need to attach duplicate copy of this page if paying by deposit account)

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DO NOT USE THIS SPACE

9. 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.

David W.R. Langton Regn. 27,747
Name of Person Signing *David W.R. Langton* Signature
BP File # 8026-579/DL Total number of pages including cover sheet 9
January 7, 2003 Date

OMD No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner Of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per documents to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2 1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

TRADEMARK

REEL: 002648 FRAME: 0203

INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment") is made and entered into this 30 day of August, 2002, by and between Office Impact LLC, a Delaware limited liability company having its principle place of business at 24 North Marengo Avenue, Pasadena, California, U.S.A., ("OI", or the "Assignor") and Teknion LLC, a Delaware limited liability company having its principle place of business at 12000 Horizon Way, Mount Laurel, New Jersey, U.S.A. and a member of OI ("Teknion").

W I T N E S S E T H :

WHEREAS, OI and Teknion entered into a certain Credit Agreement dated as of the 27th day of June, 2001 (the "Original Credit Agreement");

WHEREAS, OI and Teknion amended and restated the Original Credit Agreement by entering into a certain Amended and Restated Credit Agreement on the date hereof (the "Amended Credit Agreement");

WHEREAS, Pursuant to Section 3.7(c) of the Amended Credit Agreement, OI agreed to deliver to Teknion instruments which, if and when "effective" (as defined below) would assign and transfer all of its right, title and interest to the Transferred Assets (as defined in the Amended Credit Agreement) to Teknion.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Assignor hereby irrevocably sells, assigns, transfers and delivers to Teknion all of Assignor's right, title and interest in and to the Intellectual Property and Improvements (both as defined below), together with the goodwill of the business associated therewith and symbolized thereby, and any registrations thereof and applications therefore, including the right to sue for past infringement, if there may be any.

DEFINITIONS

The following definitions shall apply to this Assignment:

"Improvements" shall mean any improvement, development, modification or translations of any Intellectual Property.

"Intellectual Property" shall mean Patents and Trademarks, copyrights, know-how, and any other intangible intellectual property rights owned or licensed by Assignor as of the Effective Date (as defined below).

"Patents" means all letters patent, pending applications for patents, patent disclosures, inventions (whether or not patentable), whether foreign or domestic, owned or licensed by Assignor, including, without limitation, any regional patents (such as applied for under the European Patent Convention), certificates of invention, utility models, rights by license or otherwise to or under letters patent, pending applications for patents or inventions and all substitutions, continuations, continuations-in-part, divisions, renewals, reissues, re-examinations

and extensions of all of the aforementioned and letters patent granted thereon and including, without limitation, those set forth on **Exhibit A** attached hereto.

“Trademarks” shall mean all United States and foreign trademarks, tradenames, service marks, logos, designs, slogans, domain names, product and packaging designs owned or licensed by Assignor and any registrations or applications for registration thereof, whether foreign or domestic, and any goodwill associated therewith including, without limitation, those marks, names and domain names set forth on **Exhibit A** attached hereto.

TRADEMARKS

1. Assignor hereby sells, assigns and transfers to Teknion, its successor and assigns, all of Assignor’s right, title and interest in and to the Trademarks, together with the goodwill of the business(es) that is/are symbolized by the Trademarks, including but not limited to renewal rights therein, the right to obtain registrations of the Trademarks in the United States and throughout the world, and the right to sue and recover any and all damages and profits, and any and all other remedies, for past, present or future infringements or violations thereof, all in Teknion’s sole name.

2. Teknion hereby accepts the foregoing assignment.

3. Assignor shall cooperate with Teknion in any action Teknion reasonably requests that Assignor takes in order to effectuate, carry out, or fulfill the parties’ intent and/or Assignor’s obligations hereunder, including, without limitation, the execution of any instruments and papers that are necessary or desirable, in Teknion’s sole discretion, to consolidate, confirm, vest and/or record Teknion’s full and complete ownership of the Trademarks with, for example, the U.S. Patent and Trademark Office or equivalent foreign offices, or with domain name registrars.

PATENTS

4. Assignor hereby sells, assigns and transfers to Teknion all of Assignor’s right, title and interest in and to the Patents, including but not limited to renewal rights therein, the right to obtain patent or equivalent protection therein in the United States and throughout the world, and the right to sue and recover any and all damages and profits, and any and all other remedies, for past, present, or future infringements or violations thereof, all in Teknion’s sole name.

5. Teknion hereby accepts the foregoing assignment.

6. Assignor shall cooperate with Teknion in any action Teknion reasonably requests that Assignor takes in order to effectuate, carry out, or fulfill the parties’ intent and/or Assignor’s obligations hereunder, including, without limitation, the execution of any instruments and papers that are necessary or desirable, in Teknion’s sole discretion, to consolidate, confirm, vest and/or record Teknion’s full and complete ownership of the Patents with, for example, the U.S. Patent and Trademark Office or equivalent foreign offices.

GENERAL

7. Assignor hereby sells, assigns and transfers to Teknion all of Assignors' right, title and interest in and to all other Intellectual Property and Improvements.
8. Assignor hereby represents and warrants to Teknion as follows:
 - a. Assignor has full power and authority and have taken all actions necessary in connection with this Assignment and Assignor's obligations hereunder to consummate the transactions contemplated by this Assignment including, but not limited to: (i) executing and delivering all required consents to assignment necessary to execute and deliver this Assignment and (ii) executing and delivering any and all other documents required or permitted to be executed or delivered by Assignor;
 - b. No governmental authorizations or other authorizations are required in connection with this Assignment; and
 - c. This Assignment constitutes the legal, valid and binding obligation of Assignor.
9. Notwithstanding the date of this Assignment, the transfer of title to the Assets from OI to Teknion shall not be eligible to be made "effective" until the occurrence of any of the Transfer Trigger Events as set forth in Section 3.7(b) of the Amended Credit Agreement, and thereafter shall only be made "effective" upon Teknion's compliance either with the terms thereof, or in the alternative, the provisions of Section 4.3.1 of OI's Limited Liability Company Agreement, dated June 27, 2001, as amended. The date that such transfer of title is made "effective" shall be referred to herein as the Effective Date.
10. Each party hereto shall execute and deliver such additional documents and perform such additional acts as are reasonably requested by the other party in order to fully effect the intent of this Assignment.
11. Neither this Assignment nor any term hereof may be amended, changed, waived, discharged or terminated other than by an instrument in writing, signed by the party against which enforcement of such amendment, change, waiver, discharge or termination is sought.
12. This instrument is being executed by Assignor and Teknion and shall be binding upon them, and their respective assigns, for the uses and purposes set forth and referred to above.
13. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to conflict of laws principles.
14. This Assignment contains the entire agreement and understanding of the parties hereto relating to the subject matter hereof, and merges and supersedes all prior and contemporaneous discussions, agreements and understandings of any and every nature between the parties hereto relating to the subject matter hereof.

15. The headings of sections and paragraphs have been included herein for convenience only and shall not be considered in interpreting this Assignment.

16. This Assignment may be executed in counterparts, each of which shall be deemed to be an original, all of which shall constitute the same agreement. In any action or proceeding, any photographic, photostatic or other copy may be introduced into evidence.

17. All notices that are required or may be given pursuant to the terms of this Assignment shall be in writing and shall be sent by registered or certified mail, postage prepaid or sent by overnight courier addressed to the party to be notified at the respective addresses set forth below, or to such other address as may be furnished in writing to the notifying party:

To Assignor: Office Impact LLC
24 North Marengo Avenue
Pasadena, CA 91101
USA
Attention: Richard M. Holbrook

with a copy thereof
to their counsel:

To Teknion: Teknion LLC
12000 Horizon Way
Mount Laurel, NJ 08054
USA
Attention: President

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed as of the date first above written.

OFFICE IMPACT LLC

By: 

Name: Richard M. Holbrook

Title: President

TEKNION LLC

By: 

Name:

Title:

F. P. Ass't.

EXHIBIT A**PATENTS**

<u>NAME OF PATENT</u>	<u>APPLICATION TYPE SERIAL NUMBER/PATENT NUMBER</u>	<u>PRIORITY DATE</u>	<u>INVENTOR(S)</u>	<u>ASSIGNEE</u>
Method and System for Designing Configurable Furniture Product	App. No. 10/091, 806	Filed: 3/6/02	Holbrook, Shannon	Office Impact LLC
Furniture System	App. 10/091, 811	Filed: 3/6/02	Holbrook, Betancourt, Bentzler, Mark	Office Impact LLC
CD Clip	App. 10/091,811	Filed: 3/6/02	Holbrook, Bentzler	Office Impact LLC
Design: Chair Backrest	D461079	Filed: 10/30/01	Holbrook	Office Impact LLC
Design: Tape Dispenser	App. 29/150, 624	Filed: 11/26/01	Holbrook, Bentzler	Office Impact LLC

PHLEGAL: #1296032 v3 (RS0W03!.DOC)

3AL: #1296032 v3 (RS0W03!.DOC)

TRADEMARK
REEL: 002648 FRAME: 0209

EXHIBIT A
TRADEMARKS

Mark	Serial Number	Filing Date	Owner	Status
DNA (USA)	76/278,679	6/29/01	Office Impact LLC	Allowed and registered
DNA (CAN)	App. 1126733	12/24/01	Office Impact LLC	Filed
DNA (MALAYSIA)	2001-16454	12/28/01	Office Impact LLC	Filed
DNA (EU)	002516425	12/24/01	Office Impact LLC	Filed

CANADA

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TO WHOM ALL THESE
PRESENTS MAY COME, BE
SEEN OR KNOWN

PROVINCE OF ONTARIO

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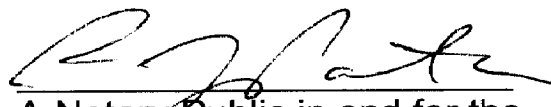
TO WIT:

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I, **RICHARD J. PATRICIO**, a Notary Public in and for the Province of Ontario, by Royal Authority duly appointed, residing in the City of Toronto, in said Province, **DO CERTIFY AND ATTEST** that the paper-writing hereto annexed is a true copy of a document produced and shown to me and purporting to be the original Intellectual Property Assignment dated the 30th day of August, 2002, from Office Impact LLC to Teknion LLC, the said copy having been compared by me with the said original document, an act whereof being requested I have granted under my Notarial Form and Seal of Office to serve and avail as occasion shall or may require.

IN TESTIMONY WHEREOF I have hereto subscribed my name and affixed my Notarial Seal of Office at Toronto, Ontario, this 6th day of January, 2003.



A Notary Public in and for the
Province of Ontario