

FORM PTO-1594

# RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):  
Steelcase Development Corporation

Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation - Michigan  
 Other \_\_\_\_\_

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

2. Name and address of receiving party(ies)

Name Brunswick Outlet Corporation

Internal Address: \_\_\_\_\_

Street Address: One North Field Court

\_\_\_\_\_

City: Lake Forest State: Illinois Zip: 60045-4811

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation - State Delaware  
 Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
 (Designation must be separate from assignment)  
 Additional name(s) & addresses attached?  Yes  No

3. Nature of conveyance:

Assignment                       Merger  
 Security Agreement               Change of Name  
 Other \_\_\_\_\_

Execution Date August 29, 2003

4. Application number(s) or trademark registration no(s):

A. Trademark Application No.(s) \_\_\_\_\_

B. Trademark Registration 1,795,132

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Carl S. Clark

Address: Price, Heneveld, Cooper,

DeWitt & Litton

Street Address Post Office Box 2567

City: Grand Rapids State: MI ZIP: 49501

6. Total number of applications and registrations involved: 1

7. Total fee (37 C.F.R. § 3.41).....\$ 40.00

Enclosed  
 Authorized to be charged to deposit account


8. Deposit Account number: 16 2463

(Attach duplicate copy of this page if paying by deposit account)

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.*

Carl S. Clark  
Name of Person Signing

  
Signature

9/26/03  
Date

8

Total number of pages including cover sheet, attachments, and document:

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231

CH \$40.00 162463 1795132

**ASSIGNMENT OF UNITED STATES TRADEMARK RIGHTS**

This Agreement, effective as of the date of execution of that certain Asset Purchase Agreement referenced below, is made by and between Steelcase Development Corporation ("Assignor"), a Michigan corporation, having its principal place of business at 6100 East Paris Avenue, Caledonia, Michigan 49316, U.S.A. and Brunswick Outlet Corporation ("Assignee"), a Delaware corporation, having its principal place of business at One North Field Court, Lake Forest, Illinois 60045-4811, U.S.A.

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated ~~August 29, 2002~~, wherein Assignor agreed to sell, transfer, assign, convey and deliver to Assignee, and Assignee agreed to purchase and accept the trademark registrations and applications listed in the attached Appendix A (the "Marks"), as well as all common law rights and goodwill of the business symbolized by said Marks;

WHEREAS, Assignor desires to assign, transfer and convey, and Assignee desires to acquire, all of Assignor's right, title and interest in and to the Marks, as well as all goodwill of the business symbolized by said Marks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor by these presents, assigns, transfers, and conveys unto Assignee and its successors, assigns and legal representatives, all right, title and interest in and to the Marks, together with the goodwill of the business symbolized by said Marks, together with the assignment of all rights to sue for past infringement of said Marks and all causes of action (either at law or equity) and the right of recovery, including but not limited to damages, for such past infringement, and the right to receive royalty income, the same to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its successors, assigns and

legal representatives.

Assignor hereby agrees to execute all further agreements, instruments, certificates and other documents and to perform such other proper acts as Assignee or its successors or assigns may deem reasonably necessary to secure to Assignee or to its successors or assigns the rights hereby transferred.

Signed at Grand Rapids on this 29th day of August, 2003.

Steelcase Development Corporation  
"Assignor"

\_\_\_\_\_  
"Assignee"

By: [Signature]

By: \_\_\_\_\_

Title: Treasurer

Title: \_\_\_\_\_

Date: August 29, 2003

Date: \_\_\_\_\_

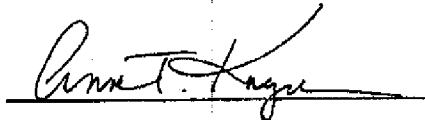
STATE OF Michigan )  
 )  
COUNTY OF Kent ) SS.

On this the 29th day of August, 2003, before me, Anne T. Knappe the undersigned Notary Public, personally appeared James P. Keane

- personally known to me - OR -
- proved to me on the basis of satisfactory evidence

to be the person who executed the within instrument, and who upon oath acknowledged himself/herself to be the Treasurer of Steelcase Development Corporation ("Assignor"), and that as such and being authorized to do so, he/she executed the foregoing instrument for the purposes therein contained.

Witness my hand and official seal.



My Commission Expires:  
5-18-07

**ANNE T. KNAPE**  
Notary Public  
Kent County, Michigan  
Commission Expires 5-18-07

STATE OF \_\_\_\_\_ )  
 )  
COUNTY OF \_\_\_\_\_ ) SS.

On this the \_\_\_\_\_ day of \_\_\_\_\_, 2003, before me, \_\_\_\_\_ the undersigned Notary Public, personally appeared \_\_\_\_\_

- personally known to me - OR -
- proved to me on the basis of satisfactory evidence

to be the person who executed the within instrument, and who upon oath acknowledged himself/herself to be the \_\_\_\_\_ of Brunswick Outlet Corporation ("Assignee"), and that as such and being authorized to do so, he/she executed the foregoing instrument for the purposes therein contained.

Witness my hand and official seal.

\_\_\_\_\_

My Commission Expires:  
\_\_\_\_\_

legal representatives.

Assignor hereby agrees to execute all further agreements, instruments, certificates and other documents and to perform such other proper acts as Assignee or its successors or assigns may deem reasonably necessary to secure to Assignee or to its successors or assigns the rights hereby transferred.

Signed at CHICAGO, IL on this 29 day of AUGUST, 2003.

\_\_\_\_\_  
"Assignor"

Randy A. Gray  
"Assignee"

By: \_\_\_\_\_

By: RANDY A. GRAY

Title: \_\_\_\_\_

Title: CHAIRMAN

Date: \_\_\_\_\_

Date: 8/29/03

STATE OF \_\_\_\_\_ )  
 )  
COUNTY OF \_\_\_\_\_ ) SS.

On this the \_\_\_\_\_ day of \_\_\_\_\_, 2003, before me, \_\_\_\_\_ the undersigned Notary Public, personally appeared \_\_\_\_\_,

- personally known to me - OR -
- proved to me on the basis of satisfactory evidence

to be the person who executed the within instrument, and who upon oath acknowledged himself/herself to be the \_\_\_\_\_ of Steelcase Development Corporation ("Assignor"), and that as such and being authorized to do so, he/she executed the foregoing instrument for the purposes therein contained.

Witness my hand and official seal.

My Commission Expires:  
\_\_\_\_\_

STATE OF Illinois )  
 )  
COUNTY OF COOK ) SS.

On this the 29 day of AUGUST, 2003, before me, Denise M. Kerschhackl the undersigned Notary Public, personally appeared RANDY GRAY,

- personally known to me - OR -
- proved to me on the basis of satisfactory evidence

to be the person who executed the within instrument, and who upon oath acknowledged himself/herself to be the CHAIRMAN of Brunswick Outlet Corporation ("Assignee"), and that as such and being authorized to do so, he/she executed the foregoing instrument for the purposes therein contained.

Witness my hand and official seal.

Denise M. Kerschhackl

My Commission Expires:

2/15/2005



APPENDIX A

DAJ 270441v1

TRADEMARK

REEL: 002726 FRAME: 0079

**ATTWOOD - Active Trademark Files** 04-Aug-03 Notes: 1) Mex; Mexico; Tha: Thailand; Can: Canada and 2) Does not include common law trademarks.

Issue Date	Docket Number	Reg. Number	Status	Title	Goods
					Class 6, 7, 11, 12
					Class 6, 9, 11, 12, & 17
					Class 6, 11
					Class 12
					Class 42
					Class 6, 7, 9, 11, 12, 18, 22, 25, 28
					Class 6, 11
					Class 28
					Class 6, 7, 9, 11, 12, 17, 22, 28
					Class 28
					Class 7
8/2/1988	TA-40365-0-USA	1,498,298	issued	ATTWOOD	
1/4/1983	TA-41138-0-USA	1,222,355	issued	BOATMATE (LSB)	
4/4/1989	TA-40490-0-USA	1,532,637	issued	DESIGN (Circular round shape)	
7/28/1987	TA-40493-0-USA	1,449,550	issued	DESIGN (Screw Head round shape)	
7/5/1988	TA-41135-0-USA	1,495,478	issued	L.S.BROWN CO.	
8/14/1984	TA-41136-0-USA	1,289,790	issued	LSB Design (Steering Wheel)	
4/5/1988	TA-40492-0-USA	1,483,040	issued	PERMA-PLATE	
1/31/1989	TA-40491-0-USA	1,523,044	issued	ROBERTS	
7/31/1984	TA-41141-0-USA	1,287,633	issued	SPORTSMASTER (LSB)	
9/28/1993	TA-40486-0-USA	1,795,132	issued	TWO IN ONE	
6/18/1991	TA-40489-0-USA	1,648,491	issued	WATER BUSTER	

CONFIDENTIAL

TRADEMARK