TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
WELLS FARGO BUSINESS CREDIT, INC.		03/01/2001	CORPORATION: MINNESOTA

RECEIVING PARTY DATA

Name:	Standard Chair of Gardner, Inc.
Street Address:	One South Main Street
City:	Gardner
State/Country:	MASSACHUSETTS
Postal Code:	01440
Entity Type:	CORPORATION: MASSACHUSETTS

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2210612	S. BENT & BROS.

CH $40.00 2210612

CORRESPONDENCE DATA

Fax Number: (617)507-2449
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 617-426-5553
Email: hiebert@samuelsTM.com
Correspondent Name: Timothy H. Hiebert
Address Line 1: 225 Franklin Street, Suite 3300
Address Line 4: Boston, MASSACHUSETTS 02110-2898

ATTORNEY DOCKET NUMBER:	STANDARD CHAIR
NAME OF SUBMITTER:	Timothy H. Hiebert

Total Attachments: 4
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BILL OF SALE AND ASSIGNMENT AGREEMENT
(Wells Fargo Business Credit, Inc. to Standard Chair of Gardner, Inc.)

This Bill of Sale and Assignment Agreement (the "**Agreement**") is made effective as of the ____ day of February, 2001, by and between Wells Fargo Business Credit, Inc., a corporation organized under the laws of Minnesota, with a usual place of business at 300 Commercial Street, Boston, Massachusetts 02109 (the "**Lender**"), and Standard Chair of Gardner, Inc., a Massachusetts corporation, with a usual place of business at One South Main Street, Gardner, Massachusetts 01440 (the "**Purchaser**").

BACKGROUND

A. Lender is a secured creditor of Samuel Bent & Bros. LLC, a Delaware limited liability company (the "**Company**").

B. The Company is presently in default with respect to its obligations to the Lender under and pursuant to the terms of the loan documents between the Lender and the Company, as may have been amended from time to time (the "**Loan Documents**") and the Lender is entitled to exercise all of its rights, remedies and privileges under the provisions of Section 9-504 of the Commercial Code (the "**UCC**") as adopted in the Commonwealth of Massachusetts (the "**State**").

C. The Lender has a first priority perfected security interest in certain of the Company's assets known as the college chair business line, more particularly described in Exhibit A annexed hereto (the "**Company Assets**").

D. Purchaser has requested the Lender to sell and the Lender has agreed to sell the Company Assets to the Purchaser pursuant to the provisions of Section 9-504 of the UCC.

NOW THEREFORE, the parties hereto, intending to be legally bound hereby, and in consideration of the aforementioned background and mutual covenants, obligations and conditions set forth herein, agree as follows:

AGREEMENT

1. The Lender, as secured party, and pursuant to the provisions of Section 9-504 of the UCC of the State hereby sells, assigns, transfers and conveys, all of its right, title and interest, in, to and under the Company Assets to the Purchaser as of the close of business on the date hereof.

2. In consideration for the sale of the Company Assets:

(a) The Purchaser shall pay to Lender royalties in an amount equal to the greater of (i) Forty Thousand ($40,000.00) Dollars payable in four (4) installments of Ten Thousand ($10,000.00) Dollars each on the last day of May, 2001, August, 2001, November, 2001, and February, 2002 (the "**Minimum Royalty**"), or (ii) on each item sold by Purchaser within one (1) year from the date hereof (A) from the list of open orders attached hereto as Exhibit B, (B) from an order taken from any web site purchased hereunder; and (C) from a customer on the customer list purchased hereunder, provided such customer is not a customer of Purchaser as of the date hereof in accordance with the following schedule: (1) $30.00 per college chair sold; (2) $30.00 for each rocker sold; (3) $17.00 for each lamp sold; and (4) $42.00 for each swivel desk chair sold (the "**Royalty**"). Purchaser will deliver to Lender contemporaneously with the execution hereof a list of all customers of the Company which are also customers of the Purchaser.

(b) The year-to-date Royalty, if greater than the year-to-date Minimum Royalty, shall be paid quarterly in arrears on the last day of May, 2001, August, 2001, November, 2001, and February, 2002. Purchaser shall provide documentation (the "Statement") to the Lender setting forth the calculation of the Royalty.

(c) If Lender is not satisfied with any Statement, Lender shall serve notice upon Purchaser of Lender's dissatisfaction within thirty days after Lender's receipt of the Statement complained of, and it shall not be necessary for Lender to specify therein the grounds for Lender's dissatisfaction. Unless within ten (10) days after service of the Lender's notice of dissatisfaction Purchaser satisfied lender with respect to such statement, Lender shall have the right to make an audit of all books and records of Purchaser, including Purchaser's bank accounts, which in any way pertain to the Royalty. Such audit shall be made by a public accountant to be selected by Lender, and all expenses of the audit up to but not exceeding the sum of Seven hundred and fifty ($750.00) Dollars for each audit up to two audits shall be paid by Purchaser if the report of the public accountant shows the statement complained of to have contained error prejudicial to Lender's receipt of the Royalty in an amount equal to or greater than one percent (1%) of the amount of the Royalty reported by the Purchaser's Statement for the period of the audit; otherwise to be paid by Lender. The final audit of the public accountant made pursuant to this paragraph shall be conclusive upon the parties, and Purchaser shall pay to Lender within five (5) days after a copy of the public accountant's final report has been delivered to Purchaser, the amount, if any, shown thereby to be due to Lender. If Lender makes any such audit, all Statements made by Purchaser after the Statement complained of and until ten (10) days after Lender receives the final report of the public accountant shall be subject to Lender's notice of dissatisfaction.

(d) In addition to the audits conducted pursuant to the above paragraph, Lender shall have the right to audit the books and records of Purchaser, including Purchaser's bank accounts, which in any way pertain to the Royalty upon giving Purchaser reasonable notice of any such intended audit.

3. The Lender hereby represents and warrants to the Purchaser that:

(a) it has provided sufficient notice of the within sale and assignment to the Company and to other persons or entities entitled to notice, whether under the UCC or otherwise;

(b) it has the right to sell the Company Assets being sold hereunder pursuant to Section 9-504 of the UCC;

(c) it has complied with all of the provisions of Section 9-504 of the UCC of the States and that, accordingly, the Purchaser is hereby vested with title to the Company Assets free and clear of all liens, commission claims and/or security interests. Lender hereby agrees to indemnify and hold Purchaser harmless from any commission claims relating to the list of open orders shown on Exhibit A-2;

(d) the Lender has taken and has all requisite corporate power and authority to enter into this Agreement and to comply with its terms, and the execution and consummation of the sale set forth herein will not violate the terms of any order, judgment, decree, agreement, regulatory provision or statute by which it is bound or to which it is a party;

(e) the Lender has not previously sold, assigned, transferred, granted a lien upon or encumbered the Company Assets or the liens or security interest of the Lender thereon prior to the date of this Agreement;

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(f) it has a validly perfected first priority security interest in and to the Company Assets and has not received any objection, challenge or claim that any person or entity has any lien or interest prior to the Lender's lien or interest with respect to the Company Assets.

4. The Company Assets purchased and sold hereunder are sold "as is" and "where is" without warranty, express or implied, including any implied warranties, quality, quantity or merchantability or fitness for a particular purpose. Purchaser is not purchasing and is not receiving or assuming any liabilities of the Company.

5. It will be the Purchaser's obligation and responsibility to pay any fees, taxes or other sums necessary or required by federal, state or local law in connection with the sale of the items set forth on Exhibit A. Purchaser and Lender each represent and warrant that no broker is involved with this transaction.

6. Purchaser warrants and represents to the Lender that it is a duly organized corporation under the laws of the Commonwealth of Massachusetts and that it has full power and authority to enter into and consummate this Agreement, that the execution and consummation of the terms of this Agreement will not violate the terms of any order, judgment, agreement or decree to which it is a party or by which it is bound. The Purchaser has not entered into any agreements or arrangements, directly or indirectly, for the purpose of providing any consideration of payment or other consideration to any of the shareholders, officers or directors of the Company.

7. Lender shall execute any documents prepared by Purchaser which are reasonably necessary to carry out the intent of this Agreement, including any such documents transferring ownership of the Company's Assets to the Purchaser.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

WELLS FARGO BUSINESS CREDIT, INC.

By: _____
Scott Fiore, Vice President

ACCEPTED BY:

STANDARD CHAIR OF GARDNER, INC.

By: _____
~~Melvin G.~~ Ostroff, President
Steven Vice President

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March 1, 2001

Final 3/1/01

EXHIBIT A

TO

SECURED PARTY BILL OF SALE

FROM WELLS FARGO BUSINESS CREDIT

TO STANDARD CHAIR OF GARDNER, INC.

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& S. Bent & Bros., Inc.

Those certain assets of Samuel Bent & Bros. LLC pertaining to the college/recognition chair line including:

(A) the college/recognition chair customer list including addresses, phone numbers and contacts attached hereto as Exhibit A-1 with the fiscal year 2000 sales totaled by month and by customer;

(B) the list of open orders attached hereto as Exhibit A-2;

(C) the college chair silk screens;

(D) all of the Company's college/recognition chair line general intangibles as defined by the UCC, including without limitation, all tradenames, trademarks if any, domain names including "collegechair.com", collegechairs.com" and samuelbent.com" or any variation thereof, websites, telephone numbers including 978.632.4300, fax numbers including 978.632.3657, the name "Samuel Bent" or any variation thereof to the extent used in the college/recognition chair business, and all house lists;

(E) a black and white copy of the seal if available and, if not available, the disk; and

(F) the name "S. Bent" and "Samuel Bent" to the extent used in the college/recognition chair business, however, Lender retains the right to sell the name "S. Bent", "Samuel Bent" or any variation thereof in connection with any portion of the Company's business not connected to the college chair line.

Except as provided in paragraph 3 of this Agreement, Lender makes no representations or warranties of any kind or nature with respect to (D), but only conveys such rights, if any, that it may have therein.

Specifically excluded from the foregoing categories of assets to be sold and purchased hereunder are any and all causes of action of Lender or the Company against third parties for loss, damage or the like as well as any and all causes of action which would enure to any trustee of the Company including without limitation, actions for recovery of voidable preferences and fraudulent conveyances. This sale is free and clear of all liens and encumbrances.