

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
O'Sullivan Industries, Inc.		04/11/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Sauder Woodworking Co.
Street Address:	930 W. Barre Road
City:	Archbold
State/Country:	OHIO
Postal Code:	43502
Entity Type:	CORPORATION: OHIO

PROPERTY NUMBERS Total: 25

Property Type	Number	Word Mark
Registration Number:	2191369	ARMORTOP
Registration Number:	2078021	COCKPIT
Registration Number:	2792902	DIGITAL DOCK
Registration Number:	2659521	HOME ARCHITECTURE
Registration Number:	2143365	INTELLIGENT DESIGNS
Registration Number:	1197927	O'SULLIVAN
Registration Number:	2784243	O'SULLIVAN FURNITURE
Registration Number:	2681195	O'SULLIVAN FURNITURE
Registration Number:	2293150	QUICKFIT
Registration Number:	2828030	TUFF DUTY
Registration Number:	2817314	WORK SHIELD
Serial Number:	77045763	HOME VISIONS
Serial Number:	78670850	OFFICE 360
Serial Number:	78669923	OFFICE 360

CH \$640.00 2191369

Serial Number:	78657856	OFFICE 360
Serial Number:	78415689	PROFLEX
Serial Number:	78875854	QUICK N LEVEL
Serial Number:	78875846	QUICK N LEVEL
Serial Number:	78230741	RENEGADE
Serial Number:	78725966	SHELVING SOLUTIONS
Serial Number:	78725963	SHELVING SOLUTIONS
Serial Number:	78725952	SNUGTRACK
Serial Number:	77040232	TD2
Serial Number:	78725958	VERSASTOR
Serial Number:	78230752	WOLVERINE

CORRESPONDENCE DATA

Fax Number: (616)336-7000
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (616) 336-6000
Email: trademarks@varnumlaw.com
Correspondent Name: Timothy E. Eagle
Address Line 1: PO Box 352
Address Line 2: Varnum, Riddering, Schmidt, Howlett LLP
Address Line 4: Grand Rapids, MICHIGAN 49501-0352

ATTORNEY DOCKET NUMBER:	SAUDER W APA
NAME OF SUBMITTER:	Timothy E. Eagle
Signature:	/Timothy E. Eagle/
Date:	07/02/2007

Total Attachments: 9
source=page1#page1.tif
source=page2#page1.tif
source=page3#page1.tif
source=page4#page1.tif
source=page5#page1.tif
source=page6#page1.tif
source=page7#page1.tif
source=page8#page1.tif
source=page9#page1.tif

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this "Agreement") made and entered into this ___ day of April, 2007 by and between O'Sullivan Industries, Inc., a Delaware corporation ("Seller"), and Sauder Woodworking Co., an Ohio corporation ("Purchaser");

WITNESSETH:

WHEREAS, Seller is engaged in the business of manufacturing, distributing and selling furniture (the "Business");

WHEREAS, Seller desires to sell to Purchaser, and Purchaser desires to purchase from Seller, certain of the proprietary intellectual property owned by or licensed to Seller and used in the Business, for the consideration and on the terms and subject to the conditions herein provided; and

WHEREAS, simultaneously with the execution and delivery of this Agreement, the parties are entering into a Transition Agreement (the "TA") pursuant of which Seller will be providing Purchaser with certain transition Services and Products (as defined in the TA) with respect to the Business.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, representations and warranties contained in this Agreement the parties hereto hereby agree as follows:

ARTICLE I

Assets Being Sold and Purchased

1.01 Upon the terms and subject to the conditions of this Agreement, Seller hereby sells, assigns, conveys, transfers and delivers to Purchaser, and Purchaser hereby purchases from Seller, for the consideration set forth in Section 2.01 hereof, the following assets, interests and properties of Seller (collectively, the "Assets");

(a) all of Seller's right, title and interest in, to and under the following intellectual property: trade names, trademarks, trademark registrations, trademark applications; patent rights (including issued patents, applications, divisions, continuations and continuations-in-part, reissues, patents of addition, utility models and inventors' certificates) which are utilized or required in the conduct of the Business, all of which are described on Exhibit A attached hereto, and any licenses with respect to any of the foregoing and the goodwill associated with any of the foregoing (the "Intellectual Property");

(b) all of Seller's right, title and interest in, to and under those license agreements described on Exhibit B attached hereto (the "License Agreements");

(c) all of Seller's right, title and interest in, to and under the customer list described in Exhibit C attached hereto; and

Country	Registration Number	Registration Date	Trademark
Slovak Republic	174 215	04/24/95	O'Sullivan
Spain	2469193	11/05/92	O'Sullivan
Sweden	261633	11/11/94	O'Sullivan
Uruguay	259.951	07/02/93	O'Sullivan
Russia	111,251	05/28/93	O'Sullivan
Venezuela	160678	06/10/94	O'Sullivan
Australia	897,492	06/28/02	O'Sullivan Furniture design
Europe-CTM	2524395	03/06/03	O'Sullivan Furniture design
Canada	TMA602604	2/18/04	O'Sullivan Furniture design
Mexico	750,992	06/18/02	O'Sullivan
Canada	TMA474,323	04/08/97	Cockpit
Canada	TMA481153	08/21/97	Durafin
Europe-CTM	1,106,459	6/6/00	Xpressions

Trademark Applications

Trademark Application	Application/Serial Number	Application Date
Home Visions	77045763	11/16/06
Office 360*	78670850	07/14/05
Office 360*	78669923	07/13/05
Office 360*	78657856	06/24/05
Proflex	78415689	05/10/04
Quick N Level	78875854	5/3/06
Quick N Level	78875856	5/3/06
Renegade	78230741	03/27/03
Shelving Solutions	78725966	10/04/05
Shelving Solutions	78725963	10/04/05
Snugtrack	78725952	10/04/05
TD2	77040232	11/9/06
Versastor	78725958	10/04/05
Wolverine*	78230752	3/27/03

*

International Trademarks

Country	Registration Number	Registration Date	Trademark
Argentina	1.524.966	05/31/94	O'Sullivan
Australia	789,670	08/25/00	O'Sullivan design
Benelux	509,231	09/01/92	O'Sullivan
Canada	TMA348,461	12/02/88	O'Sullivan
Czech Republic	175 213	03/11/94	O'Sullivan
Europe – CTM	000037945	01/23/98	O'Sullivan
France	92 403 247	01/06/93	O'Sullivan
Germany	2033140	02/24/93	O'Sullivan
Latvia	M 30980	11/20/95	O'Sullivan
Lithuania	21889	07/16/96	O'Sullivan
Mexico	422,744	09/28/92	O'Sullivan
Paraguay	237876	03/20/92	O'Sullivan
Peru	95.920	02/21/92	O'Sullivan
Saudi Arabia	265/40	09/22/92	O'Sullivan

International Patent Applications

Patent Name	Application No.	Application Date
Adjustable Television Stand	Australian serial no. 2004201087	03/15/04
Adjustable Television Stand	Canadian appl. no. 2,461,984	03/25/04
Corner Computer Workcenter	Canadian appl. no. 2,386,749	05/17/02
Power Harness Having Multiple Upstream USB Ports	Canadian appl. no. 2461901	03/25/04
Power Harness Having Multiple Upstream USB Ports	Mexico appl. no. PA/A/2004/003043	03/31/04
Shelving System	Canadian appl. No. 2503940	04/08/05
Shelving System	United Kingdom 0507999.1	04/30/05

Trademarks and Trademark Applications

Trademark Registrations

Trademark	Registration Number	Registration Date	Application/Serial Number	Application Date
Armortop	2191369	09/22/98	75202860	11/22/96
Cockpit ¹	2078021	07/08/97	75001858	10/05/95
Digital Dock	2792902	12/09/03	78099002	12/18/01
Home Architecture	2659521	12/10/02	78070392	06/21/01
Intelligent Designs ²	2143365	03/10/98	75112037	05/31/96
O'Sullivan	1197927	06/15/82	73169338	05/08/78
O'Sullivan Furniture	2784243	11/18/03	78142535	07/10/02
O'Sullivan Furniture	2681195	01/28/03	78090840	10/30/01
Quickfit ³	2293150	11/16/99	75269973	04/07/97
Tuff Duty	2828030	03/30/04	78239089	04/17/03
Work Shield	2817314	02/24/04	78217421	02/21/03

1.

2.

2-

U.S. Patent Applications

Patent Description	Application Number	File Date
Adjustable Furniture Assembly	10/365,045	02/12/03
Adjustable Television Stand	11/099,967	04/06/05
Shelving System	10/872,805	04/20/04
Bracket	29/251,752	01/12/06
Shelving System	11/346,808	02/03/06
Mounting Hook for Standards	11/330,665	01/12/06
Mounting System & Method for Mounting Objects	11/332,524	01/13/06

International Patents

Patent Name	Patent No.	Issue or Application Date
Cockpit (each view of the unit receives its own no.)	France 476,016 -476,022	10/97
Digital Satellite	United Kingdom 3016835	07/21/04
Corner Computer Workcenter	Mexico 232232	11/18/05
Corner Computer Workcenter	United Kingdom GB2379602	10/22/03
Method of Manufacturing an Adjustable Stand	GB2400027	8/29/06
Power and Communication Hub	Australia Design Reg. AU 305807, Des. no. 200514050	03/06/06
Power and Communication Hub	Australia Design Reg. AU 305808, Des. no. 200514051	03/06/06
Power and Communication Hub	Canada Design Reg. No. 106,411	11/29/06
Power and Communication Hub	Mexico Reg. Ind. Design no. 18211	07/04/05
Power and Communication Hub	United Kingdom Design Reg. No. 3016835	07/21/04
Power Harness Having Multiple Upstream USB Ports	Taiwan I240466	09/21/05

EXHIBIT A

Patents and Patent Applications

Issued U.S. Patents

Patent Description	Patent Number	File Date	Date of Grant	Application Number
Corner Computer Workcenter	7,008,028	07/16/04	03/07/06	10/893051
Furniture Leg	D516,344	03/30/05	03/07/06	29/226758
Power and Communication Hub	D514,518	03/10/04	02/07/06	29/201104
Furniture Leg	D511,636	02/06/04	11/22/05	29/199012
Power Harness having Multiple Upstream USB Ports	6,923,684	10/10/03	08/02/05	10/683765
Modular Entertainment Unit	D507,428	04/15/04	07/19/05	29/203539
TV Stand	D495,163	03/31/03	08/31/04	29/178805
Power and Communication Hub	D493,426	10/10/03	07/27/04	29/191589
Corner Computer Workstation	D466,720	10/12/01	12/10/02	29/149708
Corner Computer Workstation	6,824,230	09/21/01	11/30/04	09/952,562
Corner Computer Workstation	7,008,028 B2	7/16/04	3/7/06	10/893,051
Workstation	D409,855	02/19/98	05/18/99	29/083907
Corner Computer Workstation	D391,415	10/16/96	03/03/98	61,114
Corner Computer Workstation	D386,015	10/16/96	11/11/97	61,112
Corner Computer Workstation	D381,530	08/21/95	07/29/97	42,899
Corner Computer Workstation	D382,419	08/21/95	08/19/97	42,894
Corner Computer Workstation	D381,222	08/21/95	07/22/97	42,895
System for Assembling Furniture	5,457,867	03/08/94	10/17/95	08/207763
Desk	D359,401	12/08/93	06/20/95	16,112
Desk	D330,126	12/13/90	10/13/92	628,866
Power Harness Having Multiple Upstream USB Ports and Furniture Article Having Harness with USB Ports	7,074,091	05/09/05	07/11/06	11/124,732
Retractable Power Strip/Power Module	7,189,107	09/23/05	03/13/07	11/234,567
Adjustable Television Stand	7,195,213	1/7/04	3/27/07	10/752,908

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

O'SULLIVAN INDUSTRIES, INC.

By: *Jeffrey M. ...*
Title: CEO

SAUDER WOODWORKING CO.


By: _____
Title: _____

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

O'SULLIVAN INDUSTRIES, INC.

By: _____
Title: _____

SAUDER WOODWORKING CO.

By:  _____
Title: President/CEO

(d) all of Seller's right, title and interest in, to and under all trade secrets, proprietary manufacturing information and know-how; inventions, inventors' notes, drawings and designs; and the goodwill associated with any of the foregoing.

1.02 Anything herein to the contrary notwithstanding, Seller is retaining and Seller does not by the terms of this Agreement sell, convey, transfer, assign or deliver to Purchaser any assets, interests or properties of Seller not conveyed to Purchaser pursuant to Section 1.01 hereof.

ARTICLE II

Consideration