

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
Hirsh Industries, Inc.		05/19/2006	CORPORATION: IOWA

RECEIVING PARTY DATA

Name:	Hirsh Industries, LLC
Street Address:	11229 Aurora Avenue
City:	Urbandale
State/Country:	IOWA
Postal Code:	50322
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 26

Property Type	Number	Word Mark
Registration Number:	2842715	ACCENT FILE
Registration Number:	2659904	H
Registration Number:	2906935	HIRSH
Registration Number:	2771939	HIRSH INDUSTRIES
Registration Number:	2507666	IRON HORSE
Registration Number:	1141990	IRON HORSE
Registration Number:	2632200	OFFICE DESIGNS
Registration Number:	2625521	OFFICEDESIGNS
Registration Number:	2053129	OFFICE DIMENSIONS
Registration Number:	2842714	READY FILE
Registration Number:	2427884	SHELF HELP
Registration Number:	2097611	SMART-FILE
Registration Number:	2424488	SPACE SOLUTIONS
Registration Number:	2615686	SPACE SOLUTIONS

CH \$665.00 2842715

Registration Number:	2655281	S P A C E SOLUTIONS
Registration Number:	1444158	TOOL STOOL
Registration Number:	2097612	ULTRA-FILE
Registration Number:	1431989	VALU-FILE
Serial Number:	76609844	2500 SERIES
Serial Number:	76609845	3000 SERIES
Serial Number:	76522053	BASIC FILE
Serial Number:	76636374	CREATE-A-DESK
Serial Number:	76609846	HL 1000 SERIES
Serial Number:	76609848	HL10000 SERIES
Serial Number:	76609847	HL5000 SERIES
Registration Number:	2140074	OFFICE DESIGNS

CORRESPONDENCE DATA

Fax Number: (312)214-7715
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 312-214-7770
Email: anderson@ryndaksuri.com
Correspondent Name: RYNDAK & SURI LLP
Address Line 1: 200 West Madison Street
Address Line 2: Suite 2100
Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER:	28183-10000
NAME OF SUBMITTER:	Mark K. Suri
Signature:	/s/ Mark K. Suri
Date:	09/07/2007

Total Attachments: 9
source=Asgt Inc to LLC TMs#page1.tif
source=Asgt Inc to LLC TMs#page2.tif
source=Asgt Inc to LLC TMs#page3.tif
source=Asgt Inc to LLC TMs#page4.tif
source=Asgt Inc to LLC TMs#page5.tif
source=Asgt Inc to LLC TMs#page6.tif
source=Asgt Inc to LLC TMs#page7.tif
source=Asgt Inc to LLC TMs#page8.tif
source=Asgt Inc to LLC TMs#page9.tif

CONTRIBUTION AGREEMENT

This CONTRIBUTION AGREEMENT (this "Agreement"), dated as of May 19, 2006, is made by and between Hirsh Industries, Inc., an Iowa corporation ("Hirsh"), and Hirsh Industries, LLC, a Delaware limited liability company and a wholly-owned subsidiary of Hirsh (the "Company").

RECITALS

WHEREAS, Hirsh desires to contribute to the Company, all of Hirsh's right, title and interest in and to the "Assets" (defined below), and the Company desires to accept such Assets.

WHEREAS, Hirsh desires to assign and transfer to the Company, and the Company desires to assume all of the liabilities and obligations, contractual or otherwise, of Hirsh associated with the Assets and the "Contracts" (as defined below) and incurred in the ordinary course of the "Business" (as defined below) (collectively, the "Liabilities").

WHEREAS, Hirsh desires to assume and assign to the Company all of its right, title and interest in and to the "Contracts" (defined below), and the Company desires to accept such Contracts and assume all of the rights, duties, obligations and liabilities related thereto.

NOW THEREFORE, in consideration of the mutual agreements contained herein, and for other good and valuable consideration, the value, receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

Section 1. Contribution. On the terms and subject to the conditions contained in this Agreement, effective as of the date hereof, Hirsh hereby contributes, assigns, transfers, conveys and delivers to the Company, all of the right, title and interest of Hirsh in and to all of the assets, rights and properties owned, held or used in the conduct of the business of Hirsh's consumer product division (the "Business") as of the date hereof (collectively, the "Assets"), including without limitation:

- a. all accounts receivable;
- b. all inventory and raw materials;
- c. all rights of Hirsh to deposits and prepaid expenses, claims for refunds and rights to offset in respect thereof;
- d. all tangible personal property, including all inventories, supplies and other materials owned by Hirsh for use or consumption in the operation of the Business, and other interests in tangible personal property used in connection with the Business, including, without limitation, the items listed on Schedule A hereto;
- e. all contracts, permits, leases of personal property and leases of real property, including those listed or described on Schedule B hereto (collectively, the "Contracts"), and all outstanding offers or solicitations made by or to Hirsh to enter into a Contract, pursuant to 11 U.S.C. Sec. 365 and otherwise;

f. all intellectual property used in the Business, together with all income, royalties, damages and payments due or payable as of the date hereof or thereafter (including damages and payments for past, present or future infringements, misappropriations or other violations thereof), the right to sue and recover for past infringements, misappropriations or other violations thereof, any and all corresponding rights that, now or hereafter, may be secured throughout the world, and all copies and tangible embodiments of any such intellectual property (collectively, the "Intellectual Property"), including, without limitation, the Intellectual Property listed on Schedule C hereto;

g. all books and records used by Hirsh in connection with the Business;

h. all claims of Hirsh against third parties relating to the Assets or the Business, whether choate or inchoate, known or unknown, matured or unmatured, contingent or noncontingent;

i. the real property listed on Schedule D hereto; and

j. all common stock of SteelWorks International, Inc., a Delaware corporation, and Guardamex, S. de R.L. de C.V., a Mexico corporation.

Section 2. Assignment and Assumption of Liabilities. On the terms and subject to the conditions contained in this Agreement, effective as of the date of this Agreement, Hirsh hereby transfers, assigns and conveys to the Company, and the Company hereby assumes and agrees to discharge all of the Liabilities.

Section 3. Closing; Closing Deliveries.

(a) On the terms and subject to the conditions contained in this Agreement, the consummation of the transactions contemplated by this Agreement (the "Closing") will take place at the offices of Hirsh, 11229 Aurora Avenue, Urbandale, Iowa concurrent with the execution of this Agreement.

(b) At the Closing, Hirsh shall deliver to the Company all such instruments and documents evidencing the contribution described herein as may be reasonably required in order to effect the intent of this Agreement.

Section 4. Certain Agreements of the Parties.

(a) General. In case at any time after the Closing any further action is necessary or desirable to carry out the purposes of this Agreement, each party will take such further action (including the execution and delivery of such further instruments and documents) as the other party reasonably may request, at the sole cost and expense of the requesting party.

(b) Consents; Nonassignable Contracts.

(i) The parties shall cooperate after the Closing to obtain any consents, approvals or authorizations of any governmental entities or third parties that are not obtained prior to the Closing and that are required in connection with the transactions contemplated by this Agreement (if any).

(ii) To the extent that any contract included in the listed Assets is not capable of being contributed, assigned, conveyed, transferred or delivered pursuant to this Agreement without the consent of a third party (including a governmental entity), and such consent is not obtained prior to the Closing, or if such transfer or attempted transfer would constitute a breach or violation of any such contract or applicable law, nothing in this Agreement will constitute a transfer or an attempted transfer thereof.

(iii) In the event that any required consent (if any) is not obtained at or prior to the Closing, the party transferring the applicable contract will use commercially reasonable efforts to (A) provide to the transferee party, the benefits of the applicable contract, (B) cooperate in any reasonable and lawful arrangement designed to provide such benefits to such parties and (C) enforce at the request of the transferee party and for the respective account of such party, any rights of the transferring party arising from any such contract (including the right to elect to terminate such contract in accordance with the terms thereof upon the request of the transferee party).

(iv) To the extent that a transferee party is provided the benefits of any contracts referred to in subsection (iii) above, such transferee will perform the obligations arising under such contracts for the benefit of the transferring party and the other party or parties thereto.

(c) Endorsements; Payments. From and after the effective date of this Agreement, the Company shall have the right to endorse the name of Hirsh or its predecessors on any check, draft, warehouse receipt, bill of lading or negotiable instrument received in Hirsh's name by the Company, and Hirsh will promptly deliver to the Company, all payments received by Hirsh to which the Company is entitled, including payments on accounts receivable, refunds for suppliers, or insurance claim proceeds.

Section 5. Miscellaneous.

(a) Expenses. The Company will bear all legal, accounting and other costs and expenses incurred by it or on its behalf, and all of the legal, accounting and other costs and expenses incurred by Hirsh or on behalf of Hirsh, in connection with this Agreement and the transactions contemplated hereby.

(b) Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all such counterparts taken together will constitute one and the same Agreement.

(c) Entire Agreement. This Agreement and all of the documents, agreements and certificates executed and/or delivered in connection herewith, constitute the entire agreement between the parties in connection with the transactions contemplated hereby and supersede any prior or contemporaneous understandings, agreements or representations by or among the parties, written or oral, that may have related in any way to the subject matter hereof.

(d) Amendments. The provisions of this Agreement may be amended or waived only by a written instrument executed and delivered by both of the parties hereto. No other course of dealing between the parties to this Agreement or any delay in exercising any rights hereunder will operate as a waiver of any rights of such parties.

(e) No Third-Party Beneficiaries. This Agreement will not confer any rights or remedies upon any person or entity other than the parties hereto and their respective successors and permitted assigns.

(f) Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to any law or rule that would cause the laws of any jurisdiction other than the State of Delaware to be applied.

* * * * *

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

HIRSH INDUSTRIES, INC.

By: [Signature]
Name: GI YVANNIE STREIBER
Its: PRESIDENT

HIRSH INDUSTRIES, LLC

By: [Signature]
Name: ALBERT EKBERG
Its: PRESIDENT

TRADEMARKS

R&S Case Number	Trademark Name	Country	Application Number	Filing Date	Registration Number	Issue Date
2818310723	2500 Series	US	76/609844	30-Aug-04		
2818310723	2500 Series	CA	1250030	03-Mar-05		
2818310723	2500 Series	MX	705315	03-Mar-05	879162	27-Apr-05
2818310730	3000 Series	CA	1250031	03-Mar-05		
2818310730	3000 Series	MX	705316	03-Mar-05	879163	27-Apr-05
2818310730	3000 Series	US	76/609845	30-Aug-04		
2818310607	Accent File	US	76/522058	09-Jun-03	2842715	18-May-04
2818310607	Accent File	CA	1193093	08-Oct-03	641438	06-Jun-05
2818310592	Basic File	US	76/522053	09-Jun-03		
2818310592	Basic File	MX	0626100	23-Oct-03		
2818310630	Basic File	CA	2293095	08-Oct-03		
2818310778	Create-A-Desk	US	76/636374	13-Dec-04		
2818310105	Easyfile and design	CA	647002	15-Dec-89	387017	26-Jul-91
2818310385	H and design	US	75/714500	27-May-99	2659904	10-Dec-02
2818310561	Hirsh	US	76/384575	20-Mar-02	2906935	30-Nov-04

TRADEMARK

R&S Case Number	Trademark Name	Country	Application Number	Filing Date	Registration Number	Issue Date
2818310378	Hirsh Industries (block letters)	US	75/714594	27-May-99	2771939	07-Oct-03
2818310547	Hirsh Shelf Help	CA	726370	14-Apr-93	447974	22-Sep-95
2818310747	HL 1000 Series	US	76/609846	30-Aug-04		
2818310747	HL1000 Series	MX	705317	03-Mar-05	880854	11-May-05
2818310747	HL1000 Series	CA	1250032	03-Mar-05		
2818310761	HL 10000 Series	MX	705397	03-Mar-05		
2818310761	HL10000 Series	CA	1250029	03-Mar-05		
2818310761	HL10000 Series	US	76/609848	30-Aug-04		
2818310754	HL5000 Series	US	76/609847	30-Aug-04		
2818310754	HL5000 Series	CA	1250033	03-Mar-05		
2818310754	HL56000 Series	MX	705318	03-Mar-05	878509	26-Apr-05
2818310416	Iron Horse (block letters)	US	75/714586	27-May-99	2507666	13-Nov-01
2818310523	Iron Horse and design	US	73/202720	05-Feb-79	1141990	02-Dec-80
2818310308H	Iron Horse Work Systems By Hirsh	CA	731873	23-Jun-93	514524	16-Aug-99
2818310091	Office Designs	CA	776625	28-Feb-95	463201	06-Sep-96
2818310083	Office Designs (block letters)	US	75/101399	09-May-96	2140076	03-Mar-98

TRADEMARK

REEL: 003617 FRAME: 0034

R&S Case Number	Trademark Name	Country	Application Number	Filing Date	Registration Number	Issue Date
2818310430	Office Designs (block letters)	US	75/714806	27-May-99	2632200	08-Oct-02
2818310447	Office Designs (stylized)	US	75/714595	27-May-99	2625521	24-Sep-02
2818310075	Office Dimensions	US	74/566746	29-Aug-94	2053129	15-Apr-97
2818310585	Ready File	MX	0626101	23-Oct-03	811942	07-Nov-03
2818310647	Ready File	CA	1193094	08-Oct-03	641345	03-Jun-05
2818310585	Ready File	US	76/522057	09-Jun-03	2842714	18-May-04
2818310347	Shelf Help	US	76/506400	16-Dec-98	2427884	13-Feb-01
2818310113	Smart-File	US	75/168093	18-Sep-96	2097611	16-Sep-97
2818310229	Smart-File	CA	839144	12-Mar-97	504404	20-Nov-98
2818310210	Smart-File	MX	290030	17-Mar-97	568485	28-Jan-98
2818310330	Space Solutions	MX	379305	16-Jun-99	624879	27-Sep-99
2818310330	Space Solutions	US	75/606520	16-Dec-98	2424488	30-Jan-01
2818310392	Space Solutions	US	75/714520	27-May-99	2615686	03-Sep-02
2818310330	Space Solutions	CA	1019143	16-Jun-99	544099	24-Apr-01
2818310408	Space Solutions and design	US	75/714585	27-May-99	2655281	03-Dec-02
2818310308K	Tool Stool	US	75/514667	21-Dec-84	1444158	23-Jun-87

TRADEMARK

REEL: 003617 FRAME: 0035

R&S Case Number	Trademark Name	Country	Application Number	Filing Date	Registration Number	Issue Date
2818310121	Ultra-File	US	75/168094	18-Sep-96	2097612	16-Sep-97
2818310202	Ultra-File	MX	290032	17-Mar-97	620-855	31-Aug-99
2818310067	Valu-File (stylized)	US	73/610488	21-Jul-86	1431989	10-Mar-87