# OP \$215.00 267647

## 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
Mohon International, Inc.		02/09/2006	CORPORATION:

#### **RECEIVING PARTY DATA**

Name:	Institutional Casework, Inc.		
Street Address:	1865 North Market Street		
City:	Paris		
State/Country:	TENNESSEE		
Postal Code:	38242		
Entity Type:	CORPORATION:		

#### PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark	
Registration Number:	2676479	CAMPBELLRHEA	
Registration Number:	2617135	CAMPBELLRHEA	
Registration Number:	2581742	CAMPBELL RHEA	
Serial Number:	78530614	APOGEE ADAPTABLE LAB SYSTEMS	
Registration Number:	2572189	LABSHIELD	
Registration Number:	2609390	TAYLORLAB	
Registration Number:	2882748	SAFEONE	
Registration Number:	2893786	MAGNETAR	

### **CORRESPONDENCE DATA**

Fax Number: (870)942-4040

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 5013531018

Email: rsomm@bellsouth.net

Correspondent Name: Robert M. Sommers, Esq.

Address Line 1: 5001 Woodlawn Dirve

TRADEMARK REEL: 003651 FRAME: 0459

900090676

l.				
Address Line 4: Little Rock, ARKANSAS 72205				
NAME OF SUBMITTER:	Robert M. Sommers			
Signature:	/Robert M. Sommers/			
Date:	10/31/2007			
Total Attachments: 8 source=TM Assignment_ICI#page1.tif source=TM Assignment_ICI#page2.tif source=TM Assignment_ICI#page3.tif source=TM Assignment_ICI#page4.tif source=TM Assignment_ICI#page5.tif source=TM Assignment_ICI#page6.tif source=TM Assignment_ICI#page7.tif source=TM Assignment_ICI#page8.tif				

TRADEMARK REEL: 003651 FRAME: 0460

Williams & Prochaska, P.C.

# **CLOSING INDEX**

by and between

Mohon International, Inc., Texwood Furniture, Ltd. and Schoolhouse Furniture, Inc.

("Sellers")

and

Institutional Casework, Incorporated

and

City of Paris as Indenture Trustee for The Industrial Development Board for the

City of Paris

February 9, 2006

W&P Reference Number: 19054-001

Seller(s):

Mohon International, Inc., et al. 1865 North Market Street

Paris, Tennessee 38242 Telephone: 731/642-41251

c/o Sagus International, Inc. 1414 S. Western Avenue Chicago, Illinois 60608 Attention: President Telephone: 847/498-7536

Facsimile: 847/498-7538

Mohon's Counsel:

Ernest B. Williams IV, Esquire Williams & Prochaska, P.C.

L&C Tower, 401 Church Street, Suite 2600

Nashville, Tennessee 37219-2208 Telephone: 615/242-0060 Facsimile: 615/242-0124

Sagus' Counsel:

Cooley Godward LLP

101 California Street, 5th Floor San Francisco, CA 94111-5800

Attention: Gian-Michele a Marca, Esquire

Telephone: 415/693-2000 Facsimile: 415/693-2222

Purchaser(s):

Institutional Casework, Incorporated

c/o Ainley, Hoover, Clark & Hoover PLLC

200 North Poplar Street Paris, Tennessee 38242

Attention: Michael Ainley, Esquire

Telephone: 731/642-0178 Facsimile: 731/644-3559

City Of Paris

Indenture Trustee For The Industrial Development Board

For The City Of Paris, Tennessee

Post Office Box 970 Paris, Tennessee 38242

Purchaser(s) Counsel: Samuel M. Marks III, Esquire Marks, Shipman & Lansky

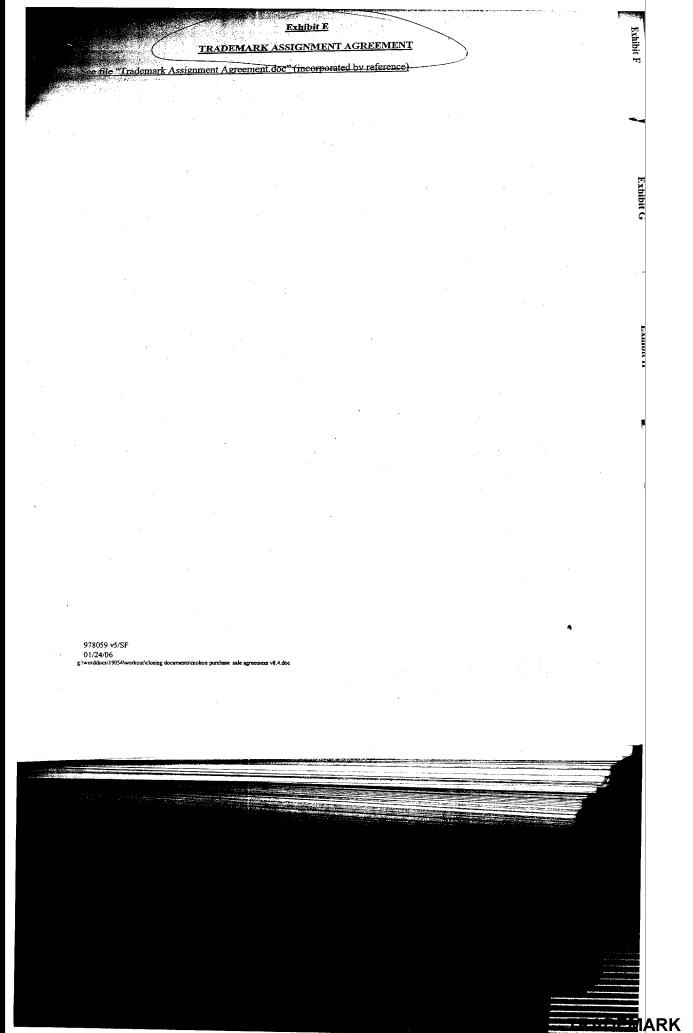
6750 Poplar Avenue, Suite 208 Memphis, Tennessee 38138

sing Binder Index: International Casework, Inc.

#### Settlement Statement

- Institutional Casework, Incorporated 2.
  - Resolution Institutional Casework, Incorporated / To Purchase
  - **(b)** Charter
  - **Articles of Amendment to Charter** (c)
  - **Corporate Resolution** (d)
- Schoolhouse Furniture, Inc, Casework Holding Co., and Mohon International, Inc. 3.
  - Resolution Action by Written Consent of Stockholders of Schoolhouse Furniture, Inc, Casework Holding Co., and Mohon International, Inc
- Texwood Furniture, Ltd. 4.
  - Resolution Action by Unanimous Written Consent of the General Partner of Texwood Furniture, Ltd.
- Sagus, Schoolhouse, MFP, Midwest Folding, Casework, Texwood and Mohon 5.
  - Resolution Action by Unanimous Written Consent of the Board of Directors of Sagus, Schoolhouse, MFP, Midwest Folding, Casework, Texwood and Mohon
- City of Paris 6.
  - Resolution Board of Commissioners of the City of Paris, Tennessee Relating (a) to Purchase of Mohon, Inc. Real Estate
- Escrow Agreement by and between Mohon International, Inc. and International 7. Casework Incorporated
- **Asset Purchase Agreement** 8.
  - Exhibit A Definitions
  - Exhibit B Assignment and Assumption Agreement
  - Exhibit C -- Assignment and Bill of Sale
  - Exhibit D --- Accounts Receivable Collection Agreement
  - Exhibit E --- Trademark Assignment Agreement
  - Exhibit F Patent Assignment
    - Exhibit G Borrowing Base Certificate
    - Exhibit H Warranty Deed
    - Exhibit I Warranty Service Contract v3
    - Schedule 2.1A Depreciation Expense Report (CR equipment list) GB Asset Advisors (Gordon Bros Equip List)
    - Schedule 2.1 B Excluded Assets
    - Schedule 2.1 C Assumed Liabilities
    - Schedule 2.1D Texwood Machinery List-Second Pass
    - Schedule 2.1D TW equipment list
    - Schedule 2.4 General Electric Lease
      - The Manifest Group Lease
      - The Manifest Group Lease 2
      - **HW Investments Lease**
    - Schedule 4.3 Encumbrances
      - EPA Issue (Ltr Dec 9)
    - Schedule 4.7 EPA Issue (Ltr Jan 11)
      - Phase I Environmental Study-Final Report
    - Schedule 6.7 Tornado contracts (low-res)
    - Schedule 6.8 Project List
  - General Warranty Deed (Mohon to City of Paris) 9.
  - Satisfaction of Deed of Trust (BNP Sagus Mortgage Release) 10.
  - Release of Security Interest (BNP) in Patents/Confirmation 11.
  - Release of Security Interest (BNP) in Trademarks/Confirmation

losing Binder Index: International Casework, Inc.



# TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Agreement") is made and effective as of February 2, 2006 is between Institutional Casework, Incorporated, a Tennessee corporation ("Purchaser"), and Mohon International, Inc., a Tennessee corporation ("Seller").

WHEREAS, Seller has adopted, owns and uses the registered trademarks set forth in Attachment 1 of this Agreement (collectively, the "Marks");

WHEREAS, Purchaser desires to acquire all of Seller's right, title and interest in and to the Marks and the portion of Seller's business to which the Marks pertain pursuant to the Asset Purchase Agreement by and between Seller and Purchaser dated as of the date hereof (the "Purchase Agreement").

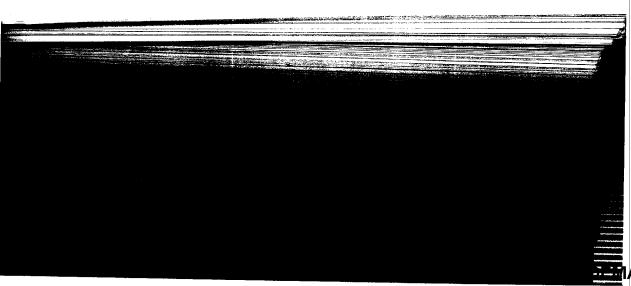
NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged:

- 1. Seller hereby sells, assigns and transfers to Purchaser, its successors and assigns, as the successor to Seller's business to which the Marks pertain, all its right, title and interest in and to the Marks, including all common law rights, in the United States of America and all other countries and jurisdictions of the world, together with the goodwill of the business symbolized by the Marks.
- 2. Seller hereby assigns to Purchaser all causes of action, claims and rights to damages or profits, due or accrued, arising out of past infringement of the Marks, or injury to the goodwill associated with the Marks, as well as the rights to sue for and recover the Marks in Purchaser's own name.
- 3. Seller represents and warrants that it will cooperate (i) in any actions necessary for Purchaser to prosecute, renew or register its rights, title and interests in and to the Marks, including United States and foreign registrations, at Purchaser's expense (except to the extent that Parent and Seller are required to indemnify Purchaser pursuant to Section 7 of the Purchase Agreement for any of the above actions), and (ii) to cooperate in any actions brought to enforce the rights accompanying this Assignment against third parties, at Purchaser's expense (except to the extent that Parent and Seller are required to indemnify Purchaser pursuant to Section 7 of the Purchase Agreement for any of the above actions).

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IN WITNESS WHEREOF, Seller and Purchaser have each caused this Trademark Assignment Agreement to be duly executed and delivered as of the date first written above.

SELLER:

MOHON INTERNATIONAL, INC.,

By:

Charles E. Turnbull President and CEO

PURCHASER:

INSTITUTIONAL CASEWORK, INCORPORATED

By:

Tames L. Arthurs II. President and CEO

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#### ATTACHMENT 1

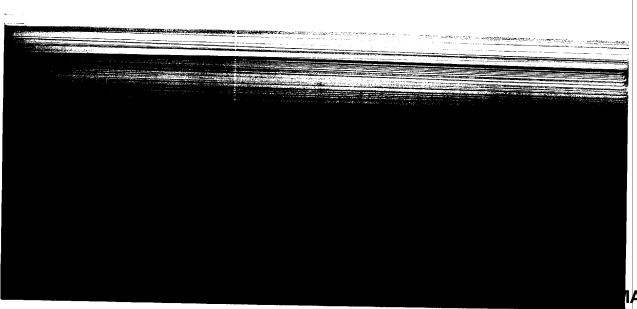
## <u>Marks</u>

<u>Status</u>	Filing date	<u>Mark</u>	Goods	Serial #
Registered	Federal, Filed 05/12/02	Mark = Labshield	Goods = Fume hoods	2572189
Registered	Federal, Filed 08/20/02	Mark = Taylorlab	Goods = Laboratory furniture	2609390
Registered	Federal, Filed 06/18/02	Mark = Campbell Rhea	Goods = Laboratory furniture	2581742
Registered	Federal, Filed 06/18/02	Mark = Mohon International	Goods = Laboratory Furniture	2581550
Registered	Federal, Filed 09/10/02	Mark = CampbellRhea	Goods = Laboratory furniture	2617135
Renewed	Filed 09/14/81	Mark = CampbellRhea & Design	Goods = Casework for laboratories	N/A
Registered	Federal, Filed 01/22/01	Mark = CampbellRhea (and design)	Goods = Laboratory furniture	2676479
Registered	Federal, Filed 12/10/04	Mark = Apogee Adaptable Lab Systems (and design)	Goods = Laboratory Furniture	78530614
Registered	Federal, Filed 08/04/03	Mark = Safeone	Goods = Laboratory Furniture	76534115
Registered	Federal, Filed 04/24/03	Mark = Magnetar	Goods = Laboratory Furniture	76509132

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# CERTIFICATION

State of TENN aNEC ) ss. ) County of HENM

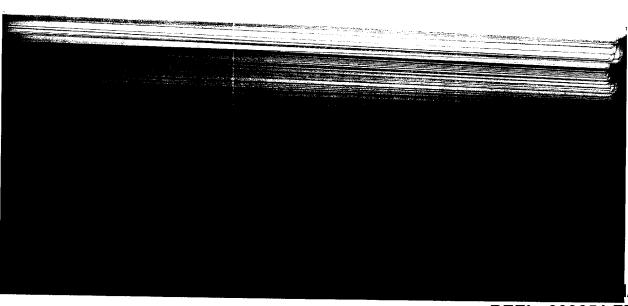
On this Ph day of FEDRUAR 2000, before me the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared CHARLES E. TURN BULL who is personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on such instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS, my hand and official seal.

OSON COUNTY My Commission Expires MAY 24, 2008

NOTARY PUBLIC

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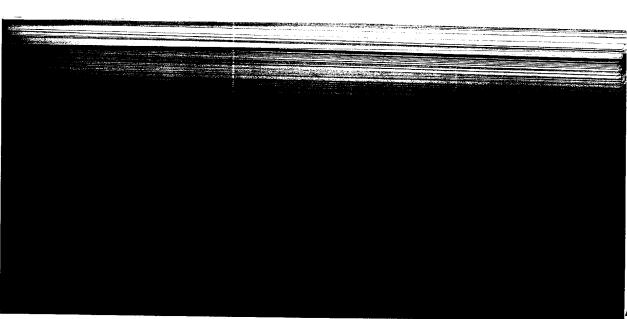
**CERTIFICATION** 

State of  $\nearrow ENNESJ EE$  ) ss County of  $\nearrow ENNESJ EE$  )

WITNESS, my hand and official seal.

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**RECORDED: 10/31/2007**