

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Teknion Furniture Systems		07/13/1998	PARTNERSHIP: CANADA

RECEIVING PARTY DATA

Name:	Teknion Furniture Systems Limited
Street Address:	1150 Flint Road
City:	Downsview, Ontario
State/Country:	CANADA
Postal Code:	M3J 2J5
Entity Type:	CORPORATION: CANADA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2528820	TEKNION

CORRESPONDENCE DATA

Fax Number: (312)222-0818  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 312-222-0800  
 Email: chiipdocket@michaelbest.com, jlgrubner@michaelbest.com,  
 dsternig@michaelbest.com  
 Correspondent Name: Judith L. Grubner c/o Michael Best  
 Address Line 1: 180 N. Stetson Avenue  
 Address Line 2: Suite 2000  
 Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	205161-0071
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DOMESTIC REPRESENTATIVE

Name: Judith L. Grubner  
 Address Line 1: 180 N. Stetson Avenue

OP \$40.00 2528820

Address Line 2: Suite 2000  
Address Line 4: Chicago, ILLINOIS 60601

NAME OF SUBMITTER:	Judith L. Grubner
Signature:	/judith l. grubner/
Date:	12/31/2007

Total Attachments: 12  
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**GENERAL CONVEYANCE**

THIS INDENTURE made this 13th day of July, 1998.

**B E T W E E N:**

**TEKNION HOLDINGS INC. and BIRCHGROVE INVESTMENTS INC.**, carrying on business in partnership as **TEKNION FURNITURE SYSTEMS**

(the "Vendor")

- and -

**TEKNION FURNITURE SYSTEMS LIMITED**, a corporation incorporated under the laws of the Province of Ontario

(the "Purchaser")

**THIS INDENTURE WITNESSETH** that in consideration of the mutual covenants hereinafter contained, the parties hereto agree as follows:

**1. DEFINITIONS**

**1.1. Definitions**

In this Indenture, unless the context requires otherwise, the following words and phrases shall have the following meanings:

- (a) "Act" means the Income Tax Act (Canada), R.S.C. 1985 (5th Supp.), c.1, as amended;

- (b) "Assumed Debt" has the meaning ascribed thereto in paragraph 3.2(a) herein;
- (c) "cost amount" is as defined in subsection 248(1) of the Act;
- (d) "CTA" means the *Corporations Tax Act (Ontario)*, R.S.O. 1990, c.40, as amended;
- (e) "cumulative eligible capital" is as defined in subsection 14(5) of the Act;
- (f) "depreciable property" is as defined in subsection 13(21) of the Act;
- (g) "ETA" means the *Excise Tax Act (Canada)*, R.S.C. 1985, c. E-15, as amended;
- (h) "Purchased Business" means the business of manufacturing and marketing of office systems and related office furniture products currently carried on by the Vendor;
- (i) "Transferred Asset" and "Transferred Assets" have the meaning ascribed thereto in subsection 2.1 herein;
- (j) "undepreciated capital cost" is as defined in subsection 13(21) of the Act.

## **2. PROPERTY AND ASSETS TO BE TRANSFERRED**

### **2.1. Transferred Assets**

- (a) Subject to the terms and conditions hereof, the Vendor hereby forever and absolutely grants, bargains, sells, assigns, conveys, transfers and sets over unto the Purchaser and the Purchaser hereby purchases from the Vendor all of the Vendor's undertaking, property, assets and rights of every kind and description and

wheresoever situate, including without limitation (each, a "Transferred Asset" and collectively, the "Transferred Assets"):

- (i) all inventories of or pertaining to the Purchased Business including without limitation all finished goods, work in process, raw materials, new and unused production and shipping supplies and all other materials and supplies on hand to be used or consumed in the production of products;
- (ii) all accounts receivable, trade accounts, notes receivable, book debts and other debts due or accruing due to the Vendor and the full benefit of all securities for such accounts, notes or debts;
- (iii) the full benefit of all contracts, engagements or commitments to which the Vendor is entitled or by which it is bound whether written or oral, including without limitation the full benefit and advantage of all unfilled orders and forward commitments for supplies or materials entered into in the ordinary course of the Purchased Business whether or not there are any written contracts with respect thereto;
- (iv) all the right, title, benefit and interest of the Vendor in and to all registered or unregistered trade marks, trade or brand names, service marks, copyrights, designs, inventions, patents, patent applications, patent rights (including any patents issuing on such applications or rights) licences, sub-licenses, franchises, formulae, processes, technology and other industrial property owned by the Vendor, including all restrictive agreements and negative covenant agreements which the Vendor may have with its employees, past or present;
- (v) the goodwill of the Purchased Business together with the exclusive right to the Purchaser to represent itself as carrying on the Purchased Business in continuation of and in

succession to the Vendor and the right to use any words indicating that the Purchased Business is so carried on, including the exclusive right to use the name Teknion Furniture Systems or any variation thereof, as part of the name of or in connection with the Purchased Business or any part thereof carried on or to be carried on by the Purchaser;

- (vi) all prepaid expenses;
- (vii) all cash on hand, including on deposit with the Partnership's banker, certificates of deposit, term deposits and the like;
- (viii) all machinery, equipment, trucks, cars and other vehicles, jigs, tools, dies, handling equipment, furniture, furnishings, fixtures and accessories and supplies of all kinds; and
- (ix) all leasehold interests and leasehold property of the Vendor of personal property and of real property including without limitation all improvements and fixtures (including fixed machinery and fixed equipment).

**TO HAVE AND TO HOLD UNTO** and to the use of the Purchaser as of and from the effective date and time hereof (as provided in paragraph (b) below).

- (b) The transfer of the Transferred Assets hereunder shall for all purposes be deemed to occur effective on and as of the close of business on the date hereof (the "Effective Time").

### **3. PURCHASE PRICE AND SATISFACTION**

#### **3.1. Purchase Price**

The purchase price payable by the Purchaser to the Vendor shall be an amount equal to the aggregate of the fair market value of each Transferred Asset (the "Purchase Price"). The Vendor and the Purchaser shall diligently proceed to determine said fair market value in money terms. Upon such

determination the parties shall acknowledge same by initialling the result as reduced to writing.

3.2. Satisfaction of Purchase Price

The Purchase Price for the Transferred Assets shall be satisfied as follows:

- (a) as to an amount equal to the debts and liabilities of the Vendor as at the Effective Time (such aggregate amount being referred to herein as the "Assumed Debts") to a maximum equal to the aggregate of the amounts agreed pursuant to subsection 4.2 hereof, by the assumption thereof by the Purchaser; and.
- (b) as to the balance of the Purchase Price, by the allotment and issuance to the Vendor of 999 common shares in the capital of the Purchaser as fully paid and non-assessable shares.

For income tax and accounting purposes, the Assumed Debts shall be allocated among the Transferred Assets in the manner determined by the Vendor, provided that the purchase price for each Transferred Asset in respect of which subsection 4.1 hereof applies shall be satisfied in part by the allocation of at least one (1) or a fraction thereof of the 999 common shares referred to in paragraph (b) hereof and provided further that the amount of the Assumed Debts allocated to a Transferred Asset in respect of which subsection 4.1 hereof applies shall not exceed the agreed amount (as described in subsection 4.2 hereof) in respect of such Transferred Asset. To the extent that the Assumed Debts exceed the aggregate of the amounts agreed pursuant to subsection 4.2 hereof, such excess amount shall constitute a non-interest bearing debt owing by the Vendor to the Purchaser, to be satisfied by the Vendor on demand.

3.3. Assumption

The Purchaser hereby assumes and undertakes to pay, satisfy and discharge all of the Assumed Debts and hereby covenants and undertakes to discharge, perform and fulfill to the extent required thereunder and hereby accepts and assumes all obligations of the Vendor as at and from the Effective

Time under all contracts, commitments and engagements of the Vendor which form part of the Transferred Assets (other than in respect of the employees of the Vendor, the arrangements in respect of which shall be governed by an agreement of even date between the Vendor and the Purchaser entitled "Personnel Services Agreement").

#### 4. ELECTIONS

##### 4.1. Subsection 85(2) of the Act

The Vendor and the Purchaser hereby covenant and agree to execute jointly an election pursuant to subsection 85(2) of the Act with respect to the assets referred to in subparagraphs 2.1(a)(i), (iii), (iv), (v), (viii) and (ix).

##### 4.2. Agreed Amounts

For purposes of the Act and in accordance with subsection 85(2) thereof, the agreed amount for the transfer of the Transferred Assets shall be as follows:

- (a) as to each of the inventories referred to in subparagraph 2.1(a)(i) hereof, the lesser of:
  - (i) the fair market value of the inventory at the date hereof; and
  - (ii) the cost amount of the inventory;
  
- (b) as to each of the assets referred to in subparagraphs 2.1(a)(iii), (iv) and (v) hereof, other than assets referred to in subparagraph 2.1(a)(iv) which constitute depreciable property, the least of:
  - (i) four-thirds of the cumulative eligible capital in respect of the Purchased Business;
  - (ii) the cost to the Vendor of the asset; and
  - (iii) the fair market value of the asset;



provided that in no event, however, shall the elected amount of the assets referred to in subparagraphs 2.1(a)(iii), (iv) and (v) hereof be less than \$1.00 in the aggregate;

- (c) as to each of the assets referred to in subparagraphs 2.1(a) (viii) and (ix), and assets referred to in subparagraph 2.1(a)(iv) which constitute depreciable property, the least of:
  - (i) the undepreciated capital cost to the Vendor of all depreciable property of the particular class, as prescribed in Schedule II of the Regulations to the Act, in which the particular Transferred Asset is included for purposes of the Act, immediately before the date hereof;
  - (ii) the cost to the Vendor of the property, and
  - (iii) the fair market value of the property at the date hereof;
- (d) as to each of the remainder of the Transferred Assets, and subject to section 4.3, the cost amount of such asset.

4.3. **Section 22 of the Act**

The Vendor and the Purchaser hereby covenant and agree to execute jointly an election pursuant to section 22 of the Act with respect to the asset referred to in subparagraph 2.1(a)(ii).

4.4. **Subsection 167(1) of the ETA**

The Vendor and the Purchaser hereby covenant and agree to execute jointly an election pursuant to subsection 167(1) of the ETA in connection with the transfer of the Transferred Assets to the Purchaser such that no tax under the ETA shall be payable in respect of such transaction.

4.5. Further Elections

The Vendor and the Purchaser hereby covenant and agree to execute any other elections under the Act, the CTA, the ETA or any of them which may be necessary or desirable in connection with the conveyance of assets provided for herein (including any amended elections that may be desirable pursuant to subsection 85(7.1) of the Act).

4.6. Filing of Elections

The Vendor and the Purchaser further covenant and agree to file each of the elections referred to in this section 4 as required by the Act, the CTA and the ETA in the prescribed form and within the time required under the Act, the CTA or the ETA, as the case may be.

**5. COVENANTS OF VENDOR**

5.1. The Vendor hereby covenants with and represents and warrants to the Purchaser (which covenants, representations and warranties shall survive the conveyance of the Transferred Assets pursuant to this Indenture) as follows:

- (a) The Vendor is now the absolute and beneficial owner of and is rightfully and absolutely possessed of and entitled to the Transferred Assets and the Vendor now has in it good right, title and authority to grant, bargain, sell, assign, transfer, convey and set over the same unto the Purchaser according to the true intent and meaning of these presents such that the Purchaser shall immediately upon the execution and delivery of these presents have possession of and may from time to time and at all times hereafter peaceably and quietly have, hold, possess and enjoy the Transferred Assets and every part thereof to and for its own use and benefit without any manner of hindrance, interruption, molestation, claim or demand whatsoever of, from or by the Vendor or any person whomsoever and with good and marketable title thereto, free and clear and absolutely released and discharged from and against all former and other bargains, sales, gifts, grants, mortgages, pledges, security interests, adverse claims, liens,

charges and encumbrances of any nature or kind save and except only such of the same as were existing, incurred or entered into by the Vendor prior to the date hereof and which are being assumed by the Purchaser as provided for in paragraph 3.2(a).

- (b) The Vendor will from time to time and at all times hereafter, upon every reasonable request of the Purchaser, but at the cost of the Purchaser, make, do and execute or cause and procure to be made, done and executed, all such further acts, deeds or assurances as may be reasonably required by the Purchaser whether for more effectually and completely vesting in the Purchaser the Transferred Assets in accordance with the terms hereof or for the purpose of registration or otherwise.

## 6. STATED CAPITAL ADDITION

6.1. The Vendor and the Purchaser agree that the board of directors of the Purchaser shall elect pursuant to subsection 24(3) of the *Business Corporations Act* (Ontario) to add the amount of \$100.00 to the stated capital account maintained with respect to the common shares of the Purchaser as a result of the issue of the 999 common shares contemplated under paragraph 3.2(b) hereof.

## 7. BULK SALES ACT

### 7.1. Waiver

The Purchaser hereby waives compliance by the Vendor with the *Bulk Sales Act* (Ontario).

7.2. Idem

The Vendor hereby indemnifies and shall forever save the Purchaser harmless from and against all debts, liabilities, expenses, accounts, actions, causes of action, suits, damages, costs, claims, damages and losses to which the Purchaser has or may become subject arising as a result of the Vendor's non-compliance with the *Bulk Sales Act (Ontario)*.

**8. GOVERNING LAW**

8.1. This Indenture shall be exclusively governed by and construed in accordance with the laws of the Province of Ontario and, to the extent applicable, the laws of Canada.

**9. ACTUAL CONVEYANCE**

9.1. This Indenture shall operate as an actual conveyance, transfer, assignment and setting over of the Transferred Assets, but the Vendor agrees that it will at the request and expense of the Purchaser, do, sign and execute and deliver all deeds, documents, transfers, assurances, acts, matters and things which are necessary or which counsel for the Purchaser may advise for more completely and effectually carrying out of the provisions of this Indenture and conveying, assigning and transferring to and vesting in the Purchaser the Transferred Assets.

## 10. APPOINTMENT OF ATTORNEY

10.1. The Vendor, on behalf of itself and its successors and assigns, hereby irrevocably appoints the authorizing signing officers of the Purchaser, and each of them, as the attorney or attorneys of the Vendor with full power of substitution to do, sign, execute and deliver in the Vendor's name and stead all acts, deeds, matters and things, documents, conveyances, assurances and other instruments which, in the discretion of the said attorney or attorneys, may be necessary or desirable for the purpose of vesting in the Purchaser, its successors and assigns, the Transferred Assets and every part thereof hereby or intended to be hereby granted, bargained, sold, assigned, transferred, conveyed and set over. Such power of attorney, being coupled with an interest, shall not be revoked by the dissolution, winding-up, bankruptcy or insolvency of the Vendor and may be exercised in the name and on behalf of the successors and assigns of the Purchaser.

## 11. VENDOR AS TRUSTEE

11.1. The Vendor hereby declares that, as to any of the Transferred Assets and any rights or interests therein or claim thereto intended to be hereby granted, bargained, sold, assigned, transferred, conveyed and set over unto the Purchaser and the title to which may not have passed to the Purchaser by virtue of this Indenture or any transfers or conveyances which may from time to time be executed and delivered in pursuance of the covenants herein contained, the Vendor holds the same in trust for the Purchaser to grant, convey, assign, transfer and set over the same as the Purchaser may from time to time direct.

**12. ENUREMENT**

12.1. This Indenture shall apply to, extend to and enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF this Indenture has been duly executed by the parties hereto as of the day first above written.

**TEKNION FURNITURE SYSTEMS,  
by its partners:**


**TEKNION HOLDINGS INC.**

Per:   
Authorized Signing Officer

**BIRCHGROVE INVESTMENTS  
INC.**

Per:   
Authorized Signing Officer

**TEKNION FURNITURE SYSTEMS  
LIMITED**

Per:   
Authorized Signing Officer

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