

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
VOKO FRANZ VOGT STIFTUNG & CO. KG		11/28/2000	LIMITED PARTNERSHIP: GERMANY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	DRESDNER BANK AG		
<b>Street Address:</b>	PLATZ DER EINHEIT 2		
<b>City:</b>	FRANKFURT AM MAIN		
<b>State/Country:</b>	GERMANY		
<b>Entity Type:</b>	CORPORATION: GERMANY		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1087588	VOKO V	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(718)601-1099		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	7188846600		
<b>Email:</b>	email@kfrpc.com		
<b>Correspondent Name:</b>	KF ROSS PC		
<b>Address Line 1:</b>	P.O. BOX 900		
<b>Address Line 4:</b>	BRONX, NEW YORK 10471-0900		
<b>ATTORNEY DOCKET NUMBER:</b>	9868STEP2		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>			
<b>Address Line 1:</b>			
<b>Address Line 2:</b>			
<b>Address Line 3:</b>			

**OP \$40.00 1087588**

Address Line 4:

NAME OF SUBMITTER:

Jonathan Myers

Signature:

/Jonathan Myers/

Date:

03/12/2009

Total Attachments: 22

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**Assignment of Security Agreement concerning industrial property rights  
(here: trademark rights and other industrial property rights)**

between

**VOKO** Franz Vogt Stiftung & Co. KG  
Am Pfahlgraben 4-10

35415 Pohlheim

- hereinafter referred to as „Assignor“ -

and the

Dresdner Bank AG  
in Frankfurt on the Main

60613 Frankfurt on the Main

- hereinafter referred to as “Bank”

**Preamble**

The Assignor is manufacturer and distributor of office and organizational furniture made of wood and steel, organizational means and office supplies, delivers goods and renders services; particularly with respect to office furnishings, tables, desks, office machine tables and corner combinations that can be constructed therefrom, screen worktables, conference tables, cabinets, sideboards, card-index and filing cabinets, room separating cabinets, room separating partition walls and passage doors disposed therein made of metal, plastics and wood, wall units and room separating partition walls with organizational fittings and installed equipment; office containers, file racks, file trolleys, valuables compartments, lighting fixtures, storage shelves, organization rails, flip charts, magnet organization rails, storage boxes, storage dishes, sloping storage units, trays, seat furniture, swivel armchairs, conference armchairs, truss seat groups, cantilever chairs, armchairs, seat benches, bank furnishings, namely counter configurations, bank counters, consultant rooms, consultation in the field of organisational, constructional and interior designing systems of offices; office organization means, namely drawing cassettes, Manila folders, suspension folders and binders, suspension collectors, suspension files, head cards, index tabs and index tab inserts, magazine files, filing means for storage of old files and archive, namely post and signature folders, transparent pockets, personnel and credit folders, EDP folders.

The products of the Assignor enjoy a considerable reputation in the market and are presented using a certain typical appearance as well as under certain product designations. The products at issue do according to the Assignor's view constitute an asset. This asset is formed on the basis of the degree of recognition acquired by the appearance and of the protection conferred to the Assignor's trademark and other industrial property rights against use of goods or services of third parties or against taking of advantage or prejudicing of which by third parties. On the basis of the Agreement at hand it shall be rendered possible to make available the previously cited individual assets not only in parts but, in order to obtain the highest possible value, as a whole in the form of a loan security. In consideration of the foregoing, the parties agree upon the following:



## 1. Object of the Assignment of Security

- 1.1. The Assignor is the owner of the trademarks and other industrial property rights (patent rights, utility and design patent rights) derivable from Annex 1, which are hereby assigned to the Bank inclusive of the protection conferred abroad or of registered or unregistered trademarks existing abroad associated thereto or of other industrial property rights. This Annex forms an essential part of the Assignment of Security Agreement at hand. Moreover, the Bank is already at this stage assigned all of the trademark and other industrial property rights (patent rights, utility and design patent rights) that will be acquired by the Assignor in future. Hereinafter, the objects of the Assignment of Security will individually or jointly be referred to as "industrial property rights". What will in any case be assigned are the industrial property rights cited in Annex 1 and in the inventory lists according to item 4.1.
- 1.2. The Assignor keeps all the documents concerning the conferred industrial property rights in **35415 Pohlheim, Am Pfahlgraben 4-10**. Said documents include in particular the certifications issued in acknowledgement of the registration of the trademarks and other industrial property rights kept in the Register maintained by the German Patent and Trademark Office in Munich or by any other authorities (also abroad). Upon request, the Assignor shall immediately provide the Bank with copies of the documents.

## 3. Purpose of Security

The Assignment of Security at hand shall serve to secure all existing, future and conditional claims to which the Dresdner Bank AG together with all of its domestic and foreign branches is entitled to on the basis of the banking relationship against the Assignor, who is at the same time Debtor.

In the event that the Debtor has assumed liability for obligations assumed by another customer of the Dresdner Bank AG (e.g. as warrantor), the Security Assignment shall thus secure the obligations arising out of the assumption of liability not earlier than on maturity of which.

Besides, the Assignment of Security shall serve to secure all existing, future and conditional claims of the Bank against the

- VOKO Stiftung, Am Pfahlgraben 4-10, 35415 Pohlheim,
- VOKO Franz Vogt & Co. KG, Am Pfahlgraben 4-10, 35415 Pohlheim
- VOKO Franz Vogt Stiftung & Co. KG, Am Pfahlgraben 4-10, 35415 Pohlheim,
- VOKO – Franz Vogt Vermögensverwaltung GmbH, Am Pfahlgraben 4-10, 35415 Pohlheim

arising out of

- cash loans amounting to a total of DM 73,300.000 – according to the Security Pool Agreement of August 2, 2000,
- a cash overdraft credit to the amount of DM 2,800.000 – according to the Security Pool Agreement yet to be concluded as well as



- a liquidation/overdraft credit to the amount of DM 5,000.000 – according to the Letter of Consent of the Dresdner Bank AG in Frankfurt on the Main, dated July 6, 2000, forwarded to the VOKO Stiftung, Am Pfahlgraben 4-10, 35415 Pohlheim.

In addition, the Assignment of Security shall also serve as a security for the long-term creditors (Sparkasse Gießen, Gießen and IKB Deutsche Industriekreditbank AG, Frankfurt on the Main) being at disposal subject to a respite for obligations to the amount of the respective respite.

Besides, the provisions laid down in the Security Pool Agreement concluded between the Bank and other credit institutions together with all (potential) additions and supplementations that have come or will come to the Assignor's notice shall be applicable.

### 3. Assignment of Security

The Assignor hereby assigns to the Bank by way of this Agreement the industrial property rights mentioned under item 1. inclusive of all registered or unregistered industrial property rights conferred abroad associated thereto. Industrial property rights acquired at a later point of time are assigned to the Bank upon acquisition by the Assignor, however, at the latest upon filing of the inventory lists according to item 4.1. Moreover, all of the industrial property rights extending or requiring the assigned industrial property rights are already at this stage assigned to the Bank by way of the Assignment. The Assignment of the industrial property rights at issue is not contingent upon a notification according to item 4.1. What will in any case be assigned are the industrial property rights cited in Annex 1 and in the inventory lists to be subsequently forwarded according to item 4.1.

The assignments also include

- all presently existing and future claims of registration of the industrial property rights,
- all presently existing and future rights arising out of the assigned industrial property rights, particularly all exploitation, use and license rights or other exploitation rights associated with the industrial property rights,
- all presently existing and future rights and claims of the Assignor against third parties for use, exploitation or infringement of the assigned industrial property rights, particularly all claims for forbearance, disclosure, destruction, damages or enrichment in the case of infringement of trademarks or other industrial property rights as well as
- all presently existing and future claims the Assignor is respectively entitled to in connection with license or other rights of use – of whatever kind – against third parties; what is deemed to be assigned are particularly all presently existing and future claims of the Assignor for payment of licence or other use fees and damages.

The aforementioned rights and claims are hereby explicitly assigned to the Bank by way of the Assignment.

If there are applications existing abroad or rights conferred abroad in conjunction with the assigned industrial property rights, they shall also be covered by the Assignment.

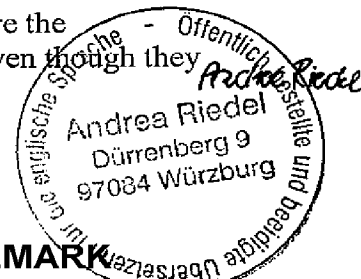


Thus, the Bank hereby accepts the Assignments.

- 3.2. The Bank is afforded the irrevocable right to have the assigned industrial property rights assigned registered or transferred on its behalf or on behalf of a trustee appointed by it upon the taking of effect of the exploitation requirements according to item 8. The Assignor and the Bank have agreed upon that the taking of effect of the transfer authorization shall not be furnished proof of by the Bank vis-à-vis the German Patent and Trademark Office or any other competent authorities. The Bank shall to this effect not be restricted in exercising its rights vis-à-vis third parties, including the German Patent and Trademark Office or any other competent authorities. In the event that any proof of the taking of effect of the exploitation authorization should be required for the registration or transfer, or for any other reason, said proof shall be deemed to have been provided by submitting the German Patent and Trademark Office or any other competent authority a certified copy of said Assignment of Security Agreement together with the Affidavit of Service confirming forwarding of this Agreement by the bailiff to the Assignor. The Assignor shall co-operate in all the acts required to this end and shall perform these acts upon the request of the Bank. The Assignor shall already at this stage give his consent to the transfer of the assigned industrial property rights to the Bank or to a trustee appointed by it.
- 3.3. Insofar as there shall or will be any recordals, registrations, special declarations, acts or the like required by the Assignor - also abroad - for acquiring and/or preserving the rights of the Bank to the industrial property rights or for securing comprehensive protection of which, the Bank shall be afforded the irrevocable right to have the same performed, also on behalf of the Assignor. If there shall be special acts or declarations to be executed by the Assignor to this end, or deemed to be necessary by the Bank, the Assignor shall immediately execute these acts or declarations upon the request of the Bank. The requirements set forth under item 3.2. need in this case not to be fulfilled.
- 3.4. The Assignor shall be liable for the duration of this Assignment of Security Agreement for the taking of effect of the assigned claims and rights.

The Assignor guarantees that he is unconditionally entitled to dispose of the claims and rights covered by the Assignment, particularly

- that the rights and claims assigned to the Bank are not already assigned to third parties,
  - that there are no third parties having acquired exploitation rights or licences to the industrial property rights,
  - that there are no third parties having rights to the assigned rights and claims.
- 3.5. The Assignor hereby assigns to the Bank the entire respective portfolio of documents revealing the content of and the protection conferred to the industrial property rights, which documents are kept in the safekeeping place mentioned under item 1.2. or which will be kept there in future. What shall in any case be assigned are the documents of which the Bank received copies according to item 1.2., even though they are not located in the safekeeping place.



The handing over of the assigned documents to the Bank shall be deemed to have been fulfilled in that the Assignor safely keeps the documents on behalf of the bank without payment of any fees. If there should be any third parties having acquired immediate possession of the documents, the Assignor shall already at this stage assign to the Bank the presently existing and future claims for surrender by said third parties.

In the absence of a prior written consent given by the Bank, the Assignor undertakes to refrain from giving to third parties any direct or indirect hint that could point to the Security Assignment of the industrial property rights cited under item 1 including to registered or unregistered industrial property rights existing abroad associated thereto.

This provision does not apply insofar as the Assignor is obligated to provide third parties with correct information about its economic circumstances, and insofar as the disclosure of the Security Assignment is required to this end. This obligation shall not be effective either vis-à-vis such third parties that are bound to professional secrecy towards the Assignor with respect to the revealed information.

The Bank is reserved the right to satisfy itself, or by the appointment of a third party chosen by it and qualified to this end, of the observance of the aforementioned obligation on the part of the Assignor. (e. g. by means of an inspection in situ).

The regulations set forth under item 4.2. shall remain unaffected by this provision.

In the event that third parties – also pursuant to these regulations – should take notice of the Security Assignment, the Assignor shall make clear to the same that he is making use of the industrial property rights on his own responsibility.

#### 4. Duty to furnish information

- 4.1. The Assignor shall provide the Bank at regular intervals of 12 months with an update of the inventory lists attached as Annex 1 of the industrial property rights assigned or to be assigned to the Bank according to items 1. and 3. In order to preserve its legitimate interests, the Bank may also request that the inventory lists be forwarded at shorter intervals than that agreed upon. The portfolio of industrial property rights shall also be deemed to have been assigned if inventory lists provided at a later point of time prove to be incorrect or in any way incomplete.
- 4.2. In the event that the rights and claims assigned to the Bank are contested by third parties, are illegitimately claimed or are prejudiced or put at risk by seizure or other measures, the Assignor shall be obligated to immediately notify the Bank of any such act. In case of seizure, the Assignor shall provide the Bank with a copy of the Order of Seizure and Transfer as well as with any other documents necessary for an opposition against seizure, and to immediately notify the Creditor in writing of the security interest on the part of the Bank.

Insofar as a legitimate lien of a third party (e. g. lessor, leasor) to the documents assigned in accordance with item 3.4. is to be taken into consideration, the Assignor shall upon the request of the Bank furnish proof of payment of the house or land rent upon the maturity of which. In the event that said proof is not furnished, the Bank shall be authorized to settle the house or land rent at the expense of the Assignor in prevention of the lien of the lessor or leasor.



4.3. The Assignor shall settle the fees required for obtaining or preserving the industrial property rights or for maintaining the registration of which, and the renewal fees or other costs/fees in due time, and furnish proof to this end upon the request of the Bank. If the Assignor fails to comply with this obligation, the Bank shall be entitled, but not obliged, to settle the due sums on account of the Assignor.

4.4 The Assignor shall notify the Bank of any notifications and the correspondence exchanged with the German Patent and Trademark Office, other registration authorities or third parties if the assigned industrial property rights may consequently be prejudiced, in particular be contested. Upon the request of the Bank, copies thereof shall be submitted to it.

#### 5. Rights of use/exploitation rights of the Assignor

5.1. The Assignor shall until revocation by the Bank be permitted to exploit the assigned industrial property rights within the scope of the regular business dealings in that he makes use of the same for his own products.

5.2. Until revocation by the Bank according to item 8.1., the Assignor is permitted to enforce, pursue, or collect on his own behalf claims for forbearance, damages, reimbursement, compensation or other claims against third parties for use, infringement or exploitation of the assigned industrial property rights. The Assignor shall immediately notify the Bank of any such acts performed by third parties and of the enforcement of any such claims.

5.3. The Assignor shall be permitted to allow any other third parties to use or exploit the assigned industrial property rights only with the prior written consent given by the Bank. Any presently existing and future claims of the Assignor deriving from the exploitation of the industrial property rights (e. g. by grant of licence) are already at this stage assigned to the Bank for securing the claims cited under item 2.

#### 6. Rights of inspection and examination of the Bank, duty of disclosure of the Assignor

6.1. The Assignor undertakes to submit the Bank upon request all information, proof, certificates and other documents required within the Bank's discretion for examination, assignment and enforcement of the assigned rights and claims. The Assignor permits the Bank to inspect or to have inspected by an authorized person its own documents and the documents kept in connection with the assigned industrial property rights at the German Patent and Trademark Office or at other registration authorities. In the event that the Bank revokes the authorization granted to the Assignor to make use of the assigned industrial property rights himself and to pursue, collect or enforce the claims or rights deriving therefrom against third parties, the Bank may thus request the handing over of all documents in connection with the assigned rights and claims. Insofar as the proof and certificates required for examination and enforcement of the assigned rights and claims have been handed over by the Assignor to a third party, the Assignor shall hereby assign its claims against/from said third party for providing information as well as for handing over to the Bank said proof and the certificates, and hereby instructs said third party to provide the Bank upon its request with any such information, proof and certificates that





Bank considers relevant for examination and enforcement of the assigned rights and claims.

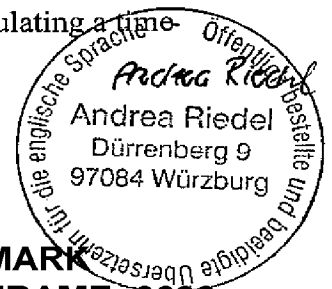
- 6.2. Upon the request of the Bank, the Assignor shall immediately hand over to the Bank the original copies of the corresponding Statements of Claims including the attached enclosures, the Confirmations of Recordal issued by the German Patent and Trademark Office or by the respective other registration authorities, as well as the notifications of which and the certificates issued thereof, particularly the excerpts of the relevant Registers (e. g. Trademark, Patent or Utility Patent Register) in relation to the assigned industrial property rights.

## 7. Assignor's obligation to co-operate

- 7.1. Insofar as there shall be required special acts for the taking of effect of the assignment, the securing or enforcement of the industrial property rights, the Assignor undertakes to take these steps at his own expense upon the request of the Bank. These acts also include applications abroad and the obtaining of industrial property rights for improvements of the assigned industrial property rights.
- 7.2. Upon the request of the Bank, the Assignor shall be obligated to enforce at his own expense all claims assigned to the Bank and associated with the assigned industrial property rights, particularly all claims of enrichment and damages.
- 7.3. The Assignor shall take all the necessary steps to ensure that the protection conferred by the assigned industrial property rights is not prejudiced, in particular to sufficiently use the same, to promote them and to take action against any infringement by third parties.
- 7.4. The Assignor shall monitor the deadlines to be observed vis-à-vis the German Patent and Trademark Office or any otherwise competent authority in order to maintain the protection conferred by the industrial property rights. The Assignor shall inform the Bank of the expiration of the individual industrial property rights respectively 12 months prior to the expiration of which and – if possible – take all the necessary steps to ensure that the respective term is extended by a period of at least 3 years. The Bank shall be notified of the respective details.

## 8. Exploitation authorization

- 8.1. The Bank is entitled to exploit the assigned rights and claims and to revoke the exploitation authorization granted to the Assignor and the collection right afforded to the same, given that the Assignor is in default of the due payments to be made for the claims secured by way of this Agreement, or that the Assignor has impinged upon essential duties arising out of this Agreement, particularly that the same has not made use of the industrial property rights exclusively within the scope of its ordinary business dealings. The Bank shall exploit the assigned rights and claims only to the extent, as far as possible, required for the fulfilment of the secured claims.
- 8.2. Said exploitation shall be announced to the Assignor by the Bank by stipulating a time-limit of one month.



- 8.3. The Bank is permitted to exploit the rights and claims assigned to it in case of exploitation on its own behalf or on behalf of the Assignor within its own reasonable discretion, also by direct sale; it may also request the Assignor according to its instructions to secure the best possible exploitation of the rights and claims assigned to the Bank, or to co-operate in the exploitation of which. The Assignor shall immediately provide the Bank with the yield attained by the exploitation of the assigned rights and claims. Besides, already at this stage, all of the claims the Assignor is entitled to within the scope of its own exploitation of the industrial property rights are assigned to the Bank. The Assignment is performed to secure the claims cited under item 2.
- 8.4. Insofar as the Bank enforces rights or collects claims itself, it is permitted to execute all measures and agreements with third parties that the Bank considers to be pertinent, particularly to grant respites and allowances and to effect compromises. The Bank shall exercise the same due care in the enforcement of rights and the collection of claims as it usually exercises in its own matters. The Bank does not assume any obligations for enforcement or collection.
- 8.5. After exploitation of the assigned rights and claims, the Bank shall make use of the avails after deduction of the taxes to be paid for covering of the secured claims.

## 9. Release of security

- 9.1. After satisfaction of the claims secured by way of this Agreement, the Bank shall reassign to the Assignor the rights and claims assigned by way of this Agreement, and surrender any potential surplus gained from the exploitation. The Bank shall, however, assign the security to a third party, given that it is obligated to do so; this does for instance apply where the Assignor is at the same time Debtor and where a warrantor has satisfied the Bank.
- 9.2. Already prior to the full satisfaction of its claims secured by this Agreement shall the Bank upon request be obligated to release the assigned rights and claims as well as other securities granted to it (e. g. assigned claims, mortgages) to the respective Assignor, optionally as a whole or in part, insofar as the attainable value of all securities exceeds 110 % of the secured claims of the Bank not only on a temporary basis.

## 10. Assessment of the assigned rights and claims

- 10.1. A currently attainable value of the assigned rights and claims is not assessed. The Assignor and the Bank may, however, at any time request that the assigned industrial property rights be assessed by a recognized accounting firm. What is then to be deducted from the accordingly estimated persistently attainable current market value is a security deduction of 20 % for assessment and exploitation risks as well as expenses. The accordingly estimated value shall upon the request of any party involved be re-estimated if the estimated sum subsequently proves to be excessively high or to low, for instance as a result of intermittent changes.
- 10.2. The costs incurred for the assessment shall be borne by the Assignor.



**11. Costs**

Any costs arising out of the conclusion and the implementation of this Agreement as well as out of the enforcement of the rights and claims assigned to the Bank shall be borne by the Assignor.

**12. Miscellaneous**

12.1. Any amendments or supplementations to this Assignment of Security Agreement shall be made in writing. The same applies in case that the agreed written form requirement is cancelled.

12.2. Any temporary and/or partial non-execution of rights of the Bank arising out of this Assignment of Security Agreement shall by no means represent a restriction of the execution of the temporarily and/or partially non-executed rights, unless there is submitted an implicit written waiver of the rights of the Bank arising out of this Assignment of Security Agreement.

12.3. In the event that any provision of this Agreement shall become fully or partially ineffective or is not performed, the effectiveness of the remaining provisions of this Agreement shall remain unaffected; this does particularly apply where the ineffectiveness does not relate only to individual provisions or parts of provisions. The parties shall supplant a fully or partially ineffective or inoperable provision by any such provision that comes closest to economical result to be attained by the inoperable or ineffective provision.

12.4. In Addition, the general terms and conditions of the Bank shall be applicable. The general terms and conditions are known to the Assignor and may besides at any time by inspected at each branch of the Bank and are upon request be forwarded.

Gießen, November 28, 2000

\_\_\_\_\_  
Place, Date

[Signature illegible]

\_\_\_\_\_  
(Signature notarized)  
Franz Vogt sen.

[Date: hand note]

Frankfurt on the Main, 01.12.2000

\_\_\_\_\_  
Place, Date

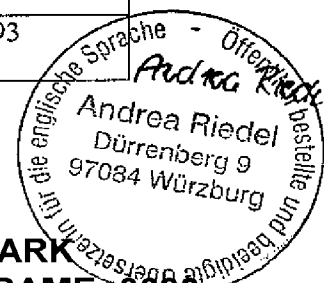
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DRESDNER BANK  
AKTIENGESELLSCHAFT  
in Frankfurt on the Main

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(Dresdner Bank AG)  
[Signature illegible]



Page 1 of Exhibit 1 concerning the Assignment of Security Contract of November 28, 2000/December 1, 2000 concluded between VOKO Franz Vogt Stiftung & Co. KG, based in am Pfahlgraben 4-10, 35415 Pohlheim and Dresdner Bank AG, based in Frankfurt on the Main, Gallusanlage 2, 60329 Frankfurt on the Main.

Security Collateral	Country	Registration Office	Number	Date of Registration
Trademark	Germany	German Patent Office	1152793	18.01.1990
Trademark	Germany	German Patent Office	1152794	18.01.1990
Trademark	Germany	German Patent Office	1152795	18.01.1990
Trademark	Germany	German Patent Office	1152177	08.01.1990
Trademark	Germany	German Patent and Trademark Office	39635022	06.12.1996
Design Patent	Germany	Design Register of the Local Court of Giessen	21 MR 585	23.01.1986
Design Patent	Germany	Design Register of the Local Court of Giessen	21 MR 586	28.02.1986
Design	Germany	German Patent Office	M9204510.3	06.11.1992
Design	Austria	Austrian Patent Office	6258	20.04.1993
Design	Austria	Austrian Patent Office	6286	20.04.1993
Design	Austria	Austrian Patent Office	7851	20.08. 1993
Design	Austria	Austrian Patent Office	7852	20.08. 1993
Design	Austria	Austrian Patent Office	6287	20.04.1993
Design	Austria	Austrian Patent Office	6288	20.04.1993
Design	Austria	Austrian Patent Office	6289	20.04.1993
Design	Austria	Austrian Patent Office	6290	20.04.1993
Design	Austria	Austrian Patent Office	6291	20.04.1993
Design	Austria	Austrian Patent Office	MU 4070-4087/92	Application Date 21.12.1992
Design	Austria	Austrian Patent Office	6292	20.04.1993
Design	Austria	Austrian Patent Office	6293	20.04.1993
Design	Austria	Austrian Patent Office	6294	20.04.1993



Page 2 of Exhibit 1 concerning the Assignment of Security Contract of November 28, 2000/December 1, 2000 concluded between VOKO Franz Vogt Stiftung & Co. KG, based in am Pfahlgraben 4-10, 35415 Pohlheim and Dresdner Bank AG, based in Frankfurt on the Main, Gallusanlage 2, 60329 Frankfurt on the Main.

Design	Austria	Austrian Patent Office	6295	20.04.1993
Design	Austria	Austrian Patent Office	10274	20.03.1994
Design	Austria	Austrian Patent Office	6296	20.04.1993
Design	Austria	Austrian Patent Office	7853	20.08.1993
Design	Austria	German Patent Office	7854	20.08.1993
Design	Austria	Austrian Patent Office	8331	20.09.1993
Design	Germany	German Patent Office, Design Register	M9502924.9	18.10.1995
Design	Germany	German Patent Office, Design Register	49904534.3	02.09.1999
Trademark	Germany	German Patent Office	880401	05.12.1970
Trademark	Germany	German Patent Office	1008044	22.09.1980
Trademark	Germany	German Patent Office	1008045	22.09.1980
Trademark/ Word mark	Germany	German Patent Office	621115	27.05.1952
Trademark/ Figurative mark	Germany	German Patent Office	728408	28.08.1959
Trademark/ Figurative mark	Germany	German Patent Office, Trademark Register	754577	02.11.1961
Trademark	Germany	German Patent Office	1084375	14.11.1985
Trademark	Germany	German Patent Office	1097508	10.10.1986
Trademark	Germany	German Patent Office	1137943	18.04.1989
Trademark	Germany	German Patent Office	1140530	31.05.1989
Trademark	Germany	German Patent Office	2030491	16.02.1993
Utility Patent	Germany	German Patent and Trademark Office	29907842.6	02.08.1999
Store Brand/ Trademark	Kuwait	Trademark Section	12094/111178	16.04.1990



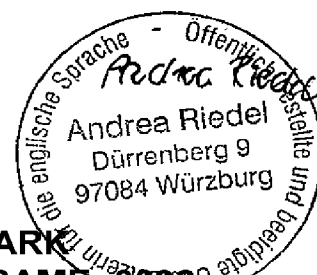
Page 3 of Exhibit 1 concerning the Assignment of Security Contract of November 28, 2000/December 1, 2000 concluded between VOKO Franz Vogt Stiftung & Co. KG, based in am Pfahlgraben 4-10, 35415 Pohlheim and Dresdner Bank AG, based in Frankfurt on the Main, Gallusanlage 2, 60329 Frankfurt on the Main.

Trademark/ Figurative mark	Greece	Economics Ministry, Authority for Commercial and Industrial Property	56764	18.07.1977
Trademark	Norway	Styret for det Industrielle Rettsvern	69546	29.09.1976
Trademark	Sweden	Patent- og Registerstyrelsen	48227	05.08.1966
Trademark	Singapore	Registry of Trade Marks, Singapore	235/92	10.01.1992
Trademark/ Figurative mark	Greece	Economics Ministry, Authority for Commercial and Industrial property	98744	17.11.1993
Trademark	Korea	The Korean Industrial Property Office, The Republic of Korea	224135	17.10.1991
Trademark	Saudi Arabia	Ministry of Commerce, Trade Marks, Registration Department	285/23	22.05.1993
Trademark	Turkey	Ministry of Industry and Commerce, Department of Industrial Property	119541	05.03.1990
Trademark	Hungary	Department of Commerce	138101	06.04.1993
Trademark	Japan		2355051	19.11.1991
Trademark/ Figurative mark	China	National Bureau of Standards, Ministry of Economic Affairs, Republic of China	00513490	01.03.1991
Trademark	Tunisia	Institut National de la Normalisation et de la Propriété Industrielle	EE89.0947	30.10.1989



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Trademark/	Denmark	Industrieministeriet Patentdirektoratet	VR 017851994	28.03.1994
Trademark	Finland	Finnish Patent- och Registerstyrelsen	121623	07.09.1992
Trademark	Norway	Styret for det Industrielle Rettsvern	147043	26.09.1991
Trademark	Philippines	Department of Trade and Industry, Bureau of Patents, Trademarks and Technology Transfer	51725	05.11.1991
Trademark	Philippines	Department of Trade and Industry, Bureau of Patents, Trademarks and Technology Transfer	51733	05.11.1991
Trademark	Kuwait	State of Kuwait, Ministry of Commerce & Industry, Commercial Register Dept.	24739	08.07.1991
Trademark	Sultanate of Oman	Ministry of Commerce & Industry, Dept. of Agencies & Trade Marks	4390	03.12.1997
Trademark	Sweden	Kungl. Patent- och Registreringsverket	252750	22.10.1993
Trademark	South Africa	Department of Trade and Industry	90/1657	02.03.1990
Trademark	Tunisia	Institut National de la Normalisation et de la Propriété Industrielle	EE.90.0292	05.04.1990
Trademark/	Italia	Ministero dell'Industria del Commercio e Dell'Artigianato	00583350	09.12.1992



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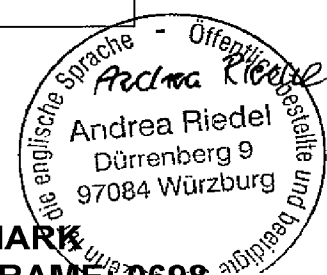
Trademark	Spain	Oficina Española de Patentes y Marcas	1559146	06.03.1993
Trademark	Portugal	Instituto Nacional da Propriedade Industrial	268584	21.12.1992
Trademark	Portugal	Instituto Nacional da Propriedade Industrial	268585	21.12.1992
Trademark	Portugal	Instituto Nacional da Propriedade Industrial	268586	21.12.1992
Trademark	Portugal	Instituto Nacional da Propriedade Industrial	268587	21.12.1992
Trademark	Ireland	Controller of Patents, Designs and Trade Marks	Part A of the Register No. 138979	22.02.1990
Trademark	Ireland	Controller of Patents, Designs and Trade Marks	Part A of the Register No. 138980	22.02.1990
Trademark	Ireland	Controller of Patents, Designs and Trade Marks	Part A of the Register No. 138981	22.02.1990
Trademark	Ireland	Controller of Patents, Designs and Trade Marks	Part A of the Register No. 138982	22.02.1990
Trademark	Ireland	Controller of Patents, Designs and Trade Marks	Part A of the Register No. 138983	22.02.1990
Trademark	Ireland	Controller of Patents, Designs and Trade Marks	Part A of the Register No. 138984	22.02.1990
Trademark	Great Britain/ Northern Ireland	The Patent Office, Trade Marks Registry	Part A of the Register No. 1416214	31.01.1990
Trademark	Great Britain/ Northern Ireland	The Patent Office, Trade Marks Registry	Part A of the Register No. 1375086	14.09.1988
Trademark	Great Britain/ Northern Ireland	The Patent Office, Trade Marks Registry	Part A of the Register No. 1436267	15.08.1990





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Trademark	Great Britain/ Northern Ireland	The Patent Office Trade Marks Registry	Part A of the Register No. 1289754	12.07.1986
Trademark	Benelux	Benelux Merkenbureau	483158	02.04.1991
Trademark	Benelux	Benelux Merkenbureau	073420	03.10.1973
Trademark	Benelux	Benelux Merkenbureau	091216	18.04.1974
Design/ Design Patent	Benelux	Tribunal du Travail	18184	11.02.1974
Trademark	Australia	Trade Marks Office	A528216	06.02.1990
Trademark	Australia	Trade Marks Office	A528222	06.02.1990
Trademark	Australia	Trade Marks Office	A528223	06.02.1990
Trademark	Australia	Trade Marks Office	A505773	28.02.1989
Trademark	Canada	Consumer and Corporate Affairs, Canadian Trade Marks	384136	10.05.1991
Trademark	Canada	Consumer and Corporate Affairs, Canada	224014	04.11.1977
Patent	Canada	Consumer and Corporate Affairs Canada Patent Office	1235997	03.05.1998
Patent	Canada	Consumer and Corporate Affairs, Canadian Patent Office	1211778	23.09.1986
Trademark	USA	Patent and Trademark Office	1087588	21.03.1978
Trademark	USA	Patent and Trademark Office	1450844	04.08.1987
Patent	USA	Patent and Trademark Office	Des. 360324	29.07.1995
Patent	USA	Patent and Trademark Office	Des. 301662	20.06.1989
Patent	USA	Patent and Trademark Office	Des. 301663	20.06.1989
Patent	USA	Patent and Trademark Office	Des. 335406	11.05.1993



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Patent	USA	Patent and Trademark Office	Des. 338577	24.08.1993
Patent	USA	Patent and Trademark Office	4974913	04.12.1990
Trademark	Brazil	Ministerio de Industria e do Comercio, Instituto Nacional da Propriedade Industrial	1232/0635097	10.06.1976
Trademark	Brazil	Ministerio de Industria e do Comercio, Instituto Nacional da Propriedade Industrial	1252/0635096	10.06.1976
Trademark	Brazil	Ministerio de Industria e do Comercio, Instituto Nacional da Propriedade Industrial	815740336	04.09.1990
Trademark	Brazil	Ministerio de Industria e do Comercio, Instituto Nacional da Propriedade Industrial	815740328	04.09.1990
Trademark	Brazil	Ministerio de Industria e do Comercio, Instituto Nacional da Propriedade Industrial	815740310	04.09.1990
Trademark	Brazil	Ministerio de Industria e do Comercio, Instituto Nacional da Propriedade Industrial	815740301	04.09.1990
Trademark	Brazil	Ministerio de Industria e do Comercio, Instituto Nacional da Propriedade Industrial	815740298	04.09.1990



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Trademark	Brazil	INPI DIRMA Pedido de Registro de Marca	819895156	24.04.1887
Trademark	Brazil	INPI DIRMA Pedido de Registro de Marca	819595148	24.04.1997
Trademark	Brazil	INPI DIRMA Pedido de Registro de Marca	819895130	24.04.1997
Trademark	Community Trademark of the European Union	HABM -- Office for Harmonization in the Internal Market	000411629	23.11.1998
Trademark	Germany 1152177, Benelux and France	ORGANISATION MONDIALE DE LA PROPRIÉTÉ INTELLECTUELLE; Geneva	558360	13.01.1990
Trademark	Germany 1152793, Austria, Benelux, Liechtenstein, Switzerland, Yugoslavia	ORGANISATION MONDIALE DE LA PROPRIÉTÉ INTELLECTUELLE; Geneva	558361	18.01.1990
Trademark	Germany 1140530, Algeria, Austria, Benelux, Spain, France, Italy, Liechtenstein, Morocco, Monaco, Portugal, San Marino, Switzerland, Yugoslavia	ORGANISATION MONDIALE DE LA PROPRIÉTÉ INTELLECTUELLE; Geneva	543858	14.09.1989



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Trademark	Germany 1097508, Austria, Benelux, Spain, France, Italy, Portugal, Switzerland, Yugoslavia	ORGANISATION MONDIALE DE LA PROPRIÉTÉ INTELLECTUELLE; Geneva	508446	06.12.1986
Trademark	Austria, Benelux, Egypt, Spain, France, Hungary, Italy, Liechtenstein, Morocco, Monaco, Portugal, Rumania, San Marino, Switzerland, Czechoslovakia, Tunisia, Yugoslavia	ORGANISATION MONDIALE DE LA PROPRIÉTÉ INTELLECTUELLE; Geneva	R250856	22.12.1981
Trademark	Germany 880401, France, Liechtenstein, Switzerland, Yugoslavia, Austria, Benelux, Spain, Hungary, Italia, Morocco, Monaco, Portugal, United Arab Emirates, Rumania, San Marino, Czechoslovakia, Tunisia, Republic of Vietnam	ORGANISATION MONDIALE DE LA PROPRIÉTÉ INTELLECTUELLE; Geneva	380722	13.05.1971/ 21.05.1971



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Design/ Design Patent	Germany, Benelux, France, Italy, Switzerland, Egypt, Spain, Indonesia, Morocco, Netherlands, The Netherlands Antilles, State of Vatican City, Tunisia	ORGANISATION MONDIALE DE LA PROPRIÉTÉ INTELLECTUELLE; Geneva	DM/024592	04.12.1992
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Gießen, November 28, 2000  
 \_\_\_\_\_  
 Place, Date

[Date: hand note]  
 Frankfurt on the Main, 01.12.2000  
 \_\_\_\_\_  
 Place, Date

[Signature illegible]

Stamp  
 [DRESDNER BANK  
 AKTIENGESELLSCHAFT  
 in Frankfurt on the Main]  
 [Signature illegible]

(Signature notarized)  
 \_\_\_\_\_  
 Franz Vogt sen.

(Dresdner Bank AG)  
 \_\_\_\_\_



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In my capacity as translator for the English language duly registered and commissioned by and sworn to the State of Bavaria, I hereby certify to the best of my knowledge and belief that the foregoing translation is a true and complete translation of an Assignment of Security Agreement inclusive of the attached Annex 1, consisting of a total of 18 pages, whereof the copy has been submitted to me in the German language.

IN WITNESS WHEREOF I have hereunder set my hand and seal at

Würzburg, September 22, 2008



Deed Register No. 193 /2000

Prior to the Notarization, the Notary Public raised the question of prior involvement within the meaning of § 3, Section 1, No. 7 BeurkG (German Code of Authentication). Prior involvement has been answered in the negative by the person appeared and by the Notary Public.

The preceding signature provided by to me personally known Mr. Franz Vogt sen., born on September 23, 1920, having its Registered Office in Am Pfahlgraben 4-10, 35415 Pohlheim, acting with the sole authority to represent in his capacity as member of the Board of the VOKO Stiftung, Am Pfahlgraben 4-10, in 35415 Pohlheim, registered in the Commercial Register maintained at the Local Court of Gießen under HRA 1427, which is in turn acting on behalf of the company VOKO Franz Vogt Stiftung &Co. KG, Am Pfahlgraben 4-10, in 35415 Pohlheim, registered at the Commercial Register maintained at the Local Court of Gießen under HRA 2011, is hereby notarized.

Gießen, November 28, 2000.

[Bulla]

[Signature illegible]  
(Klaus Peter Möller)  
Notary Public



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In my capacity as translator for the English language duly registered and commissioned by and sworn to the State of Bavaria, I hereby certify to the best of my knowledge and belief that the foregoing translation is a true and complete translation of a Register Deed, consisting of 1 page, whereof the copy has been submitted to me in the German language.

IN WITNESS WHEREOF I have hereunder set my hand and seal at

Würzburg, September 22, 2008

