

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	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>
Office Planning Group, Inc.		07/08/2009	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Tab Products Co. LLC		
<b>Street Address:</b>	605 Fourth Street		
<b>City:</b>	Mayville		
<b>State/Country:</b>	WISCONSIN		
<b>Postal Code:</b>	53050		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2566770	OFFICE PLANNING GROUP, INC.	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(513)579-6457		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	5135796960		
Email:	trademarks@kmlaw.com		
Correspondent Name:	Courtney A. Laginess		
Address Line 1:	One East Fourth Street		
Address Line 2:	Suite 1400		
Address Line 4:	Cincinnati, OHIO 45202		
ATTORNEY DOCKET NUMBER:	TA0420PG0009		
NAME OF SUBMITTER:	Courtney A. Laginess		
Signature:	/Courtney A. Laginess/		
Date:	07/13/2009		

OP \$40.00 2566770

**Total Attachments: 5**

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## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is effective as of the 8th day of July, 2009 ("Effective Date") from THE OFFICE PLANNING GROUP, INC., a California corporation (d/b/a TAB of Central California and TAB Office Planning Group, Inc.) ("Assignor"), to TAB PRODUCTS CO. LLC, a Delaware limited liability company ("Assignee").

### RECITALS:

WHEREAS, Assignor has adopted, is using and is the exclusive owner of all right, title, and interest in and to each of the trademarks and domain names listed on the attached Exhibit A (the "Trademarks");

WHEREAS, Assignor and Assignee have entered into an Asset Purchase Agreement dated as of July 8, 2009 (the "Purchase Agreement"), which Purchase Agreement provides, among other things, for the sale, assignment and conveyance of certain property used or usable in Assignor's business, defined in the Purchase Agreement as the "Assets;"

WHEREAS, pursuant to Section 1.1(d) of the Purchase Agreement, the Trademarks are included in the Assets, and Assignee therefore wishes to acquire from Assignor the entirety of Assignor's right, title and interest in and to the Trademarks;

WHEREAS, the parties hereto wish to evidence such assignment as set forth below.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor hereby assigns, transfers and conveys to Assignee, its successors and assigns forever, Assignor's entire right, title and interest in, to and under the following: (a) the Trademarks and the goodwill of Assignor's business appertaining thereto and/or symbolized thereby; (b) any and all other rights, privileges and priorities of Assignor provided under United States, state or foreign law with respect to the Trademarks, including without limitation common law rights, trade dress rights and rights under the laws of unfair competition ("Related Rights"); (c) any and all rights to contest, protest or sue at law or in equity for any infringement, imitation, impairment, distortion, dilution or other unauthorized use or conduct in derogation of the Trademarks and Related Rights occurring prior to or after the Effective Date, including the right to receive all proceeds and damages therefrom; (d) any and all rights to obtain renewals of registration or other legal protections pertaining to the Trademarks and Related Rights.

2. Third Party Beneficiary. Nothing expressed or implied in this Assignment is intended to confer upon any person other than Assignor and Assignee and their respective successors and permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Assignment.

3. Limitation. This Assignment is intended to implement the provisions of the Purchase Agreement and shall not be construed to enhance, extend, expand, limit or restrict the

rights or obligations of the Assignor or Assignee thereunder. To the extent any provision of this instrument is inconsistent with the Purchase Agreement, the provisions of the Purchase Agreement shall control.

4. Governing Law. This Assignment will be governed by and construed in accordance with the laws of the State of Ohio without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any other jurisdiction.

5. Further Assurances. Each of the parties hereto shall execute and deliver such further instruments and other documents as the other party may reasonably request to effectuate the purposes of, or to evidence the transactions contemplated by, this Assignment.

*[Rest of page intentionally left blank. Signatures to follow.]*

THE OFFICE PLANNING GROUP, INC.  
a California corporation

By: James W. Fields  
Name: James W. Fields  
Title: President

State of \_\_\_\_\_ )  
  ) : SS  
County of \_\_\_\_\_ )

On this \_\_\_ day of July, 2009, before me appeared \_\_\_\_\_, the person who signed this instrument, who acknowledged that he signed it as a free act on behalf of THE OFFICE PLANNING GROUP, INC. with authority to do so.

*See Attached*

\_\_\_\_\_  
Signature of Notary Public

**ACKNOWLEDGMENT**

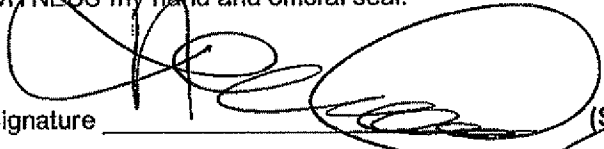
State of California  
County of Sacramento

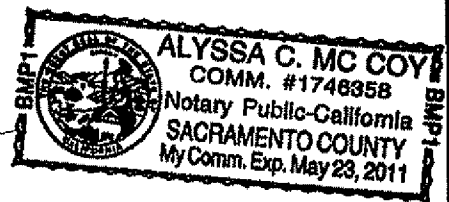
On July 8, 2009 before me, Alyssa C. McCoy, Notary Public  
(Insert name and title of the officer)

personally appeared James W. Fields  
who proved to me on the basis of satisfactory evidence to be the pers on(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in  
his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the  
person(s), or the entity upon behalf of which the pers on(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



**EXHIBIT A  
TRADEMARKS**

<b>Trademark</b>	<b>Serial No.</b>	<b>Filing Date</b>	<b>Registration No.</b>	<b>Registration Date</b>	<b>Status/Disclaimer</b>
OFFICE PLANNING GROUP, INC. (US Federal)	76-087446	July 13, 2000	2,566,770	May 7, 2002	Disclaimer: "OFFICE" AND "GROUP, INC."
THE OFFICE PLANNING GROUP (California)			49,061	January 12, 1998	Expired - January 12, 2008

**DOMAIN NAMES**

<http://www.tabopg.com>

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