

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
Office Source, Inc.		01/08/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	DSN Distribution, LLC		
Street Address:	2622 Nootka St. at Broadway		
City:	Vancouver, BC V5M 3M5		
State/Country:	CANADA		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	1357317	OFFICE SOURCE	
Registration Number:	3470236	OFFICESOURCE	
Registration Number:	3316410	OFFICESOURCE OFFICE FURNITURE WHOLESALE DISTRIBUTOR	
Registration Number:	2858095	VALUBILT	
Registration Number:	3222284	IR ISAAC ROGERS	
Registration Number:	3246913	X-SEL	
Registration Number:	3236715	DECATUR HOUSE	
CORRESPONDENCE DATA			
Fax Number:	(303)292-4510		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	303-292-2900		
Email:	lindsey.rothrock@moyewhite.com		
Correspondent Name:	Lindsey N. Rothrock		
Address Line 1:	1400 16th Street		
Address Line 2:	6th Floor		
Address Line 4:	Denver, COLORADO 80202		

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TRADEMARK

ATTORNEY DOCKET NUMBER:	10809-00004 - DSN DISTRIB
DOMESTIC REPRESENTATIVE	
Name:	
Address Line 1:	
Address Line 2:	
Address Line 3:	
Address Line 4:	
NAME OF SUBMITTER:	Lindsey N. Rothrock
Signature:	/Lindsey N. Rothrock/
Date:	06/28/2010
Total Attachments: 3 source=TM Assignment - Office Source to DSN#page1.tif source=TM Assignment - Office Source to DSN#page2.tif source=TM Assignment - Office Source to DSN#page3.tif	

INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT ("Assignment") is made as of this 8th day of January, 2010, by Office Source, Inc., a Delaware corporation ("Assignor"), to DSN Distribution, LLC, a Delaware limited liability company ("Assignee"). All capitalized terms not otherwise defined herein shall have the meanings assigned to such terms in the Agreement, as defined below.

WITNESSETH

WHEREAS, Assignor and Assignee are parties to an Asset Purchase Agreement dated as of the 17th day of December, 2009 (the "Agreement"), pursuant to which Assignor has agreed to transfer to Assignee, and Assignee has agreed to accept from Assignor, certain assets, including, without limitation, certain intellectual property assets; and

WHEREAS, Assignor has agreed to execute such instruments as Assignee may reasonably request in order to more effectively assign, transfer, grant, convey, assure, and confirm to Assignee and its successors and assigns all right, title, and interest of Assignor in, to, and under the intellectual property assets; and

WHEREAS, in accordance therewith, Assignor desires to assign to Assignee all of Assignor's worldwide right, title, and interest in, to, and under all of Assignor's intellectual property set forth on the attached Exhibit A (collectively, the "Intellectual Property").

NOW, THEREFORE, Assignor, for and in exchange for the consideration set forth in the Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby assign, transfer, grant, and convey to Assignee, free and clear of all pledges, security interests, liens, charges, encumbrances, equities, claims, options, or limitation of every kind, except for certain lien(s) set forth and preserved in the Agreement, all of Assignor's worldwide right, title, and interest in, to, and under the Intellectual Property, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement thereof, whether arising on, prior to, or subsequent to the date of this Assignment, any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States and in any other jurisdiction, and all priority rights in the United States and all foreign countries, the same to be held and enjoyed by Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by Assignor had the Assignment not been made.

Assignor agrees to execute, acknowledge, and deliver to Assignee, at Assignee's request, any and all further documents, papers, affidavits, statements, and/or other instruments, whether or not in paper or electronic form, to confirm Assignee's ownership of all rights pursuant to this Assignment.

This Assignment shall be binding upon the successors and assigns of Assignor and inure to the benefit of the successors and assigns of Assignee.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment shall be governed by and construed in accordance with the laws of the State of Colorado without giving effect to the principles of conflicts of laws thereof.

IN WITNESS WHEREOF, Assignor has caused its duly authorized officer to execute this Assignment as of the date first above written.

ASSIGNOR:

Office Source, Inc.

By: 

Printed Name: R. Todd Elmers

Title: President & CEO

EXHIBIT A

INTELLECTUAL PROPERTY

1. All technology, computer software owned by Seller that Seller has the right to use and transfer, data and documentation (including electronic media), trade secrets (technical and non-technical), know-how, customer lists and other confidential business information and proprietary rights which are used in the Business.
2. The following trademarks (and any associated logos and designs):
 - "Office Source" – trademark – originally registered to Mid-Continent Office Distributors, Inc. ("Mid-Continent") on August 27, 1985 under registration number 1357317, assignment from Mid-Continent to Office Source filed on January 29, 2007, serial number 73496360
 - "OfficeSource" trademark – reg. no. 3470236 – registered July 22, 2008
 - "OfficeSource Office Furniture Wholesale Distributor" trademark – reg. no.3316410 – registered October 23, 2007
 - "ValuBilt" trademark – reg. no. 2858095 – registered June 29, 2004
 - "Issac Rogers" trademark – reg. no. 3222284 – registered March 27, 2007
 - "X-Sel" trademark – reg. no. 3246913 – registered May 29, 2007
 - "Decatur House" trademark – reg. no. 3236715 – registered May 1, 2007
 - "NDI" comon law trademark
 - "Nashville Desk" common law trademark
 - "NDI Wholesale" common law trademark
3. The following domain names:
 - www.officesource.net
 - www.officesourcefurniture.com
 - www.officesource.com
 - www.furnitureflyer.com/officesource/
 - www.midcontinentfurniture.com
 - www.ndiwholesale.com
 - www.coedistributing.com
 - www.caled.com
 - www.hwdistributors.com
4. The following tradenames:
 - Mid-Continent Office Distributors
 - California Equipment Distributors
 - Equipment Distributors
 - Calquip Leasing
 - H&W Furniture Distributors
 - Nashville Desk
 - NDI
 - NDI Wholesale
 - COE Distributing
5. Except for tax refunds owed or owing to Assignor, all general intangibles used by or useful to the Business, including telephone numbers and all goodwill.