

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
Greenwich Industries, LP		06/09/2011	LIMITED PARTNERSHIP: DELAWARE
RECEIVING PARTY DATA			
Name:	Hussey Seating Co.		
Street Address:	38 Dyer Street Extension		
City:	North Berwick		
State/Country:	MAINE		
Postal Code:	03906		
Entity Type:	CORPORATION: MAINE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1208429	BOXX SEATS	
Registration Number:	0851911	CLARIN	
CORRESPONDENCE DATA			
Fax Number:	(207)791-3111		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2077913230		
Email:	afrawley@preti.com		
Correspondent Name:	Alfred C. Frawley		
Address Line 1:	One City Center		
Address Line 2:	P.O. Box 9546		
Address Line 4:	Portland, MAINE 04112		
ATTORNEY DOCKET NUMBER:	HUSSEY SEATING		
NAME OF SUBMITTER:	Alfred C. Frawley		
Signature:	/afrawley06212011/		

CH \$65.00 1208429

Date:

06/21/2011

Total Attachments: 5

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ASSIGNMENT OF REGISTERED TRADEMARKS

This Assignment of Trademarks (the "Assignment") is made as of June 9, 2011 (the "Effective Date") by and among **GREENWICH INDUSTRIES L.P.**, a Delaware limited partnership (the "Assignor"), and **HUSSEY SEATING COMPANY**, a Maine corporation (the "Assignee").

WHEREAS, pursuant to the Agreement for the Purchase of Assets effective among the Assignor and Assignee (the "Purchase Agreement"), the Assignor has agreed to transfer to Assignee, and Assignee has agreed to accept transfer from the Assignor, all of the assets of the Assignor as described in the Purchase Agreement including the Assignor's trademarks as set forth in Exhibit A attached hereto ("Trademarks"); and

WHEREAS, in order to effect such a transfer of the Trademarks, the Assignor has agreed to provide this Assignment to Assignee.

NOW, THEREFORE, for good and adequate consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor hereby transfers, sells and assigns to Assignee, all right, title and interest in and to all Trademarks owned by the Assignor, as set forth in Exhibit A attached hereto, together with the goodwill of the Assignee connected with the use of such Trademarks. The Assignor further assigns to Assignee all claims for damages by reason of past, present or future infringement or other unauthorized use of the Trademarks and the right to sue for, and collect the same.

The Assignor hereby authorizes the Commissioner of Patents and Trademarks and any other official or organization whose duty it is to assign and/or maintain any of the Trademarks to record Assignee as the assignee and owner of all Trademarks currently in the name of the Assignor.

The Assignor further agrees to execute and/or electronically transmit any and all registration templates, powers of attorney, applications, assignments, declarations, affidavits, and any other papers requested by Assignee to perfect the transfer to Assignee of all Trademarks.

The terms of the Purchase Agreement, among Assignor, Assignee and Clarin Learning Systems, LLC dated June 2, 2011 including but not limited to the respective representations, warranties, covenants, agreements and indemnities of each Assignor and Assignee in respect as set forth in the Purchase Agreement, are incorporated herein by this reference. Each of the parties acknowledges and agrees that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms of this Agreement, the terms of the Purchase Agreement shall govern.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original and both of which taken together shall be deemed to constitute one and the same instrument. To evidence its execution of an original counterpart of this Agreement, a party may

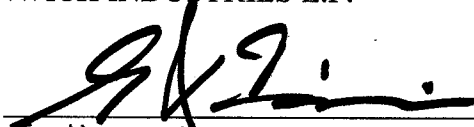
send a copy of its original signature on the execution page hereof to the other party by facsimile transmission or other means of electronic communication and such transmission shall constitute delivery of an executed copy of this Agreement to the receiving party.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed under seal as of the date and year first above written.

GREENWICH INDUSTRIES L.P.

By:


Its: *Manager*

HUSSEY SEATING COMPANY

By:

Its: Treasurer/Chief Financial Officer

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed under seal as of the date and year first above written.

GREENWICH INDUSTRIES L.P.

By: _____
Its:

HUSSEY SEATING COMPANY

By: 
Its: Treasurer/Chief Financial Officer

EXHIBIT A

- 1) U.S. Trademark Registration No. 1,208,429 registered on September 14, 1982 for the mark BOXX SEATS & Design.
- 2) U.S. Trademark Registration No. 851911 registered July 2, 1968 for the mark CLARIN.
- 3) Canada Trademark Registration No. UCA/28536 registered October 10, 1977 for the mark CLARIN.