

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM327602

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KNOLL, INC.		12/23/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	NEUTRAL POSTURE, INC.		
Street Address:	3904 N. Texas Avenue		
City:	Bryan		
State/Country:	TEXAS		
Postal Code:	77803		
Entity Type:	CORPORATION: TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1763700	EQUITY	
CORRESPONDENCE DATA			
Fax Number:	2142000853		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	214-651-5170		
Email:	jennifer.pierce@haynesboone.com		
Correspondent Name:	Sam Jo, Haynes and Boone, LLP		
Address Line 1:	2323 Victory Avenue, Suite 700		
Address Line 4:	Dallas, TEXAS 75219		
ATTORNEY DOCKET NUMBER:	23400.37		
NAME OF SUBMITTER:	jennifer pierce		
SIGNATURE:	/jennifer pierce/		
DATE SIGNED:	12/30/2014		
Total Attachments: 5			
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OP \$40.00 1763700

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this “*Agreement*”) is made as of December 23, 2014, by and between KNOLL, INC., a Delaware corporation (“*Assignor*”), and NEUTRAL POSTURE, INC., a Texas corporation (“*Assignee*”). Capitalized terms used but not defined herein shall have the respective meanings ascribed to them in the Purchase Agreement (defined below).

RECITALS

WHEREAS, this Agreement is being delivered pursuant to that certain Amended and Restated Asset Purchase Agreement, dated as of December 23, 2014, by and between Assignor and Assignee (as amended from time to time, the “*Purchase Agreement*”); and

WHEREAS, in accordance with the Purchase Agreement, Assignee has agreed to transfer and assign to Assignee all right, title and interest in and to the patents, patent applications, trademarks, trademark applications, copyrights, and all other Intellectual Property, including, without limitation, the Intellectual Property listed on Schedule 1 attached hereto (collectively, the “*Assigned IP*”).

NOW, THEREFORE, in consideration of the premises and agreements contained herein and in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby act and agree as follows:

1. Assignment of the Assigned IP. Assignor hereby sells, assigns, transfers and conveys to Assignee, its successors, assigns and legal representatives, the entire worldwide right, title and interest in and to the Assigned IP, including, without limitation, all the goodwill of the business associated therewith and the right to sue for, settle, or release any past, present or future infringement thereof, in all cases free and clear of any Liens or other restrictions or claims from any person or entity.

2. Additional Rights and Obligations. This Agreement is made subject to and with the benefit of the respective provisions of the Purchase Agreement (including, without limitation, the schedules and exhibits thereto). Nothing contained in this Agreement shall be deemed to expand, impair, supersede, modify, limit, extend, expand, add to, diminish, amend or in any way affect any of the rights, obligations, agreements, covenants, representations, warranties or indemnities contained in the Purchase Agreement, which 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 hereof, the terms of the Purchase Agreement shall govern.

3. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument. The execution of this Agreement and any agreement or instrument entered into in connection with this Agreement, and any amendment hereto or thereto, by any of the parties hereto or any other relevant signatory may be evidenced by way of a facsimile, portable document format (.pdf) transmission or electronic production or reproduction, photostatic or otherwise, of such signatory’s signature, and such portable document format (.pdf), or electronic production or reproduction signature shall be deemed to constitute the original signature of such signatory.

4. Descriptive Headings. The descriptive headings of this Agreement are for convenience of reference only and shall not be deemed to affect the meaning or construction of any provisions hereof.

5. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania applicable to contracts made and performed in such state.

6. Successors and Assigns. This Agreement, and all the terms and provisions hereof, shall inure to the benefit of, and be binding upon, the assigns, successors, heirs, executors and administrators of the parties hereto to the extent provided in the Purchase Agreement.

7. No Amendment. This Agreement may not be amended, modified or supplemented, except by an instrument in writing duly executed by the parties hereto.

8. Reformation; Severability. In case any term or other provision of this Agreement shall be invalid, illegal or unenforceable, such provision shall be reformed to best effectuate the intent of the parties hereto and permit enforcement thereof, and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. If such provision is not capable of reformation, it shall be severed from this Agreement and the enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

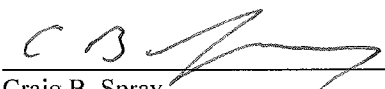
9. Further Assurances. Assignor shall take such actions and use such efforts as contemplated in the Purchase Agreement to fully consummate the assignment of the Assigned IP to Assignee. Assignor shall execute any and all powers of attorney, applications, assignments, declarations, affidavits and any other papers in connection therewith necessary to perfect the rights, title and interest of Assignee, its successors, assigns and legal representatives in the Assigned IP. Further, at Assignee's reasonable expense, Assignor and its successors, assigns and representatives shall testify in any legal proceedings, sign all lawful papers, make all lawful oaths and generally do everything possible to vest title to the Assigned IP in Assignee and to aid Assignee, its successors, assigns and legal representatives to obtain and enforce proper protection for the Assigned IP.

* * * * *

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement as of the date first written above.

ASSIGNOR:

KNOLL, INC.,
a Delaware corporation

By: 
Name: Craig B. Spray
Title: Senior Vice President and Chief Financial Officer

ASSIGNEE:

NEUTRAL POSTURE, INC.,
a Texas corporation

By: _____
Name: Rebecca Boenigk
Title: Chief Executive Officer

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement as of the date first written above.

ASSIGNOR:

KNOLL, INC.,
a Delaware corporation

By: _____
Name: Craig B. Spray
Title: Senior Vice President and Chief Financial
Officer

ASSIGNEE:

NEUTRAL POSTURE, INC.,
a Texas corporation

By:  _____
Name: Rebecca Boenigk
Title: Chief Executive Officer

SCHEDULE 1

Country	Application/ Serial No.	Registration No.	Mark
United States	74/218,512	1,763,700	EQUITY