

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM356108

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF 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>
Modernica, Inc.		09/09/2015	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Herman Miller, Inc.		
<b>Street Address:</b>	855 E. Main Avenue		
<b>City:</b>	Zeeland		
<b>State/Country:</b>	MICHIGAN		
<b>Postal Code:</b>	49464		
<b>Entity Type:</b>	CORPORATION: MICHIGAN		
<b>PROPERTY NUMBERS Total: 12</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86544997	PEAR	
<b>Serial Number:</b>	86544998	PROPELLER	
<b>Serial Number:</b>	86544999	BELL	
<b>Serial Number:</b>	86544996	APPLE	
<b>Serial Number:</b>	85922192	NET LAMP	
<b>Serial Number:</b>	85055495	SAUCER	
<b>Serial Number:</b>	85055497	CRISS CROSS	
<b>Serial Number:</b>	85055496	CIGAR	
<b>Registration Number:</b>	3939483		
<b>Registration Number:</b>	3939484		
<b>Registration Number:</b>	3619795	PEARL LAMP	
<b>Registration Number:</b>	2941595	BUBBLE LAMPS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2485677440		
<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>			
<b>Phone:</b>	248-567-7400		
<b>Email:</b>	trademarks@varnumlaw.com		
<b>Correspondent Name:</b>	CHARLES F. GRAY		
<b>Address Line 1:</b>	39500 HIGH POINTE BLVD., SUITE 350		

CH \$315.00 86544997

TRADEMARK

**Address Line 4:** Novi, MICHIGAN 48375

**ATTORNEY DOCKET NUMBER:** HMI/MODERNICA ASSIGNMENT

**NAME OF SUBMITTER:** Charles F. Gray

**SIGNATURE:** /Charles F. Gray/

**DATE SIGNED:** 09/24/2015

**Total Attachments: 6**

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## TRADEMARK ASSIGNMENT

This Trademark Assignment (“**Assignment**”) is made effective as of September \_\_\_\_\_, 2015 (“**Effective Date**”), Modernica, Inc., a California corporation with its principal place of business located at 2891 Saco Street, Vernon CA 90058 (“**Assignor**”), to Herman Miller, Inc., a Michigan corporation with its principal place of business located at 855 E. Main, Zeeland, Michigan 49464 (“**Assignee**”).

WHEREAS, Assignor owns all right, title, and interest in and to the trademarks, product and trade names, and other intellectual property identified on Exhibit A attached hereto (“**Trademarks**”); and

WHEREAS, pursuant to the Asset Purchase Agreement dated as of September\_\_\_\_, 2015 by and among Assignor and Assignee (“**Purchase Agreement**”), Assignor agreed to assign to Assignee, and Assignee agreed to receive from Assignor, all right, title, and interest in and to the Trademarks.

NOW, THEREFORE, for good and valuable consideration and in consideration of the foregoing recitals and the covenants and promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignor hereby sells, grants, transfers, conveys, assigns, and delivers to Assignee, and its successors and assigns, all of Assignor’s right, title, and interest, including all common-law rights, in and to the Trademarks, all of the goodwill of the business of Assignor embodied in and/or symbolized by the Trademarks and all other portions of Assignor’s business to which the Trademarks pertain, the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present, or future infringement or dilution of or damage or injury to the Trademarks, the registrations thereof, or such associated goodwill, and all other rights arising from and/or relating to the Trademarks, now or hereafter existing, in the United States and in any foreign countries. All such ownership, rights, title, and interest are to be held by Assignee for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors, assigns, and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made. Assignor authorizes and requests the United States Patent and Trademark Office, and any official of any country foreign to the United States whose duty it is to issue patents, trademarks, or other evidence or forms of intellectual property protection or applications, to issue the same to Assignee and Assignee’s successors, assigns, and other legal representatives in accordance with this instrument.

2. Further Actions. Assignor further agrees that, without additional consideration, but at Assignee’s reasonable expense, Assignor will take such further actions and execute and have executed promptly such further documents, instruments, and papers as are deemed necessary by Assignee to effect and record the above assignment, including any actions or documents required by the applicable registrar or other official to document the transfer herein (such as application to the United States Patent and Trademark Office for approval and recording of this Assignment) or as may be necessary to protect, secure, and vest good, valid, and marketable title to the

Trademarks and any and all related rights in Assignee (including, without limitation, providing testimony in any interference, litigation, or proceeding related to title to the Trademarks). If Assignee is unable for any reason whatsoever to secure Assignor's signature to any document it is entitled to under this Assignment, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as its agents and attorneys-in-fact with full power of substitution to act for and on its behalf and instead of Assignor, to execute and file any such document or documents, and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by Assignor.

3. Successors and Assigns. This instrument shall be binding upon Assignor and its legal representatives, successors, and assigns and inure to the benefit of Assignee and its legal representatives, successors, and assigns.

4. Effect on Purchase Agreement. The purpose of this Assignment is solely to effect the conveyance of the Trademarks. Nothing in this Assignment is meant to or shall be construed to affect in any way the warranties, representations, agreements, and covenants of Assignor, Assignee, or any other party to the Purchase Agreement, the conditions provided in the Purchase Agreement under which Assignor or Assignee or any other party shall be liable for breaches of any such warranties, representations, agreements, or covenants, or limitations on the liability for such breaches under the Purchase Agreement, it being the express intention and agreement of the parties that the specific rights of each party with respect to the foregoing are to be determined solely from and governed by the Purchase Agreement.

5. Entire Agreement. This Assignment and the other documents required to be delivered pursuant hereto or referenced herein constitute the entire understanding and agreement between the parties hereto with regard to the specific subject matter hereof, and neither party hereto shall be liable or bound by any representation, warranty, covenant, or agreement except as specifically set forth herein. Any previous agreement (whether written, oral, or implied) between the parties relative to the specific subject matter hereof is superseded by this Assignment.

6. Counterparts. This Assignment may be executed in separate counterparts, by original, facsimile, or electronic signature, each of which will be an original and all of which taken together shall constitute one and the same agreement, and any party hereto may execute this Assignment by signing any such counterpart.

IN WITNESS WHEREOF, effective as of the date first written above, the parties have executed this Assignment by their respective duly authorized representatives' signatures below.

**ASSIGNOR:**  
**Modernica, Inc.**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ASSIGNEE:**  
**Herman Miller, Inc**

By: \_\_\_\_\_ 

Title: Senior Vice President of Legal Services, Gen. Counsel & Secretary

Date: Sept. 8, 2015

Trademarks and any and all related rights in Assignee (including, without limitation, providing testimony in any interference, litigation, or proceeding related to title to the Trademarks). If Assignee is unable for any reason whatsoever to secure Assignor's signature to any document it is entitled to under this Assignment, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as its agents and attorneys-in-fact with full power of substitution to act for and on its behalf and instead of Assignor, to execute and file any such document or documents, and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by Assignor.

3. Successors and Assigns. This instrument shall be binding upon Assignor and its legal representatives, successors, and assigns and inure to the benefit of Assignee and its legal representatives, successors, and assigns.

4. Effect on Purchase Agreement. The purpose of this Assignment is solely to effect the conveyance of the Trademarks. Nothing in this Assignment is meant to or shall be construed to affect in any way the warranties, representations, agreements, and covenants of Assignor, Assignee, or any other party to the Purchase Agreement, the conditions provided in the Purchase Agreement under which Assignor or Assignee or any other party shall be liable for breaches of any such warranties, representations, agreements, or covenants, or limitations on the liability for such breaches under the Purchase Agreement, it being the express intention and agreement of the parties that the specific rights of each party with respect to the foregoing are to be determined solely from and governed by the Purchase Agreement.

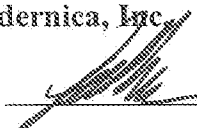
5. Entire Agreement. This Assignment and the other documents required to be delivered pursuant hereto or referenced herein constitute the entire understanding and agreement between the parties hereto with regard to the specific subject matter hereof, and neither party hereto shall be liable or bound by any representation, warranty, covenant, or agreement except as specifically set forth herein. Any previous agreement (whether written, oral, or implied) between the parties relative to the specific subject matter hereof is superseded by this Assignment.

6. Counterparts. This Assignment may be executed in separate counterparts, by original, facsimile, or electronic signature, each of which will be an original and all of which taken together shall constitute one and the same agreement, and any party hereto may execute this Assignment by signing any such counterpart.

IN WITNESS WHEREOF, effective as of the date first written above, the parties have executed this Assignment by their respective duly authorized representatives' signatures below.

ASSIGNOR:

Modernica, Inc

By:  \_\_\_\_\_

Title: AES \_\_\_\_\_

Date: SEPT. 9, 2016 \_\_\_\_\_

ASSIGNEE:

Herman Miller, Inc.


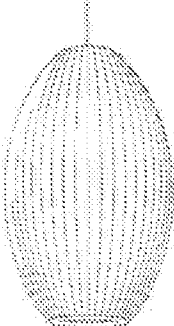
By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A**  
**TRADEMARKS**

Mark/ Appl. No./ Reg. No.	Jurisdiction	Status/ Filing Date/ Reg. Date	Goods and Services
<b>PEAR</b> PEAR App 86544997	USPTO	Pending Section 2(F) App 24-FEB-2015	INT. CL. 11 ELECTRIC LAMPS; LAMP SHADES; LAMPS
<b>PROPELLER</b> PROPELLER App 86544998	USPTO	Pending App 24-FEB-2015	INT. CL. 11 ELECTRIC LAMPS; LAMP SHADES; LAMPS
<b>BELL</b> BELL App 86544999	USPTO	Published (Pending) App 24-FEB-2015	INT. CL. 11 ELECTRIC LAMPS; LAMP SHADES; LAMPS
<b>APPLE</b> APPLE App 86544996	USPTO	Published (Pending) App 24-FEB-2015	INT. CL. 11 ELECTRIC LAMPS; LAMP SHADES; LAMPS
<b>NET LAMP</b> NET LAMP App 85922192	USPTO	Abandoned Intent to Use App 03-MAY-2013	INT. CL. 11 ELECTRIC LAMPS; LAMP SHADES; LAMPS
<b>SAUCER</b> SAUCER App 85055495 Reg 4008337	USPTO	Registered Section 2(F) App 04-JUN-2010 Reg 09-AUG-2011	INT. CL. 11 ELECTRIC LAMPS; LAMP SHADES; LAMPS
<b>CRISS CROSS</b> CRISS CROSS App 85055497 Reg 4000980	USPTO	Registered Section 2(F) App 04-JUN-2010 Reg 26-JUL-2011	INT. CL. 11 ELECTRIC LAMPS; LAMP SHADES; LAMPS

<p><b>CIGAR</b></p> <p>CIGAR App 85055496 Reg 3907720</p>	<p>USPTO</p>	<p>Registered App 04-JUN-2010 Reg 18-JAN-2011</p>	<p><b>INT. CL. 11</b> ELECTRIC LAMPS; LAMP SHADES; LAMPS</p>
 <p><i>Design Only</i> App 77748146 Reg 3939483</p>	<p>USPTO</p>	<p>Registered Section 2(F) App 29-MAY-2009 Reg 05-APR-2011</p>	<p><b>INT. CL. 11</b> ELECTRIC LAMPS; LAMP SHADES; LAMPS</p>
 <p><i>Design Only</i> App 77748149 Reg 3939484</p>	<p>USPTO</p>	<p>Registered Section 2(F) App 29-MAY-2009 Reg 05-APR-2011</p>	<p><b>INT. CL. 11</b> ELECTRIC LAMPS; LAMP SHADES; LAMPS</p>
<p><b>PEARL LAMP</b></p> <p>PEARL LAMP App 77058222 Reg 3619795</p>	<p>USPTO</p>	<p>Registered App 06-DEC-2006 Reg 12-MAY-2009</p>	<p><b>INT. CL. 11</b> LAMPS</p>
<p><b>BUBBLE LAMPS</b></p> <p>App 78241824 Reg 2941595</p>	<p>USPTO</p>	<p>Renewed (Registered) App 24-APR-2003 Reg 19-APR-2005</p>	<p><b>INT. CL. 11</b> LAMPS, NAMELY ELECTRICAL LAMPS HAVING THE LIGHT FIXTURE WITHIN A TRANSLUCENT SHADE</p>

## Product and Trade Names

- Bubble Lamps, some of which are available in Small, Medium, Large, or Extra Large as noted below:
  - Saucer Lamp (S, M, L, XL)
  - Ball Lamp (S, M, L)
  - Cigar Lamp (S, M, L, XL)
  - Saucer Crisscross Lamp (S, M)
  - Ball Crisscross Lamp (S, M)
  - Cigar Crisscross Lamp (S, M)
  - Pear Lamp (S, M)
  - Pear Crisscross Lamp (S, M)
  - Lantern Lamp
  - Propeller Lamp
  - Apple Lamp
  - Extra Large Bell Lamp
  - Lantern with Tripod Stand
  - Cigar Lotus Table Lamp (upgrade to Walnut Base available)
  - Pear Lotus Table Lamp (upgrade to Walnut Base available)
  - Ball Lotus Table Lamp (upgrade to Walnut Base available)
  - Cigar Lotus Table Lamp with Walnut Base
  - Pear Lotus Table Lamp with Walnut Base
  - Ball Lotus Table Lamp with Walnut Base
  - Cigar with Tripod Stand (S, M, L)
  - Equinox Tripod Floor Lamp
  - Pear with Tripod Stand (S, M)
  - Ball with Tripod Stand
  - Cigar Wall Sconce
  - Pear Wall Sconce
  - Ball Wall Sconce
  - Saucer Wall Sconce
  - Cigar Lotus Floor Lamp (S, M, L)
  - Pear Lotus Floor Lamp (S, M)
  - Large Cigar with Tripod Stand
  - Cigar Lotus Floor Lamp with Walnut Base (S, M, L)
  - Pear Lotus Floor Lamp with Walnut Base (S, M)
  - Medium Cigar with Tripod Stand
  - Medium Pear with Tripod Stand
- Triple Bubble Lamp Fixture (fixture only; bubble pendants sold separately)
- Net Light N-789