

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM407376

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Dates Weiser Furniture Corporation		11/30/2016	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	Knoll, Inc.		
Street Address:	1235 Water Street		
Internal Address:	Attn: General Counsel		
City:	Greenville		
State/Country:	PENNSYLVANIA		
Postal Code:	18041		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4031779	HIGHLINE	
CORRESPONDENCE DATA			
Fax Number:	4122091845		
<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:	4122974900		
Email:	iptrademark@cohenlaw.com		
Correspondent Name:	COHEN & GRIGSBY, P.C.		
Address Line 1:	625 Liberty Avenue		
Address Line 4:	Pittsburgh, PENNSYLVANIA 15222-3152		
NAME OF SUBMITTER:	Michael E. Dukes		
SIGNATURE:	/michael e. dukes/		
DATE SIGNED:	12/02/2016		
Total Attachments: 5			
source=Knoll _ Dates Weiser_ IP Assignment Agreement (executed)#page1.tif			
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CH \$40.00 4031779

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Agreement is made as of December 1, 2016, between Dates Weiser Furniture Corporation, a New York corporation ("**Assignor**") and Knoll, Inc., a Delaware corporation ("**Assignee**").

PREAMBLE

Assignor, Assignee, the Equityholders identified therein and the Seller Party Representative are parties to an Asset Purchase Agreement dated as of the date hereof (the "**Purchase Agreement**"). Capitalized terms used and not defined herein shall have the meanings ascribed to them in the Purchase Agreement.

Pursuant to the Purchase Agreement, Assignor has agreed to sell, transfer and assign to Assignee, and Assignee has agreed to purchase from Assignor, the Intellectual Property of Assignor set forth on Exhibit A hereto. Consequently, Assignor desires to assign to Assignee, and Assignee desires to accept such assignment from Assignor, all of the rights, title and interest that Assignor may possess in and to the Intellectual Property under patent, copyright, trademark, trade secret or any other legal protection obtainable therefor in the United States or any foreign country (the "**Assigned Rights**"), all as more particularly described below.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set out herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

1. Assignment. Effective as of the date hereof, Assignor hereby assigns, sells, transfers and conveys to Assignee its full and entire right, title and interest throughout the world in and to the Assigned Rights and any legal protection based thereon or obtainable therefor in this or any foreign country, including but not limited to all rights heretofore or hereinafter existing in any patent, copyright or trademark application(s) or registration(s) or in any agreements, trade secret or otherwise, along with any goodwill associated with the trademark(s) covered by the trademark application(s) or registration(s), to be held and enjoyed by Assignee, for its own use and benefit, and for the benefit of its representatives, successors and assigns to the full end of the term(s) for which the same may be granted in the United States, as fully and entirely as the same would have been held by Assignors had this Agreement not been executed.

2. Reservation and Performance of Future Rights And Obligations. All rights heretofore or hereafter acquired under the intellectual property laws (including but not limited to patent, copyright, trademark and trade secret laws) of the United States and/or any foreign country with regard to the Assigned Rights covered by this Agreement are hereby exclusively reserved and assigned to Assignee.

3. Miscellaneous. This Agreement: (a) may be amended only by a writing signed by each of the parties; (b) may be executed in several counterparts, each of which is deemed an original but all of which constitute one and the same instrument; (c) contains the entire agreement of the parties with respect to the transactions contemplated hereby and supersedes all prior written and oral agreements, and all contemporaneous oral agreements, relating to such transactions; (d) is governed by, and will be construed and enforced in accordance with, the laws of the State of New York, without giving effect to any conflict of law rules; and (e) is binding upon, and will inure to the benefit of, the parties and their respective successors and permitted assigns.

[signature page follows]

SIGNATURE PAGE TO
INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

ASSIGNOR:

DATES WEISER FURNITURE CORPORATION

ATTEST:

By:  _____

Name: Allan Weiser

Title: Chief Executive Officer

STATE OF New York)
)
COUNTY OF Erie) ss
)

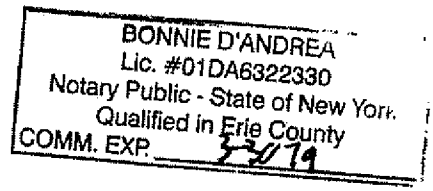
On this 30 day of November, 2016, before me, a notary public, personally appeared Allan Weiser, who acknowledged himself or herself to be the person whose name is signed to the foregoing instrument on behalf of Dates Weiser Furniture Corporation and that he or she executed the foregoing instrument for the purposes set forth therein.

Bonnie D'Andrea

Notary Public for _____

(SEAL)

My Commission Expires 3-30-19



**SIGNATURE PAGE TO
INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT**

ASSIGNEE:

KNOLL, INC.

ATTEST:

Jan L. Symons

By: 

Name: ANDREW B. COLVIN

Title: CEO

Exhibit A

Intellectual Property

Patents:

APPLICATION NUMBER	TITLE	COUNTRY	STATUS	TYPE	DATE FILED	ASSIGNEE
14/991,791	Collapsible Table	United States	Published	Utility	Jan 8, 2016	DatesWeiser Furniture Corporation
14/991,192	Table Cart	United States	Published	Utility	Jan 8, 2016	DatesWeiser Furniture Corporation
15/067,075	Table Assembly with Adaptable Ganging Connections	United States	Pending	Utility	March 10, 2016	DatesWeiser Furniture Corporation

Trademarks (registered and unregistered):

MARK	REGISTRATION NUMBER	COUNTRY	STATUS	FULL GOODS/ SERVICES	REGISTRATION DATE	OWNER
HIGHLINE	RN 4031779	United States	Registered	Int'l Class 20 Office Furniture	Sept. 27, 2011	DatesWeiser Furniture Corporation

Service Marks: None.

Logos:

DATESWEISER

Corporate and Trade Names: None.

Domain Names: www.datesweiser.com