

FORM PTO-1594

(Rev. 6-93)
OMB No. 0651-0011 (exp. 4/94)

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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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XXME-182 ∇

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof

1. Name of conveying party(ies):

New England Design Center

- Individual(s)
- General Partnership
- Corporation-State:
- Other
- Association
- Limited Partnership

2. Name and address of receiving party(ies)

Name: New England Design Center Limited Partnership

Street Address: 6 St. James Place

City: Boston State: MA ZIP: 02116

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership Massachusetts
- Corporation-State
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached. Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Agreement of Conversion
- Merger
- Change of Name

Execution Date: July 21, 1995

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,381,933

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Thomas V. Smurzynski

Internal Address: Lahive & Cockfield, LLP

Street Address: 28 State Street

City: Boston State: MA ZIP: 02109

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 3.41).....\$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

12-0080

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Thomas V. Smurzynski
Name of Person Signing

Thomas V. Smurzynski
Signature

April 29, 2005
Date

Total number of pages including cover sheet, attachments, and document:

5

I hereby certify that this correspondence is being facsimile transmitted to the Patent and Trademark Office, facsimile no. (703) 306-5995, on the date shown below.

Dated: April 29, 2005

Signature: Thomas V. Smurzynski (Thomas V. Smurzynski)

CH \$40.00 120080 1381933

AGREEMENT OF LIMITED PARTNERSHIP
OF
NEW ENGLAND DESIGN CENTER LIMITED PARTNERSHIP

Date: July 21, 1995

THE PARTNERSHIP INTERESTS HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES LAWS OF ANY JURISDICTION. NO PARTNERSHIP INTEREST MAY BE SOLD OR OFFERED FOR SALE (WITHIN THE MEANING OF ANY SECURITIES LAW) UNLESS A REGISTRATION STATEMENT UNDER ALL APPLICABLE SECURITIES LAWS WITH RESPECT TO THE INTEREST IS THEN IN EFFECT OR AN EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THOSE LAWS IS THEN APPLICABLE TO THE INTEREST. A PARTNERSHIP INTEREST ALSO MAY NOT BE TRANSFERRED OR ENCUMBERED UNLESS THE PROVISIONS OF ARTICLE V OF THIS AGREEMENT ARE SATISFIED. DISPUTES AMONG PARTNERS REGARDING AN INVESTMENT IN THIS PARTNERSHIP ARE REQUIRED TO BE RESOLVED BY BINDING ARBITRATION IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT. A CONDITION PRECEDENT TO INVESTMENT IN THIS PARTNERSHIP IS THE WAIVER OF RIGHTS TO COMMENCE ANY ACTION WITH RESPECT HERETO IN ANY COURT OTHER THAN FOR PURPOSES OF ENFORCING THE ARBITRATION PROVISIONS IN THIS AGREEMENT.

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EXHIBIT A - Definitions

EXHIBIT B - Annual Budget

This Agreement of Limited Partnership (this "Agreement") is entered into as of the date set forth on the cover page to this Agreement among the Persons executing this Agreement. Defined terms in this Agreement have the meanings assigned to them in the attached Exhibit "A".

I FORMATION OF PARTNERSHIP

1.1. Formation. The Partners form a limited partnership under the Act, effective as of the date listed on the cover page of this Agreement. The partnership is a continuation of New England Design Center, a Massachusetts general partnership which, by effect of this Agreement, is converted to a Limited Partnership.

1.2. Name. The name of the Partnership is on the cover page to this Agreement. The General Partner may change the name of the Partnership from time to time. The General Partner also may adopt one or more fictitious names for use by the Partnership.

1.3. Places of Business and Registered Office. The registered office of the Partnership is at 6 St. James Avenue, Boston, Massachusetts 02116. The General Partner, which is a corporation organized under the laws of the State of Texas and has a business office at the Partnership's registered office, is the initial registered agent for the Partnership. The General Partner may change the principal or registered office or registered agent of the Partnership from time to time. The General Partner may establish, maintain and abandon one or more additional places of business for the Partnership.

1.4. Purpose. The purpose of the Partnership is to conduct any activity permitted by law, any of which will be permitted regardless of whether any Partner or Affiliate has a direct or indirect interest in the activity.

1.5. Title to Partnership Property. Property may be acquired in the name of the Partnership or in the name of an agent or nominee on terms and conditions the General Partner deems appropriate.

1.6. Term. The term of the Partnership will continue until 99 years from the effective date of the formation of the Partnership, subject to earlier termination under Article VII.

II. CAPITALIZATION AND RELATED MATTERS

2.1. Original Capital and Initial Percentage Interests. The capital of the Partnership consists of the capital reflected on the books of the Partnership. The initial Percentage Interest of each Partner is set forth opposite his signature on the signature pages of this Agreement.