

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT																								
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL																								
<b>CONVEYING PARTY DATA</b>																									
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<b>CORRESPONDENCE DATA</b>																									
<p>Fax Number: (410)468-2786  <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i></p> <p>Phone: 410-347-1365          Email: msaudek@gejlaw.com          Correspondent Name: Mark S. Saudek          Address Line 1: 218 N. Charles Street          Address Line 2: Suite 400          Address Line 4: Baltimore, MARYLAND 21286</p>																									
<b>NAME OF SUBMITTER:</b>	Mark S. Saudek																								

OP \$65.00 78751976

Signature:	/MSS/
Date:	05/26/2010
Total Attachments: 5 source=General#page1.tif source=General#page2.tif source=General#page3.tif source=General#page4.tif source=General#page5.tif	

## GENERAL ASSIGNMENT OF TRADEMARKS

THIS GENERAL ASSIGNMENT OF TRADEMARKS (this "Assignment") is made this 10<sup>th</sup> day of May, 2010, by the Estate of Peter Stengel, Marcia Stengel, Jasen Stengel, Jennifer Stengel, Smartdesks, Inc. (each, an "Assignor" and collectively, the "Assignors"), in favor of CBT Supply, Inc. ("Assignee").

### RECITALS

One or more of the Assignors may possess ownership rights, either exclusively or with another party, in the trademarks and service marks described on Schedule A attached hereto and incorporated herein by reference (the "Marks").

In connection with that certain Settlement Agreement and Release, dated as of the date hereof, Assignors desire to transfer to Assignee, and Assignee desires to acquire from Assignors, all of the Assignors' ownership interests in the Marks and certain other rights as set forth herein.

### AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged:

1. Assignment. Assignors hereby irrevocably sell, transfer, contribute and assign to Assignee all of their respective rights, title, and interests in and to (i) the Marks, (ii) any and all goodwill of Assignors which is connected with the use of, and/or symbolized by, any of the Marks, and (iii) the exclusive right to sue for past, present, and future infringement of any of the Marks (except with respect to any allegation of past infringement committed by any party to the Settlement Agreement or to the Litigation), together with the right to retain any and all damages recovered in connection therewith.

2. Representations and Warranties. Each Assignor represents and warrants to Assignee that:

(a) Assignor has the right, power, and authority to enter into this Assignment and to make the assignment as provided in Section 1;

(b) No individual or entity, other than one of the Assignors, the Assignee, or an affiliate of the Assignee, owns any right, title, or interest in any of the Marks;

(c) The Marks are free of any liens, security interests, encumbrances, or licenses, other than a license that an Assignor may assert is held by the Assignee or Assignee's affiliates;

(d) The Marks do not infringe the rights of any person or entity, other than Assignee's asserted infringement upon the rights of Assignee or Assignee's affiliates;

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(e) There are no claims, pending or threatened, with respect to Assignor's rights in the Marks, other than claims of the Assignee or its affiliates;

(f) This Assignment is valid, binding, and enforceable in accordance with its terms;

(g) Assignor is not subject to any agreement, judgment, or order inconsistent with the terms of this Assignment;

(h) The consent of a third party is not required in order for Assignor to enter into this Assignment; and

(i) Assignor was not employed by, or working as an independent contractor for, any third party when Assignor created or may have obtained ownership of the Marks, other than employment or work for Assignee or one of Assignee's affiliates.

(j) Assignor has not registered, and has no applications for registration pending, for any trademark or intellectual property right in the words "Smartdesk" or "Smartdesks" (or a word or phrase containing these words), except for (i) the Maryland trade name registration for "Smartdesks," (ii) the registered domain names listed on Schedule A and (iii) United States Trademark Application Nos. 78/751,976 and 78/768,870.

3. Documentation. At the request of Assignee, Assignors shall execute, as soon as reasonably possible, any additional documents necessary to effectuate the assignment described in Section 1.

4. Miscellaneous.

(a) Successors and Assigns. All references in this Assignment to the parties shall be deemed to include, as applicable, a reference to their respective successors and assigns. The provisions of this Assignment shall be binding upon and shall inure to the benefit of the successors and assigns of the parties.

(b) No Implied Waiver. The failure of any party to insist on strict performance of any covenant or obligation under this Assignment, regardless of the length of time for which such failure continues, shall not be deemed a waiver of such party's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this Assignment shall constitute a consent or waiver to or of any other breach or default in the performance of the same or any other obligation.

(c) Governing Law. This Assignment shall be governed by the laws of the State of Maryland.

(d) Counterparts/Electronic Signatures. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall

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constitute one and the same instrument. For purposes of this Assignment, use of a facsimile, e-mail, or other electronic medium shall have the same force and effect as an original signature.

(e) Severability. Whenever possible, each provision of this Assignment will be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Assignment is held to be invalid, illegal, or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other provision or any other jurisdiction, but this Assignment will be reformed, construed, and enforced in such jurisdiction as if such invalid, illegal, or unenforceable provisions had never been contained herein.

(f) Entire Agreement. This Assignment constitutes the final, complete, and exclusive statement of the agreement of the parties with respect to the subject matter hereof, and supersedes any and all other prior and contemporaneous agreements and understandings, both written and oral, among the parties, provided, however, that the Settlement Agreement and Release, dated as of the date hereof, shall remain in full force and effect.

(g) Headings. Headings used in this Assignment are provided for convenience only and shall not be used to construe meaning or intent.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES.]

IN WITNESS WHEREOF, Assignors have executed this General Assignment of Trademarks as of the date first above written.

**ASSIGNORS**

WITNESS

*[Handwritten Signature]*

MARCIA STENDEL

*[Handwritten Signature]*

WITNESS

*[Handwritten Signature]*

JASEN STENDEL

*[Handwritten Signature]*

WITNESS

*[Handwritten Signature]*

JENNIFER STENDEL

*[Handwritten Signature]*

WITNESS

*[Handwritten Signature]*

ESTATE OF PETER STENDEL

By: *[Handwritten Signature]*  
Name: Marcia Stengel

WITNESS

*[Handwritten Signature]*

SMARTDESKS, INC.

By: *[Handwritten Signature]*  
Name: Marcia Stengel  
Title: President

SCHEDULE A

The Marks

The Marks consist of the marks "Smartdesk" and "Smartdesks," whether used as trademarks or service marks. The Marks refer to "Smartdesk" and "Smartdesks," appearing in any form, regardless of the font size, font style, font color, or the presence or absence of any accompanying design, including but not limited to a racetrack oval surrounding the mark. The Marks include any registrations, any applications for registrations (including but not limited to United States Trademark Application Nos. 78/751,976 and 78/768,870), any common law trademarks, or any other related rights in the marks "Smartdesk" or "Smartdesks." The Marks include any domain names containing the terms "Smartdesk" or "Smartdesks," including but not limited to, <smartdesksinc.com>, <smartdeskschairs.com>, <smartdesksdesignstudio.com>, <smartdesksdesign.com>, <smartdesksinc.net>, and <smartdeskstraining.com>.

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RECORDED: 05/26/2010

*10/26/10*

TRADEMARK  
REEL: 004213 FRAME: 0036