

TRADEMARK ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Humanscale Corporation		01/05/2011	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	Niels Diffrient		
Street Address:	879 North Salem Road		
City:	Ridgefield		
State/Country:	CONNECTICUT		
Postal Code:	06877		
Entity Type:	INDIVIDUAL: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77686364	DIFFRIENT WORLD	
CORRESPONDENCE DATA			
Fax Number:	(225)248-3120		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	225-248-2420		
Email:	jwtrademarks@joneswalker.com		
Correspondent Name:	Michael K. Leachman		
Address Line 1:	8555 United Plaza Blvd., 5th Fl.		
Address Line 4:	Baton Rouge, LOUISIANA 70809		
ATTORNEY DOCKET NUMBER:	25388/124404-00		
NAME OF SUBMITTER:	Michael K. Leachman		
Signature:	/michael k. leachman/		
Date:	01/14/2011		

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Total Attachments: 4

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Agreement") is made and entered into this 5th day of January, 2011 (the "Effective Date"), by and between Humanscale Corporation, a New York Corporation with its principal place of business at 11 East 26th Street, 8th Floor, New York, NY 10010 ("Humanscale") and Niels Diffrient, a designer carrying on the business of industrial design as a sole proprietorship, with his principal place of business at 879 North Salem Road, Ridgefield, Connecticut 06877 (hereinafter referred to as "Diffrient").

- A. Humanscale and Diffrient have previously entered into agreements for the design and development of certain office products, namely seating and task lighting (hereinafter the "Design and Development Agreements");
- B. The Design and Development Agreements include a license by Diffrient to Humanscale of the right to use Diffrient's name in the marketing and sale of the products developed under the Design and Development Agreements;
- C. Humanscale owns trademark rights in the mark DIFFRIENT WORLD (the "Mark") for seating furniture, including certain trademark applications identified in Exhibit A (the "Applications"); and
- D. Diffrient now desires to acquire the entire right, title and interest to the Mark and Applications, and Humanscale now wishes to assign the Mark to Diffrient in exchange for an exclusive license to use the Mark in connection with the marketing and sale of the products developed under the Design and Development Agreements.

NOW, THEREFORE, in consideration of the above premises and of the mutual agreements, provisions and covenants contained in this Agreement and intending to be legally bound hereby, Humanscale and Diffrient hereby agree as follows:

Section 1 Assignment

- 1.1 **Assignment by Humanscale:** Humanscale hereby assigns, transfers, grants, conveys and delivers to Diffrient, its successors, assigns or other legal representatives, all of its right, title and interest in and to the Mark and the Applications (hereinafter the "Assignment"). Diffrient is to hold all right, title and interest in and to the Mark as fully and exclusively as it would have been held and enjoyed by Humanscale had the assignment in this Section 1 not been made. Humanscale shall not contest Diffrient's ownership of the Mark, including in any claim, action, arbitration, suit, inquiry or proceeding.
- 1.2 **Recording of Assignment:** Humanscale hereby authorizes Diffrient to request the relevant government entity or agency to record Diffrient as the assignee and owner of the entire right, title and interest in and to the Mark.

- 1.3 Right to Convey:** Humanscale hereby covenants that it has full right to convey the entire interest herein assigned, and that it has not executed, and will not execute, any agreement in conflict herewith.

Section 2 Humanscale Representations and Warranties

- 2.1 Representations and Warranties by Humanscale:** Humanscale hereby represents and warrants to Diffrient that: (a) Humanscale exclusively owns and possesses the Mark and has taken all necessary and desirable action to maintain and protect the Mark, including using the Mark in connection with all of the goods that are listed on the trademark application filed with the United States Patent and Trademark Office; (b) the execution, delivery and performance of this Agreement by Humanscale does not and will not violate, conflict with or result in the breach of any material term, condition, or provision of, or require the consent of any other person; (c) Humanscale has received no notice that any litigation is pending or threatened against Humanscale related to the Mark (except as may have been disclosed to Diffrient in writing prior to the execution of this Agreement); and (d) Humanscale has complied with and is presently in compliance with all foreign, federal, state, local, governmental (including, but not limited to, the Federal Trade Commission and State Attorneys General), administrative or regulatory laws, regulations, guidelines and rules applicable to the Mark.

Section 3 Miscellaneous

- 3.1 Execution/Counterparts:** This Agreement may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute on and the same agreement.
- 3.2 Entire Agreement:** This Agreement sets forth the entire understanding of the parties hereto with respect to the transactions contemplated hereby.
- 3.3 Severance:** Any provision of this Agreement which is invalid or unenforceable in any jurisdiction shall be ineffective to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable the remaining provisions hereof, and any such invalidity or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.
- 3.4 Notices:** Any notices required or permitted to be given under this Agreement shall be deemed sufficient if mailed by registered mail, postage prepaid, addressed to the party to be notified at its address shown above, or at such other address as may be furnished in writing by such party to the notifying party.
- 3.5 Complete Agreement:** This Agreement constitutes the full and complete Agreement of the parties hereto with respect to the subject matter hereof and supersedes any and all prior understandings, whether written or oral. The section headings set forth in this


Agreement are included for convenience of reference only and shall be disregarded in the construction and interpretation of any of the provisions of this Agreement.

- 3.6 Successors:** This Agreement shall inure to the benefit of and be binding on the successors and legal representatives of the parties.
- 3.7 Choice of Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of New York (without regard to the principles of conflicts of laws thereof). Any dispute involving the performance, interpretation or breach of this Agreement or the relationship created hereby, shall be brought in the Federal District Court of the Southern District of New York.

INTENDING TO BE LEGALLY BOUND, the parties have executed this Agreement on the date first above written.

ACCEPTED AND AGREED TO:

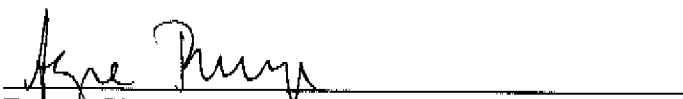
NIELS DIFFRIENT:



By: Niels Diffrient

Date: 1.14.11

HUMANSIZE CORPORATION:



By: Signe B. Purup

Title: General Counsel

Date: January 5, 2011

EXHIBIT A

Trademark	Country	Application Serial Number	Class	Date Filed
DIFFRIENT WORLD	USA	77/686,364	20	March 9, 2009
DIFFRIENT WORLD	CANADA	1,436,210	20	April 28, 2009
DIFFRIENT WORLD	BRAZIL	830309080	20	August 25, 2009
DIFFRIENT WORLD	India	1822828	20	May 27, 2009