

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
REC Design, Inc.	FORMERLY Richard Schultz Design, Inc.	03/01/2012	CORPORATION: PENNSYLVANIA

RECEIVING PARTY DATA

Name:	JMP Acquisition Company, LLC
Street Address:	1209 Orange Street
Internal Address:	The Corporation Trust Company, Corporation Trust Center
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19801
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Serial Number:	85461256	WING
Registration Number:	3306842	CAFE
Registration Number:	3306840	PETAL
Registration Number:	3290696	RICHARD SCHULTZ
Registration Number:	3290695	RICHARD SCHULTZ
Registration Number:	3290703	1966 COLLECTION
Registration Number:	3290697	2002 COLLECTION
Registration Number:	3202097	CONFETTI
Registration Number:	3202096	TOPIARY
Registration Number:	3202066	SWELL
Registration Number:	4092250	MATEO

CORRESPONDENCE DATA

Fax Number: (412)562-1041
Phone: 412-562-1639
Email: vicki.cremonese@bipc.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Correspondent Name: Carla J. Vrsansky
Address Line 1: 301 Grant Street
Address Line 2: 20th Floor
Address Line 4: Pittsburgh, PENNSYLVANIA 15219

ATTORNEY DOCKET NUMBER:	0033789-000055
NAME OF SUBMITTER:	Carla J. Vrsansky
Signature:	/Carla J. Vrsansky/
Date:	03/22/2012

Total Attachments: 8
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Agreement is made as of March 1, 2012, between REC DESIGN, INC. F/K/A RICHARD SCHULTZ DESIGN, INC., a Pennsylvania corporation ("**Assignor**") and JMP ACQUISITION COMPANY, LLC, a Delaware limited liability company ("**Assignee**").

PREAMBLE

Assignor, Assignee, Peter Schultz and Knoll, Inc. are parties to an Asset Purchase Agreement dated February 3, 2012 (the "**Purchase Agreement**"). Pursuant to the Purchase Agreement, Assignor has agreed to sell to Assignee, and Assignee has agreed to purchase from Assignor, the Intellectual Property of Assignor as defined in the Purchase Agreement. Consequently, Assignor desires to assign to Assignee, and Assignee desires to acquire from Assignor, all of the rights, title and interest that Assignor may possess in and to the Intellectual Property (as defined in the Purchase Agreement) 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. Therefore, the parties agree as follows with the intent to be legally bound.

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, 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 or other applicable jurisdiction, 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) together with the Purchase Agreement, 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.

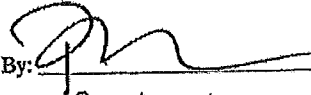
[signature page follows]

SIGNATURE PAGE TO
INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

ASSIGNOR:

ATTEST:

REC DESIGN, INC.

By: 
Title: President

ASSIGNEE:

JMP ACQUISITION COMPANY, LLC

ATTEST:

By: _____

Name: _____

Title: _____

SIGNATURE PAGE TO
INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

ASSIGNOR:

REC DESIGN, INC. F/K/A RICHARD SCHULTZ
DESIGN, INC.

ATTEST:

By: _____

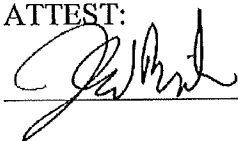
Name: _____

Title: _____

ASSIGNEE:

JMP ACQUISITION COMPANY, LLC

ATTEST:



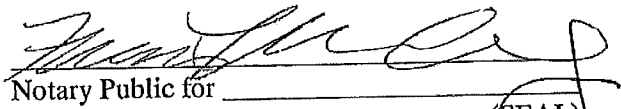
By: BSWagle

Name: Barnaby L. McCabe

Title: V.P.

STATE OF NEW YORK)
)
COUNTY OF NEW YORK) ss

On this _____ day of _____, 2012, before me, a notary public, personally appeared Peter Schultz, who acknowledged himself or herself to be the person whose name is signed to the foregoing instrument on behalf of REC Design, Inc. and that he or she executed the foregoing instrument for the purposes set forth therein.


Notary Public for _____

My Commission Expires 4/13/13

(SEAL)
THOMAS MENDER CHUNG
NOTARY PUBLIC, State of New York
Reg. No. 01CH6204181
My Commission Expires April 13, 2013

SCHEDULE

U.S. PATENTS - Pending

TITLE	Application No.	Filing Date
Table Connector System and Method of Assembly	13/352,453	01/18/2012
Chair Connector System and Method of Assembly	13/334,987	12/22/2011
Chaise Lounge	29/402,281	09/22/2011
Chair	29/402,262	09/22/2011
Rectangular Table with Y Cross Brace	29/373,122	03/02/2011
Square Table with X Cross Brace	29/373,121	03/02/2011

U.S. PATENTS - Issued

TITLE	Patent No.	Issue Date
Chair	D650,194	12/13/2011
Chair	D649,798	12/06/2011
Armless Bar Chair	D634,132	03/15/2011
Table	D628,408	12/07/2010
Dining Table	D624,336	09/28/2010
Single-Seat Wing Chair	D619,386	07/13/2010
Wing Chair	D619,385	07/13/2010
Table	D615,778	05/18/2010
Chair Frame	D554,916	11/13/2007
Interior Weld and Improved Sling	7,008,021	03/07/2006
Chair	D511,421	11/15/2005
Café Table	D438,033	02/27/2001
Stacking Chair	D430,415	09/05/2000

TITLE	Patent No.	Issue Date
Cushioned Lounge Chair	D415,903	11/02/1999
Bench Seat	D411,383	06/22/1999
Arm Chair	D406,949	03/23/1999
Chair	D402,817	12/22/1998

U.S. TRADEMARKS - Pending

TITLE	Application No.	Filing Date
WING	85/461,256	11/01/2011

U.S. TRADEMARKS - Registered

TITLE	Application No.	Issue Date
CAFE	3,306,842	10/09/2007
PETAL	3,306,840	10/09/2007
RICHARD SCHULTZ	3,290,696	09/11/2007
RICHARD SCHULTZ and Design	3,290,695	09/11/2007
1966 COLLECTION	3,290,703	09/11/2007
2002 COLLECTION	3,290,697	09/11/2007
CONFETTI	3,202,097	01/23/2007
TOPIARY	3,202,096	01/23/2007
SWELL	3,202,066	01/23/2007
MATEO	4,092,250	01/24/2012