

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM384021

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
FocalUprightFurniture, LLC		05/09/2016	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Safco Products Co.		
<b>Street Address:</b>	5600 North Highway 169		
<b>City:</b>	Minneapolis		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55428		
<b>Entity Type:</b>	Corporation: MINNESOTA		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86845520		
<b>Registration Number:</b>	4496244	MOGO	
<b>Registration Number:</b>	4433775	FOCAL UPRIGHT OFFICE	
<b>Registration Number:</b>	4426478	FOCAL UPRIGHT	
<b>Registration Number:</b>	4355207	LOCUS	
<b>Registration Number:</b>	4407801	FOCAL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6124927077		
<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>			
<b>Phone:</b>	6124927000		
<b>Email:</b>	ip@fredlaw.com		
<b>Correspondent Name:</b>	Patricia A. Larson, Senior Paralegal		
<b>Address Line 1:</b>	Fredrikson & Byron, P.A.		
<b>Address Line 2:</b>	200 S. Sixth Street, Suite 4000		
<b>Address Line 4:</b>	Minneapolis, MINNESOTA 55402-1425		
<b>NAME OF SUBMITTER:</b>	Patricia A. Larson		
<b>SIGNATURE:</b>	/Patricia A. Larson/		
<b>DATE SIGNED:</b>	05/11/2016		

OP \$165.00 86845520

**Total Attachments: 8**

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## **INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT**

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “IP Assignment Agreement”) is made as of May 9, 2016, between Safco Products Co., a Minnesota corporation (the “Purchaser”), and FocalUprightFurniture, LLC, a Delaware limited liability company (the “Seller”), pursuant to, and subject to the terms of, that certain Asset Purchase Agreement, by and among the Purchaser, the Seller, and certain equity owners of the Seller named therein, of even date herewith (the “Purchase Agreement”). Capitalized terms used but not defined herein shall have the meanings set forth in the Purchase Agreement.

WHEREAS, pursuant to the Purchase Agreement, the Seller has agreed to convey to the Purchaser all of the Seller’s rights, title, and interests in and to all of the Seller’s Intellectual Property (the “Transferred Intellectual Property”), including those listed on Exhibit A attached hereto;

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The Seller does hereby absolutely, irrevocably and unconditionally sell, assign, convey, transfer and deliver to the Purchaser, its successors and assigns, all of the Seller’s right, title and interest in and to the Transferred Intellectual Property. This is a transfer and conveyance by the Seller to the Purchaser of good and valid title to the Transferred Intellectual Property, free and clear of all Liens.

2. The Purchaser does hereby accept the assignment set forth above.

3. This IP Assignment Agreement may not be amended or terminated except by a written instrument duly signed by each of the parties hereto. This IP Assignment Agreement shall inure to the benefit of, and be binding upon, each of the parties hereto and their respective successors and assigns.

4. Nothing in this IP Assignment Agreement, expressed or implied, is intended or shall be construed to confer upon or give to any Person other than the Purchaser and the Seller, their successors and assigns, any remedy or claim under or by reason of this instrument or any term, covenant or condition hereof, and all of the terms, covenants, conditions, promises and agreements contained in this instrument shall be for the sole and exclusive benefit of the Purchaser and the Seller, their successors and assigns.

5. All issues and questions concerning the construction, validity, enforcement and interpretation of this IP Assignment Agreement will be governed by the governing law, exclusive venue, jury trial waiver, and other provisions set forth in Section 8.8 of the Purchase Agreement, all of which are hereby incorporated herein by reference.

6. Nothing in this IP Assignment Agreement supersedes, expands, or extinguishes any of the obligations, agreements, covenants, representations or warranties of the Seller or the


other parties contained in the Purchase Agreement. This IP Assignment Agreement shall be subject to the terms, conditions and covenants set forth in the Purchase Agreement and any conflict or inconsistency exists between this IP Assignment Agreement and the Purchase Agreement, then the terms of the Purchase Agreement shall control.

7. This Agreement may be executed in multiple counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties delivered to the other party, it being understood that all parties need not sign the same counterpart. Copies of this Agreement with signatures transmitted by facsimile or electronically (*e.g.*, pdf) shall be deemed to be original signed versions of this Agreement.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the parties have executed this Intellectual Property Assignment Agreement to be effective as of the date first above written.

**FOCALUPRIGHTFURNITURE, LLC**

By: \_\_\_\_\_

Name: Martin Keen

Title: Chief Executive Officer

**SAFCO PRODUCTS CO.**

By: \_\_\_\_\_

Name: Michael Fiterman

Title: Chairman and Chief Executive Officer

*[Signature page to Intellectual Property Assignment Agreement]*

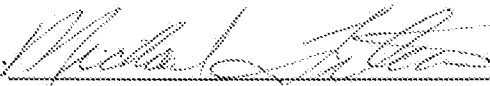
**TRADEMARK**  
**REEL: 005790 FRAME: 0868**

IN WITNESS WHEREOF, the parties have executed this Intellectual Property Assignment Agreement to be effective as of the date first above written.

**FOCALUPRIGHTFURNITURE, LLC**

By: \_\_\_\_\_  
Name: Martin Keen  
Title: Chief Executive Officer

**SAFCO PRODUCTS CO.**

By:  \_\_\_\_\_  
Name: Michael Fiterman  
Title: Chairman and Chief Executive Officer

*[Signature page to Intellectual Property Assignment Agreement]*

**EXHIBIT A**  
**Intellectual Property**

Business, trade names, phone numbers:

<b>Legal Business Name</b>	<b>DBA</b>	<b>Telephone #s</b>
FocalUprightFurniture, LLC	Focal Upright	888.266.1011
	Focal	401.694.0150
		401.694.0151
		401.694.0152
		401.694.0153

Social Media Accounts:

<https://www.facebook.com/FocalUprightFurniture>  
<https://www.instagram.com/focalupright/>  
<https://plus.google.com/+Focaluprightfurniture/posts>  
<https://www.linkedin.com/company/focal-upright-furniture-llc>  
<https://www.pinterest.com/focalupright/>  
Twitter: @focalupright  
<http://focalupright.tumblr.com/>  
<http://www.slideshare.net/FocalUpright>  
Periscope

Domain Names:

focalupright.com  
focalupright.net  
focaluprightfurniture.com  
focaluprightoffice.com  
focaluprightoffice.net  
focaluprightseat.co  
focaluprightseat.com  
focaluprightseat.net  
humankickstand.com  
locusworkstation.com  
thehumankickstand.com  
totalofficetakeover.com  
focaluprightfurniture.info  
focaluprightfurniture.net  
focaluprightfurniture.org  
uprightoffice.com

Website:

[www.focalupright.com](http://www.focalupright.com) with numerous sub-domains


<http://store.focalupright.com/>

Google Apps

Trademarks:

Trademark	Serial/Reg. No	Filing/Reg. Date	Country	Owner	Goods/Services
<b>FOCAL</b>	<b>Reg 1132359</b>	<b>Reg 03-AUG-2012</b>	International Register, designating the following countries: Australia, Austria, Benelux, China (refused), Denmark, Finland, France, Germany, Greece, Ireland, Italy, Japan, Norway, Poland, Portugal, Singapore (refused), South Korea, Spain, Sweden, Switzerland, United Kingdom	FocalUprightFurniture, LLC	<b>20</b> Furniture, excluding home theatre and acoustic studio furniture, namely, stands and sound diffusers.
<b>FOCAL UPRIGHT OFFICE</b>	<b>Reg 1160710</b>	<b>Reg 11-APR-2013</b>	International Register, designating the following countries: Australia, Austria, Benelux, China (refused), Denmark (refused), Finland, France, Germany, Greece, Ireland, Italy, Japan, Norway, Poland, Portugal, Singapore, South Korea, Spain, Sweden, Switzerland, United Kingdom	FocalUprightFurniture, LLC	<b>20</b> Furniture, excluding home theatre and acoustic studio furniture featuring stands and sound diffusers.
<b>LOCUS</b>	<b>Reg 1134497</b>	<b>Reg 24-SEP-2012</b>	International	FocalUprightFurniture, LLC	<b>20</b> Furniture.



Trademark	Serial/Reg. No	Filing/Reg. Date	Country	Owner	Goods/Services
			Register designating the following countries: Australia, Austria, Benelux, China (refused), Denmark, Finland, France, Germany, Greece, Ireland, Italy, Japan (refused), Norway, Poland (refused), Portugal, Singapore, South Korea, Spain, Sweden, Switzerland, United Kingdom		
	App 86845520	App 10-DEC-2015	U.S.	FOCALUPRIGHTFURNITURE, LLC	INT. CL. 20 FURNITURE
FOCAL	App 85535092 Reg 4407801	App 06-FEB-2012 Reg 24-SEP-2013	U.S.	FOCALUPRIGHTFURNITURE, LLC	INT. CL. 20 FURNITURE, EXCLUDING HOME THEATRE AND ACOUSTIC STUDIO FURNITURE, NAMELY, STANDS AND SOUND DIFFUSERS
FOCAL UPRIGHT	App 85693006 Reg 4426478	App 01-AUG-2012 Reg 29-OCT-2013	U.S.	FOCALUPRIGHTFURNITURE, LLC	INT. CL. 20 FURNITURE, EXCLUDING HOME THEATRE AND ACOUSTIC STUDIO FURNITURE FEATURING STANDS AND SOUND DIFFUSERS
FOCAL UPRIGHT OFFICE	App 85758621 Reg 4433775	App 19-OCT-2012 Reg 12-NOV-2013	U.S.	FOCALUPRIGHTFURNITURE, LLC	<b>Goods and Services:</b> INT. CL. 20 FURNITURE, EXCLUDING HOME THEATRE AND ACOUSTIC STUDIO FURNITURE FEATURING STANDS AND SOUND DIFFUSERS
LOCUS	App 85599682 Reg 4355207	App 17-APR-2012 Reg 18-JUN-2013	U.S.	FOCALUPRIGHTFURNITURE, LLC	INT. CL. 20 FURNITURE
MOGO	App 85909275 Reg 4496244	App 19-APR-2013 Reg 11-MAR-2014	U.S.	FOCALUPRIGHTFURNITURE, LLC	INT. CL. 20 SEATING FURNITURE, EXCLUDING COMPUTER FURNITURE

U.S. Patents & Applications:

App. No.	Filing Date	Publication No.	Publication Date	Patent No.	Issue Date	Title	Status	Owner
29/422,095	05-16-2012			D697,328	01-14-2014	Upright Seat	Active	FOCALUPRIGHT FURNITURE, LLC
29/422,098	05-16-2012			D681,979	05-14-2013	Desk	Active	FOCALUPRIGHT FURNITURE, LLC
61/647,899	05-16-2012					Upright Active-Sitting Seat	Expired	FOCALUPRIGHT FURNITURE, LLC
29/452,378	04-16-2013			D716,570	11-04-2014	Portable Seat	Active	FOCALUPRIGHT FURNITURE, LLC
29/453,511	04-30-2013					Standalone Upright Seat	Abandoned	FOCALUPRIGHT FURNITURE, LLC
13/890,557	05-09-2013	20130306831	11-21-2013			Upright Active-Sitting Seat	Pending	FOCALUPRIGHT FURNITURE, LLC
29/498,665	08-06-2014			D741,073	10-20-2015	Upright Seat	Active	FOCALUPRIGHT FURNITURE, LLC

Foreign Patents & Applications:

App. No.	Filing Date	Publication No.	Publication Date	Patent No.	Issue Date	Title	Status	Owner
CA2815599	05-13-2013			D697,328	01-14-2014	UPRIGHT ACTIVE-SITTING SEAT	Active	FOCALUPRIGHT FURNITURE, LLC