



Design – US CHAIR (WEB CHAIR – GROUP II)	Appl. No. 29/179,125
Utility – US Provisional TOLLESON RACEWAY	Expired, no non-provisional application filed
CHAIR BACK & CHAIR FORMED THEREWITH (WEB CHAIR)	Appl. No. 10/170,534
Utility – US FLEXIBLE SUPPORT FOR A CHAIR BACKREST	Application number pending. Filed November 17, 2003 Inventor William B. Raftery

## **PATENT ASSIGNMENT**

This Patent Assignment (this "Assignment") is made effective this 5<sup>th</sup> day of January, 2004, by and among Paoli, Inc., an Indiana corporation ("Paoli"), Orleans Corporate Services, Inc., a Delaware corporation ("Orleans" and together with Paoli, the "Assignors"), and HON Technology Inc., an Iowa corporation ("Assignee"). Capitalized terms used herein and not defined shall have the meaning assigned to them in the Asset Purchase Agreement (as defined below).

WHEREAS, Assignors, Assignee, Klaussner Furniture Industries, Inc., a North Carolina corporation, PIA Inc., an Iowa corporation, and HON INDUSTRIES Inc., an Iowa corporation, have entered into an Asset Purchase Agreement, dated as of December 16, 2003, as amended through the date hereof (the "Asset Purchase Agreement"), pursuant to which Assignors have sold substantially all of their assets and assigned certain of their liabilities related to the Business (as defined in the Asset Purchase Agreement), which includes the patents and patent applications listed on Schedule A attached hereto, including all continuations, continuations-in-part, divisionals, or foreign equivalents (collectively, the "Patents"), to Assignee;

WHEREAS, Assignors have agreed to assign to Assignee all of Assignors' right, title and interest in and to the Patents.

NOW, THEREFORE, in consideration of the premises set forth above and in the Asset Purchase Agreement and for other good and valuable consideration, the receipt of which is hereby acknowledged:

Assignors hereby sell, assign, transfer, set over and deliver to Assignee, Assignors' entire right, title and interest in and to the Patents, the same to be held and enjoyed by said Assignee, its successors, permitted assigns or legal representatives, together with income, royalties, damages or payments due on or after the date hereof, including, without limitation, all claims for damages or payments by reason of infringement or unauthorized use of the Patents, along with the right to sue for past infringements and collect same for Assignee's sole use and enjoyment.

\* \* \* \* \*

IN WITNESS WHEREOF, each Assignor has caused this Assignment to be executed by its duly authorized officer as of the date first written above.

PAOLI, INC.

Thomas A. Tolone  
By: Thomas A. Tolone  
Its: President

ORLEANS CORPORATE SERVICES, INC.

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

STATE OF INDIANA  
COUNTY OF ORANGE

On this 2<sup>ND</sup> day of January, 2004, before me personally came THOMAS A. TOLONE, to me known who, being duly sworn, did depose and say that he resides in the State of INDIANA, and that he signed his name hereto.

MY COMMISSION EXPIRES  
APRIL 16, 2009

Naomi Heinz  
Notary Public NAOMI HEINZ

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

On this \_\_\_\_ day of January, 2004, before me personally came \_\_\_\_\_, to me known who, being duly sworn, did depose and say that he resides in the State of \_\_\_\_\_, and that he signed his name hereto.

\_\_\_\_\_  
Notary Public

IN WITNESS WHEREOF, each Assignor has caused this Assignment to be executed by its duly authorized officer as of the date first written above.

PAOLI, INC.

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

Its: \_\_\_\_\_

ORLEANS CORPORATE SERVICES, INC.

David O. Bryant  
By: David O. Bryant  
Its: Vice President

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

On this \_\_\_\_ day of January, 2004, before me personally came \_\_\_\_\_, to me known who, being duly sworn, did depose and say that he resides in the State of \_\_\_\_\_, and that he signed his name hereto.

\_\_\_\_\_  
Notary Public

STATE OF North Carolina  
COUNTY OF Randolph

On this 2nd day of January, 2004, before me personally came David O. Bryant, to me known who, being duly sworn, did depose and say that he resides in the State of North Carolina, and that he signed his name hereto.

John M. Howard  
\_\_\_\_\_  
Notary Public

**Schedule A**

<b>Type - Title (Product Name)</b>	<b>Details</b>
Design - US CHAIR (TIVOLI)	Pat. No. Des. 408,165 Issued 4/20/99
Design - Australia CHAIR (TIVOLI)	Reg. No. 137960 Issued 7/30/99
Design - Canada CHAIR (TIVOLI)	Reg. No. 87785 Issued 10/15/99
Design - France CHAIR (TIVOLI)	Reg. Nos. 537035, 537040 (Abandoned)
Design - Germany CHAIR (TIVOLI)	Reg. No. 49811773.1 Issued 5/18/99 (Abandoned)
Design - Italy CHAIR (TIVOLI)	Appl. No. 00077121 (Abandoned)
Design - Japan CHAIR (TIVOLI)	Reg. No. 1065624 Issue 12/24/99 (Abandoned)
Design - New Zealand CHAIR (TIVOLI)	Reg. No. 29833 Issue 06/05/98
Design - U.K. CHAIR (TIVOLI)	Reg. No. 2079615 Issue 06/05/98
Design - US CHAIR ARM	Pat. No. 408,663 Issued 4/27/99
Utility - US MODULAR OFFICE FURNITURE SYSTEM (VILLAGE WALL)	Pat. No. 6,189,268 Issued 2/20/01
Design - US FURNITURE LEG	Pat. No. D450,497 Issued 11/20/01
Design - US ELECTRICAL RACEWAY	Pat. No. D464,937 Issued 10/29/02
Design - US CHAIR (WEB CHAIR)	Pat. No. D479,416 Issued 9/9/03
Design - US CHAIR (WEB CHAIR - Group I)	Pat. No. D483,583 Issued 12/16/03