

10-24-2005



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To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

LONG, James B.

2. Name and address of receiving party(ies)

Name: Herman Miller, Inc.

Internal Address: MS 0442

P.O. Box 302

Street Address: 855 East Main Avenue

City: Zeeland

State: Michigan

Country: USA Zip: 49464-0302

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) December 6, 2004

☒ Assignment

☐ Merger

☐ Security Agreement

☐ Change of Name

☐ Joint Research Agreement

☐ Government Interest Assignment

☐ Executive Order 9424, Confirmatory License

☐ Other _____

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application or patent number(s):

☐ This document is being filed together with a new application.

A. Patent Application No.(s)

60/408,149

PCT/US03/27584

10/526,654

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

5. Name and address to whom correspondence concerning document should be mailed:

Name: Thomas L. Lockhart

Internal Address: VARNUM, RIDDERING,

SCHMIDT & HOWLETT LLP

Street Address: Bridgewater Place

Post Office Box 352

City: Grand Rapids

State: Michigan Zip: 49501-0352

Phone Number: (616) 336-6000

Fax Number: (616) 336-7000

Email Address: patents@varnumlaw.com

6. Total number of applications and patents involved: 3

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 120.00

☐ Authorized to be charged by credit card

☒ Authorized to be charged to deposit account

☐ Enclosed

☐ None required (government interest not affecting title)

8. Payment Information

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 22-0257

Authorized User Name Varnum, Riddering

9. Signature:

Signature

Date

THOMAS L. LOCKHART

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 5

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

PATENT
REEL: 017102 FRAME: 0715

ASSIGNMENT

WHEREAS, LONG, James B.
residing at 3345 Breton Valley Dr., S.E., Kentwood, Michigan, 49512
(hereinafter "Assignor") has invented certain new and useful improvements in:
RAIL SYSTEM

for a full description of which reference is here made to an application for Letters Patent of the United States of America executed by Assignor as of the respective dates associated with his/her name herein; and

WHEREAS, Herman Miller, Inc.
a corporation of the State of Michigan, having its principal office and place of business in the City of Holland, County of Ottawa, State of Michigan, (hereinafter "Assignee") is desirous of acquiring the entire right, title, and interest in, to, and under said invention and application above-identified, and in, to, and under any Letters Patent that may be obtained for said invention, together with all foreign rights corresponding thereto, as hereinafter more fully set forth.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN, be it known that, for and in consideration of the sum of One Dollar (\$1.00), and other valuable and legally sufficient consideration, the receipt of which by Assignor from Assignee is hereby acknowledged, Assignor has agreed to sell, assign, and transfer and by these presents does hereby sell, assign, and transfer unto Assignee the entire right, title, and interest in, to, and under: said invention and application above identified; any Letters Patent of the United States of America that may be obtained in respect thereof; any corresponding applications for Letters Patent and Letters Patent therefor in all other areas of the world; and any reissues, extensions, substitutions, confirmations, divisions, and continuations of any of the foregoing (hereinafter "Invention Rights"), to have and to hold for the sole and exclusive use and benefit of Assignee forever.

Assignor hereby covenants and agrees, for himself/herself and for his/her respective legal representatives, to assist and cooperate with Assignee in the preparation and prosecution of any applications included within the Invention Rights and in the prosecution or defense of any interference, opposition, or other proceeding that may arise in connection with any applications or Letters Patent included within the Invention Rights and further to execute and deliver to Assignee any and all additional papers that may be requested by Assignee for the purpose of implementing the terms of this ASSIGNMENT.

Assignor hereby authorizes and empowers Assignee to invoke and claim for any applications or Letters Patent included within the Invention Rights the benefit of any rights to which Assignor might be entitled under international law or under the laws of any particular country (such as, without limitation, the right of priority provided by the International Convention for the Protection of Industrial Property, as amended) and to invoke and claim such rights without further written or oral authorization from Assignor.

Assignor hereby consents that a copy of this ASSIGNMENT shall be deemed a full legal and formal equivalent of any assignment, consent to file, or like document that may be required in any particular country for any purpose and more particularly in proof of the right of Assignee to claim the aforesaid benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended.

Assignor covenants and agrees that this ASSIGNMENT and all of the terms hereof shall inure to the benefit of the successors, assigns, legal representatives, or nominees of Assignee, without further written or oral authorization from Assignor.

Assignor hereby authorizes and requests Assignee to fill in the following blanks specifying the United States Serial No. and filing date for said application above identified:

U.S. Serial No. PCT/US03/27584
Filed September 4, 2003

but Assignee's failure to do so shall have no bearing whatsoever upon the validity or legal effect of this ASSIGNMENT.

Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States Patent and Trademark Office to issue Letters Patent to Assignee in accordance with the terms of this ASSIGNMENT.

IN TESTIMONY WHEREOF, the said Assignor has hereunto set his/her hand on the date indicated below.

Dated: 12-6-04 SIGNATURE: James B Long
NAME: James B. Long

STATE OF Michigan)
) ss.
COUNTY OF Alcona)

On this 6th day of December, 2004, personally appeared before me the above-named James Long, to me known and known to me to be the person described in and who executed the foregoing instrument and acknowledged the same to be his/her free act and deed in and for the purposes set forth in said instrument.

Janet K. Heutings
Notary Public, Alcona County, Michigan
My commission expires: April 14, 2007
* Acting in Allegan County

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