

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Aspen Furniture Designs, Inc.	07/28/2003

RECEIVING PARTY DATA

Name:	Furniture Designs by Aspen (Mauritius) Limited
Street Address:	United Docks Building
Internal Address:	Cathedral Square
City:	Port Louis
State/Country:	MAURITIUS

PROPERTY NUMBERS Total: 7

Property Type	Number
Patent Number:	D459107
Patent Number:	D441567
Patent Number:	6158829
Patent Number:	6241329
Patent Number:	6612665
Application Number:	10198204
Patent Number:	D479411

CORRESPONDENCE DATA

Fax Number: (602)253-8129

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 602-528-4000

Email: PHXIP@SSD.COM

Correspondent Name: SQUIRE SANDERS & DEMPSEY LLP

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Address Line 2: SUITE 2700

Address Line 4: PHOENIX, ARIZONA 85004-4498

PATENT

500578136

REEL: 021147 FRAME: 0819

CH \$280.00 D459107

ATTORNEY DOCKET NUMBER:

065717.00002

NAME OF SUBMITTER:

Julie Brown

Total Attachments: 7

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ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (this "Assignment") is executed as of the 28th day of July 2003, by and between ASPEN FURNITURE DESIGNS, INC., an Arizona corporation ("Assignor"), and FURNITURE DESIGNS BY ASPEN (MAURITIUS) LIMITED, a corporation formed in Mauritius ("Assignee").

RECITALS

A. Assignor formerly was in the business of designing, manufacturing, marketing, distributing and selling furniture, and related products and services (the "Business"), but has determined that its business in the furniture industry in the future will be limited to providing services to third parties for the advertising and marketing of furniture and related products;

B. Assignor is the owner of all right, title and interest in and to the trademarks, logos, tradenames and patents relating to the Business listed on Schedule A (collectively, the "IP"); and

C. Assignor has determined that the IP referred to in Recital B above are not necessary for the advertising and marketing of furniture and related products.

AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment. Effective December 12, 2002 (the "Effective Date"), Assignor hereby transfers, assigns and conveys to Assignee all of Assignor's United States and foreign rights, title and interest in, to and under all of the IP and all rights it may have in any patent, trademark, tradename, logo or other intellectual property together with the goodwill of the Business associated with the IP and the United States and foreign registrations, if any, thereof.

2. Assumption. Effective as of the Effective Date, Assignee hereby accepts such assignment and assumes and agrees to pay all amounts and perform all obligations of the Assignor to be paid or performed under, or in connection with, the IP arising from and after the Effective Date.

3. Assignment Fee. Assignee shall pay to Assignor an amount as reasonably determined between Assignor and Assignee for such assignment.

4. Captions or Headings. The captions or headings of the sections of this Assignment are for convenience only, and shall not control or affect the meaning or construction of any of the terms or provisions of this Assignment.

5. Successors and Assigns. All of the terms, covenants and conditions set forth herein shall be binding upon and shall inure to the benefit of, Assignor and Assignee and their successors and assigns.

6. Modification. No change, alteration, amendment, modification or waiver of any of the terms or provisions hereof shall be valid, unless the same shall be in writing and signed by the parties hereto.

7. Applicable Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Arizona.

8. Binding Effect. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.

9. Counterparts. This Assignment may be executed in one or more counterparts, each such counterpart, whether original or facsimile; shall be deemed an original hereof and all such counterparts taken together shall constitute one and the same instrument.

10. Third Party Beneficiary. The parties agree that this Assignment is solely for the benefit of the parties hereto and that no other person shall be entitled to the benefits or to enforce any of the promises hereof.

[Signature page follows]

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date set forth above.

ASSIGNOR:

ASPEN FURNITURE DESIGNS, INC.,
an Arizona corporation

By: 

Name: Richard W. MacMillan

Its: President

ASSIGNEE:

FURNITURE DESIGNS BY ASPEN
(MAURITIUS) LIMITED,
a corporation formed in Mauritius

By: 

Name: G.B. HARDY & M. KWAN PANG

Its: DIRECTORS

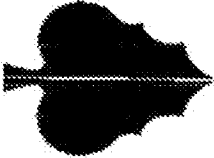
EXHIBIT A


IP

PATENTS			
SSD Ref. No.	Title	Application or Patent No.	Status
57120.00012	Computer Desk (Design Patent)	D459,107	Issued June 25, 2002. Expires June 25, 2016.
57120.00013	Computer Armoire (Design Patent)	D441,567	Issued May 8, 2001. Expires May 8, 2015.
57120.00014	Computer Keyboard Enclosure with Work Surface	6,158,829	Issued December 12, 2000. First maintenance fee due by June 12, 2004.
57120.00015	Modular Furniture with Covered Wire Passage	6,241,329	Issued June 5, 2001. First maintenance fee due December 5, 2004.
57120.00016	Computer Keyboard Enclosure with Work Surface	09/728,642	Pending , filed December 1, 2000. Divisional application of patent no. 6,158,829; filed grant fee and comments on 6-16-03.

57120.00025	Furniture System Supporting Entertainment Electronics in Range of Widths	10/198,204	Pending , filed July 17, 2002.
			Awaiting first Office Action.
57120.00026	Entertainment Furniture System (Design Application)	29/164,171	Pending , filed July 17, 2002.
			Grant fee and comments due on 6-24-03.

TRADEMARKS

Mark	Goods/ Services	Application Number	Filing Date	Status
ASPEN FURNITURE	Retail furniture store services.	76/415,418	23-May-02	Pending
ASPEN FURNITURE	Furniture; namely tables, chairs, bookcases, tea carts, cabinets, wall systems/units, drawer chests, drawer dressers, armoires, nightstands, desks, bedroom furniture, computer furniture and entertainment center furniture.	76/415,417	23-May-02	Pending
	Retail furniture services.	76/415,416	23-May-02	Pending

	<p>Furniture; namely, tables, chairs, bookcases, tea carts, cabinets, wall systems/units, drawer chests, drawer dressers, armoires, nightstands, desks, bedroom furniture, computer furniture and entertainment center furniture.</p>	<p>7/6/415,415</p>	<p>23-May-02</p>	<p>Pending</p>
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