

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Westinghouse Electric Corporation	03/21/1996
RECEIVING PARTY DATA	
Name:	Knoll, Inc.
Street Address:	1235 Water Street
City:	East Greenville
State/Country:	PENNSYLVANIA
Postal Code:	18041
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	5791733
CORRESPONDENCE DATA	
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ATTORNEY DOCKET NUMBER:	0033788-000011
NAME OF SUBMITTER:	Carla J. Vrsansky
Total Attachments: 3 source=US Patent 5791733 Westinghouse to Knoll Assignment#page1.tif source=US Patent 5791733 Westinghouse to Knoll Assignment#page2.tif source=US Patent 5791733 Westinghouse to Knoll Assignment#page3.tif	

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ASSIGNMENT OF UNITED STATES PATENTS

WHEREAS, Westinghouse Electric Corporation, a Pennsylvania corporation organized and existing under the laws of the Commonwealth of Pennsylvania and having its principal place of business located at Gateway Center, 11 Stanwix Street, Pittsburgh, Pennsylvania (hereinafter called "Assignor"), is the owner of the entire right, title and interest in and to the United States patent applications listed in the attached Schedule A (hereinafter called the "Patents");

WHEREAS, Knoll, Inc., a company organized and existing under the laws of the State of Delaware and having a principal place of business located at 1235 Water Street, East Greenville, Pennsylvania (hereinafter called "Assignee"), is desirous of acquiring the entire right, title and interest in and to said Patents;

WHEREAS, Assignor has agreed to assign said Patents to T.K.G. Acquisition Corp. ("Buyer") or an affiliate thereof designated by Buyer pursuant to the terms and conditions of the Stock Purchase Agreement (the "Purchase Agreement"), dated as of December 20, 1995 by and between Assignor and Buyer; and

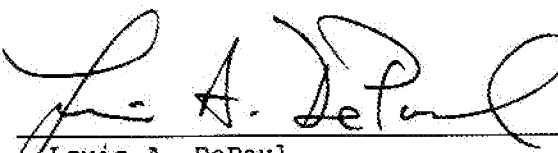
WHEREAS, Buyer has requested that Assignor assign said Patents to Assignee.

NOW, THEREFORE, in consideration of payment by Buyer to Assignor in connection with the sale of The Knoll Group, Inc. and certain affiliated entities to Buyer by Assignor pursuant to the Purchase Agreement, Assignor by these presents does hereby: (1) convey, assign, transfer and set over unto Assignee and the successors, assigns and legal representatives of Assignee, the entire right, title and interest in and to the Patents; (2) does hereby

sell, assign and set over unto Assignee, its successors and assigns, any and all claims, demands or rights of action which it has or might have by reason of any infringement of the Patents prior to the date of this Assignment, together with the right to prosecute such claims, demands or rights of action in Assignee's own name and to retain any recovery obtained thereby.

IN WITNESS WHEREOF, Assignor expressly intending to be legally bound thereby, has caused this Agreement to be duly executed this 21st day of March, 1996.

WESTINGHOUSE ELECTRIC CORPORATION
(Assignor)

By: 
Louis A. DePaul
Assistant General Counsel

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SCHEDULE A

<u>Docket No.</u>	<u>Application Serial No.</u>	<u>Filing Date</u>
58,088C	08/599,433	January 18, 1996
58,727	08/599,019	February 9, 1996
58,925	08/608,261	February 28, 1996