

Form PTO-1594
(Rev. 6-93)

U.S. Department of Commerce
Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO THE ASSISTANT COMMISSIONER FOR TRADEMARKS: PLEASE RECORD THE ATTACHED ORIGINAL DOCUMENTS OR COPY THEREOF

1. Name of conveying party(ies):
Tab Products Co.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State - Delaware

Other _____

Additional name(s) of conveying party(ies) attached? yes no

2. Name and address of receiving party(ies):
Name: Tab Operating Co., LLC

Internal Address: _____

Street Address: 605 Fourth Street

City: Mayville State: WI Zip: 53050

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other Delaware limited liability company

If assignee is not domiciled in the United States, a domestic representative designation is attached: yes no
(Designation must be a separate document from Assignment)

Additional name(s) & address(es) attached? yes no

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: December 31, 2002

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s): 75/722687

B. Trademark Registration No.(s): 984987, 984988
1017443, 2053744, 1340758, 0670924, 1217504,
2085145, 1221190, 1222541, 1588560, 1170959, 1838943,
1215860, 2401729, 1810803, 2347206, 1240380

Additional numbers attached? yes no

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

Name: Daniel B. Runk

Internal Address: Keating, Muething & Klekamp, P.L.L.C.

Street Address: 1400 Provident Tower, One E. 4th Street

City: Cincinnati State: Ohio Zip: 45202

6. Total number of applications and registrations involved: 19

7. Total fee (37 CFR 3.41): \$ 490.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: 500735
(Attached duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature:

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Daniel B. Runk



4-14-03

Name of Person Signing

Signature

Date

TOTAL NUMBER OF PAGES COMPRISING COVER SHEET: 2

1055276.1

AGREEMENT

THIS CONTRIBUTION AGREEMENT ("Agreement") is made as of December 31, 2002 between TAB OPERATING CO., LLC, a Delaware limited liability company (the "Company"), and TAB PRODUCTS CO., a Delaware corporation ("Old Tab").

RECITALS:

WHEREAS, Old Tab has caused the Company to be formed under the Delaware Limited Liability Company Act (the "Delaware Act") on December 18, 2002 for the purpose of operating the document management products business conducted by Old Tab prior to the Closing (as defined hereinafter); and,

WHEREAS, Old Tab desires to provide for the capitalization of the Company and also for the contribution by Old Tab to the Company of substantially all Old Tab's assets and properties, all on the terms and conditions hereinafter set forth; and,

WHEREAS, the contribution by Old Tab of its assets and properties contemplated by this Agreement is intended to comply with Section 721 of the Internal Revenue Code of 1986, as amended;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter set forth, the parties hereto, intending to be legally bound, hereby agree as follows:

ARTICLE I.

CONTRIBUTION OF ASSETS AND PROPERTIES BY OLD TAB

Section 1.1 *Description of Old Tab Assets.* As of the date hereof, Old Tab owns assets used or useable in its conduct of its document management products business ("Old Tab Business"), including the assets and properties set forth on or reflected on the unaudited balance sheet of Old Tab dated as of November 30, 2002 (the "Old Tab Balance Sheet") (collectively, the "Old Tab Assets"). A true, complete and correct copy of the Old Tab Balance Sheet is attached hereto and incorporated herein as Exhibit A. The Old Tab Assets include (without limitation):

(a) the fee interest in the real property described on Exhibit B attached hereto and incorporated herein (the "Old Tab Real Estate");

(b) all the facility and equipment leases, contracts, licenses, agreements and understandings related to the Old Tab Business (the "Old Tab Contracts"), including those listed on Exhibit C attached hereto and incorporated herein;

(c) all items of tangible personal property owned by Old Tab, including motor vehicles, equipment, furniture, inventories and supplies;

(d) all cash, cash equivalents and marketable investments of Old Tab ;

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(e) all accounts receivable, notes receivable and other receivables arising out of the conduct of the Old Tab Business prior to, and in existence as of, the Closing;

(f) all of Old Tab's right, title and interest in and to the corporate and trade name Tab Products Co. and other intellectual property (patents, trademarks, service marks or copyrights) used or usable in the Old Tab Business; and,

(g) all other assets or properties, tangible or intangible, real, personal or mixed, owned by Old Tab and used or useable in the Old Tab Business, including (without limitation) all issued and outstanding capital stock of Old Tab's subsidiaries.

Section 1.2 Contribution of Old Tab Assets; Assumption of Disclosed Old Tab Liabilities. At the closing of the transactions hereby contemplated (the "Closing"), which shall be effective for all purposes as of 12:59:59 p.m., on December 31, 2002, Old Tab shall contribute, assign, convey and transfer the Old Tab Assets to the Company in exchange for (i) the assumption by the Company of the liabilities and obligations of Old Tab (A) as reflected in the Old Tab Balance Sheet (to the extent not discharged between the date of the Old Tab Balance Sheet and the Closing) or incurred in the ordinary course of Old Tab Business between the date of the Old Tab Balance Sheet and the Closing; (B) constituting Old Tab's current obligations under the Old Tab Contracts; or (C) as otherwise disclosed to the Company pursuant to this Agreement (collectively, the "Disclosed Old Tab Liabilities"); and (ii) the issuance by the Company to Old Tab of Ten Thousand (10,000) units of membership interest ("Units") in the Company. The Old Tab Assets shall be contributed, assigned, conveyed and transferred by Old Tab to the Company by means of deeds, bills of sale, assignment and assumption agreements, assignments of rights and other instruments of transfer and conveyance (which instruments shall not have any terms or conditions inconsistent with the negotiated provisions of this Agreement) (the "Old Tab Assets Contribution Documentation") in form and substance reasonably satisfactory to Old Tab and to each of the other parties to this Agreement against delivery by the Company of the consideration described in clauses (i) and (ii) above. When and as issued to Old Tab, the Units in the Company referred to above in clause (ii) will: (A) be duly authorized, validly issued, fully paid and nonassessable; (B) based on, and assuming the truth and correctness of Old Tab's representations in the subscription agreement pertaining to the transactions contemplated by this Section 1.2 to be executed and delivered at the Closing by Old Tab, have been issued in compliance with all federal and state securities laws; (C) have the rights and preferences set forth in the Limited Liability Company Agreement of the Company (the "LLC Agreement"); and (D) be free and clear of all liens, claims and encumbrances, other than restrictions on transfer imposed by federal and state securities laws or the provisions of this Agreement.

Section 1.3 Representations and Warranties of Old Tab With Respect to the Old Tab Assets. Old Tab hereby represents and warrants to the Company that each of the following representations and warranties is true and correct as of the date of this Agreement and that each of such representations and warranties shall be true and correct as of the Closing:

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(a) *Title to the Old Tab Assets.* Old Tab is the legal and beneficial owner of the Old Tab Assets, has the full power and authority to contribute and transfer all right, title and interest in and to the Old Tab Assets without the consent of any other person, and the delivery to the Company of the Old Tab Assets in the manner contemplated by this Agreement will transfer to the Company full legal and beneficial ownership of the Old Tab Assets, free and clear of all mortgages, security interests, liens, equities, encumbrances and claims of every kind except the Disclosed Old Tab Liabilities.

(b) *Authorization For This Agreement.* Old Tab has the full power, capacity and authority to enter into this Agreement and each other agreement and document to be executed by Old Tab in connection herewith. This Agreement has been and each other agreement and document to be executed by Old Tab in connection herewith has been or will be duly executed and delivered by Old Tab.

(c) *Organization and Authority.* Old Tab is a corporation, validly existing and in good standing under the laws of the State of Delaware. Old Tab has full authority and power to carry on the Old Tab Business as it is now conducted, and to own, lease or operate its properties.

ARTICLE II. CAPITALIZATION OF THE COMPANY

[Reserved]

ARTICLE III. COVENANTS

Section 3.1 *Reasonable Best Efforts.* Upon the terms and subject to the conditions and other agreements set forth in this Agreement, each of the parties to this Agreement agrees to use its reasonable best efforts to take, or cause to be taken, all actions, and to do, or cause to be done, and to assist and cooperate with the other parties in doing, all things necessary, proper or advisable to consummate and make effective, in the most expeditious manner practicable, the transactions contemplated by this Agreement.

Section 3.2 *Notifications.* Each party to this Agreement shall notify and keep each other party to this Agreement advised as to: (i) any litigation or administrative proceeding pending and known to it or, to its knowledge, threatened which challenges or seeks to restrain or enjoin the consummation of any of the transactions contemplated by this Agreement; and (ii) the breach of any representation or warranty of a party to this Agreement contained in this Agreement.

Section 3.3 *Further Assurances.* On and after the Closing, each party to this Agreement shall take all reasonably appropriate action and execute any additional documents, instruments or conveyances of any kind consistent with the negotiated terms of this Agreement which may be reasonably necessary to carry out any of the provisions of this Agreement or consummate any of the transactions contemplated by this Agreement.

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Section 3.4 *Expenses.* Except as otherwise specifically provided in this Agreement, the parties to this Agreement shall bear their respective expenses incurred in connection with the preparation, execution and performance of this Agreement and consummation of the transactions contemplated hereby, including all fees and expenses of agents, representatives, counsel, financial advisors, actuaries and accountants.

ARTICLE IV.

NON-SURVIVAL OF REPRESENTATIONS AND WARRANTIES

Section 4.1 *Survival of Representations and Warranties.* All representations and warranties contained in this Agreement shall terminate and expire at the Closing.

ARTICLE V.

GENERAL PROVISIONS

Section 5.1 *Notices.* Any notice or other communication required or permitted hereunder shall be in writing and shall be deemed given if delivered personally, by fax (upon confirmation of receipt by sender's machine) or sent by overnight courier (providing proof of delivery), to the parties at the following address:

(a) If to the Company:

TAB Operating Co. LLC
605 Fourth Street
Mayville, Wisconsin 53080
Attention: Thaddeus S. Jaroszewicz

(b) If to Old Tab:

TAB Products Co.
605 Fourth Street
Mayville, Wisconsin 53050
Attention: Thaddeus S. Jaroszewicz

With a concurrent copy to:

Keating, Muething & Klekamp, PLL
1400 Provident Tower
One East Fourth Street
Cincinnati, Ohio 45202
Attention: Edward E. Steiner, Esq.

Any party may, by notice given in accordance with this Section 5.1 to the other parties, designate another address or person for receipt of notices hereunder provided that notice of such a change shall be effective upon receipt.

Section 5.2 *Entire Agreement.* This Agreement (including the other agreements contemplated hereby and thereby and the Exhibits and Schedules hereto)

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contains the entire agreement among the parties with respect to the subject matter hereof, superseding all prior or contemporaneous agreements, understandings or arrangements, written or oral, with respect thereto, except for confidentiality or similar agreements previously executed by the parties.

Section 5.3 *Waivers and Amendments.* This Agreement may be amended, superseded, canceled, renewed or extended, and the terms hereof may be waived, only by a written instrument signed by each of the parties bound by the provisions involved or, in the case of a waiver, by the party waiving compliance. No delay on the part of any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any waiver on the part of any party of any right, power or privilege, nor any single or partial exercise of any such right, power or privilege, preclude any further exercise thereof or the exercise of any other such right, power or privilege.

Section 5.4 *Governing Law.*

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE, WITHOUT GIVING EFFECT TO THE PRINCIPLES OF CONFLICTS OF LAWS THEREOF.

Section 5.5 *Binding Effect, Assignment.* This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns and legal representatives. Neither this Agreement, nor any of the rights, interests or obligations hereunder, may be assigned, in whole or in part, by any party without the prior written consent of the other parties hereto and any such assignment that is not consented to shall be null and void.

Section 5.6 *Interpretation.*

(a) The parties acknowledge and agree that they may pursue judicial remedies at law or equity in the event of a dispute with respect to the interpretation or construction of this Agreement. In the event that any alternative dispute resolution procedure is provided for in any other agreement contemplated hereby and there is a dispute with respect to the construction or interpretation of such other agreements, the dispute resolution procedure provided for in such other agreements shall be the procedure that shall apply with respect to the resolution of such dispute.

(b) For purposes of this Agreement, the words "hereof", "herein", "hereby" and other words of similar import refer to this Agreement as a whole unless otherwise indicated. Whenever the words "include", "includes", or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation".

Section 5.7 *No Third Party Beneficiaries.* Nothing in this Agreement is intended or shall be construed to give any person (including, but not limited to, the employees of any of the parties to this Agreement), other than the parties hereto, their successors and permitted assigns, any legal or equitable right, remedy or claim under or in respect of this Agreement or any provision contained herein.

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Section 5.8 **Counterparts.** This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.


Section 5.9 **Exhibits and Schedules.** The Exhibits and the Schedules to this Agreement that are specifically referred to herein are a part of this Agreement as if fully set forth herein. All references herein to Articles, Sections, subsections, paragraphs, subparagraphs, clauses, Exhibits and Schedules shall be deemed references to such parts of this Agreement, unless the context shall otherwise require. Any fact or item disclosed on any Schedule to this Agreement shall be deemed disclosed on all other Schedules to this Agreement to which such fact or item may apply.

Section 5.10 **Headings.** The headings in this Agreement are for reference only, and shall not affect the interpretation of this Agreement.


(Remainder of page intentionally blank; signature page follows.)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

TAB OPERATING CO. LLC,
a Delaware limited liability company

By: 
Thaddeus S. Jaroszewicz
Chief Executive Officer

TAB PRODUCTS CO.,
an Delaware corporation

By: 
Thaddeus S. Jaroszewicz
Chief Executive Officer

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