Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
KRUEGER INTERNATIONAL, INC.		04/07/2010	CORPORATION: WISCONSIN

RECEIVING PARTY DATA

Name:	U.S. BANK NATIONAL ASSOCIATION	
Street Address:	One US Bank Plaza, 12th Floor	
Internal Address:	Mail Code SL-MO-T12M	
City:	St. Louis	
State/Country:	MISSOURI	
Postal Code:	63101	
Entity Type:	national banking association: UNITED STATES	

PROPERTY NUMBERS Total: 163

Property Type	Number	Word Mark
Registration Number:	3056601	360°
Registration Number:	2253949	700 SERIES
Registration Number:	2022608	ACCLAIM
Registration Number:	3544312	ADVISE
Registration Number:	2774056	AERDYN
Registration Number:	2462108	AGI
Registration Number:	2582841	ALL TERRAIN
Registration Number:	3166774	ALLUDE
Registration Number:	2185044	AMBERG
Registration Number:	2031029	ARENA
Registration Number:	1812948	ARIA
Registration Number:	3604107	ARISSA
Registration Number:	3541566	ARISTOTLE
		TRADEMARK

Registration Number:	3399195	ATHENS
Registration Number:	2118406	AVENUE
Registration Number:	2640796	BALANCE
Registration Number:	1921282	BARRON
Registration Number:	3071605	BREATHE
Registration Number:	2455758	BRIAR
Registration Number:	2462059	CHEYENNE
Registration Number:	1806750	COMFORT LINE
Registration Number:	3331762	COMMAND
Registration Number:	2010963	CONCERTO
Registration Number:	3577392	CONSULT
Registration Number:	3596818	CORPORATE SERVICES
Registration Number:	3634017	CS CORPORATE SERVICES
Registration Number:	2780516	CROSSROADS
Registration Number:	3266486	CUSTOM OPTIONS
Registration Number:	3577959	DA VINCI
Registration Number:	3661253	DALTON
Registration Number:	2551140	DANCE
Registration Number:	3743313	DANTE
Registration Number:	3220853	DARWIN
Registration Number:	2445145	DATALINK
Registration Number:	3171888	DAYLIGHT
Registration Number:	3220852	DELSANTI
Registration Number:	2226793	DURALITE
Registration Number:	3743308	DURAMESH
Registration Number:	3500138	ENCOMPASS
Registration Number:	2478673	ENGAGE
Registration Number:	3690564	ENLITE
Registration Number:	2124197	E SERIES
Registration Number:	3225711	ESSEX
Registration Number:	3357976	FACETIME
Registration Number:	3299005	FLAT SCREEN GARAGE
Registration Number:	2891459	FLEXIBLE WORKSPACE
Registration Number:	2139674	FLEXSTATION
Registration Number:	3699741	FURNISHING KNOWLEDGE

Registration Number:	1941832	FRONT ROW SEATS
Registration Number:	2098114	GALLERIA
Registration Number:	2194326	GATEONE
Registration Number:	3177336	GENESIS
Registration Number:	2599232	GENIUS
Registration Number:	3541567	GLIMMER
Registration Number:	2801182	GRAND SALON
Registration Number:	3489960	GUIDE
Registration Number:	2880500	HENLEY
Registration Number:	3032722	HEROIC
Registration Number:	2839109	HURRY UP!
Registration Number:	3096873	IMPRESS
Registration Number:	1996993	IMPROVING YOUR QUALITY OF LIFE
Registration Number:	2854109	IMPULSE
Registration Number:	3459097	INQUIRE
Registration Number:	3363028	INSTRUCT
Registration Number:	2652721	INTANDEM
Registration Number:	2902129	INTELLECT
Registration Number:	3513955	INTELLECT WAVE
Registration Number:	3356951	ITHACA
Registration Number:	2579469	IT'S A SMART THING!
Registration Number:	1831367	KI
Registration Number:	1844458	KI
Registration Number:	2851752	KI CONNECTS
Registration Number:	2560398	KI WORKING FOR YOU
Registration Number:	1229845	KRUEGER
Registration Number:	1976220	KRUEGER INTERNATIONAL
Registration Number:	3107255	LANCASTER
Registration Number:	3102303	LAPTOP GARAGE
Registration Number:	3360950	LARESTA
Registration Number:	2010658	LOGIX
Registration Number:	1961173	LOGO SEATING
Registration Number:	2243145	MAESTRO
Registration Number:	2525824	MARKET OF ONE
Registration Number:	1120055	MATRIX
μ		TRADEMARK

Registration Number:	2275101	
Registration Number:	3235365	MI6
Registration Number:	2727481	MOBILE UNIVERSE
Registration Number:	2640996	NAVIGATOR
Registration Number:	3304660	NOVEL
Registration Number:	1951422	OEI
Registration Number:	2458482	ON THE GO!
Registration Number:	3071603	ORLO
Registration Number:	1981137	PALLAS
Registration Number:	2278484	PALLAS 3
Registration Number:	2511851	PALLAS
Registration Number:	1971733	PALLAS CARES
Registration Number:	2271179	PALLAS PANELS
Registration Number:	1889972	PALLAS WALLS
Registration Number:	2564473	PERTH
Registration Number:	2882746	PIPER
Registration Number:	2246693	POWER TOWER
Registration Number:	1918857	POWERCOMM
Registration Number:	2257432	POWERUP
Registration Number:	2446843	POWERWORKS
Registration Number:	2021220	PREMIER
Registration Number:	2626401	
Registration Number:	1775892	PROMENADE
Registration Number:	3379463	PROSPER
Registration Number:	2580123	RAPTURE
Registration Number:	2175236	RECLAIM
Registration Number:	2861145	REVELATION
Registration Number:	2034372	ROOMSCAPE
Registration Number:	2041144	SAPPHIRE
Registration Number:	1901763	SERIES XXI
Registration Number:	3743322	SELA
Registration Number:	2528028	SILHOUETTE
Registration Number:	3463561	SMART TOUCH
Registration Number:	2762720	SOLITUDE
Registration Number:	3160914	SOLTICE
II.	11	TRADEMARK

TRADEMARK TRADEMARK TRADEL: 0501

Registration Number:	3489994	SOPHIC
Registration Number:	3521588	STRIVE
Registration Number:	3350245	STUDIOWORKS
Registration Number:	2992956	SUSTAIN
Registration Number:	3220859	SYNTHESIS
Registration Number:	2019850	SYSTEM 3000
Registration Number:	1980384	SYSTEM XXI
Registration Number:	1996217	SYSTEMSWALL
Registration Number:	1949180	SYSTEMSWALL
Registration Number:	2919635	T-4
Registration Number:	2424229	TECHNICAL INNOVATION BY DESIGN
Registration Number:	2155409	TEMPE
Registration Number:	3220860	THE PERFECT BLEND OF FORM AND FUNCTION
Registration Number:	2754287	THREE
Registration Number:	2798788	TREK
Registration Number:	2811580	TRUE
Registration Number:	2159423	TUCSON
Registration Number:	3671070	ULTRALITE
Registration Number:	2188180	UNIFRAME
Registration Number:	3357991	UNIFY
Registration Number:	2998826	VALUELITE
Registration Number:	3130386	VELO
Registration Number:	2115021	VENUE
Registration Number:	2743990	VENUS
Registration Number:	1474995	VERSA
Registration Number:	2770096	VOLITION
Registration Number:	2453678	WIREWORKS
Registration Number:	2586520	WORKING FOR YOU
Registration Number:	2273387	WORKZONE
Registration Number:	2877932	XCLAIM
Registration Number:	2557345	YOU MAKE THE RULES. WE MAKE THE REST.
Serial Number:	77750901	ALTUS
Serial Number:	78850167	BARRON
Serial Number:	77925562	DEVELOP
Serial Number:	77830863	EMISSARY

Serial Number:	77267972	GOVERN
Serial Number:	77770848	INPUT
Serial Number:	77800520	OUTFIT
Serial Number:	77659552	PILOT
Serial Number:	77267979	PROF
Serial Number:	77726098	SIRONA
Serial Number:	77942239	SMART LIFT
Serial Number:	77193164	SPECENGINE
Serial Number:	77441642	SPINEWORKS
Serial Number:	77786170	UNITE

CORRESPONDENCE DATA

Fax Number: (314)667-3633

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

Phone: 314-552-6000

ipdocket@thompsoncoburn.com Email:

Correspondent Name: Thompson Coburn LLP Address Line 1: One US Bank Plaza

Address Line 4: St. Louis, MISSOURI 63101

ATTORNEY DOCKET NUMBER:	299-88645
NAME OF SUBMITTER:	Jennifer A. Visintine
Signature:	/Jennifer A. Visintine/
Date:	04/15/2010

Total Attachments: 19

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PATENT AND TRADEMARK SECURITY AGREEMENT

Reference is hereby made to that certain Loan Agreement dated as of April 7, 2010, by and among Krueger International, Inc., a Wisconsin corporation (the "Debtor"), the Lenders from time to time party thereto, Wells Fargo Bank, National Association, as the L/C Issuer, and U.S. Bank National Association, as the Swing Line Lender and the Administrative Agent, as the same may from time to time be amended, modified, extended, renewed or restated (the "Loan Agreement"). All capitalized terms used and not otherwise defined in this Patent and Trademark Security Agreement (this "Agreement") shall have the respective meanings ascribed to them in the Loan Agreement.

This Agreement is made as of the 7th day of April, 2010, by the Debtor in favor of the Administrative Agent for the benefit of the Administrative Agent, the L/C Issuer, the Swing Line Lender and the Lenders (the Administrative Agent, the L/C Issuer, the Swing Line Lender and the Lenders are sometimes hereinafter individually referred to as a "Secured Creditor" and collectively referred to as the "Secured Creditors").

WITNESSETH:

WHEREAS, the Debtor and the Secured Creditors are herewith entering into the Loan Agreement; and

WHEREAS, as a condition precedent to the Secured Creditors entering into the Loan Agreement, the Secured Creditors have required that the Debtor execute and deliver this Agreement to the Administrative Agent for the benefit of the Secured Creditors; and

WHEREAS, in order to induce the Secured Creditors to enter into the Loan Agreement, the Debtor has agreed to execute and deliver this Agreement to the Administrative Agent for the benefit of the Secured Creditors; and

WHEREAS, this Agreement is being executed in connection with and in addition to the Security Agreement dated as of the date hereof and executed by the Debtor in favor of the Administrative Agent for the benefit of the Secured Creditors pursuant to which the Debtor has granted to the Administrative Agent for the benefit of the Secured Creditors a security interest in and lien on, among other things, all of the Debtor's accounts, accounts receivable, payment intangibles, inventory, documents, instruments, chattel paper, general intangibles (including, without limitation, goodwill, patents, patent applications, trademarks, trademark applications and licenses), machinery, equipment, investment property, books and records, all whether now owned or hereafter acquired by the Debtor and all cash and non-cash proceeds thereof;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Debtor hereby covenants and agrees with the Administrative Agent as follows:

- 1. <u>Grant of Security Interest</u>. For value received, the Debtor hereby grants the Administrative Agent for the benefit of the Secured Creditors a security interest in and lien on all of the Debtor's right, title and interest in, to and under the following described property, all whether now owned and existing or hereafter created, acquired or arising (collectively, the "Collateral"):
 - (a) all patents and patent applications, and the inventions and improvements described and claimed therein, including, without limitation, each patent and patent application listed on Schedules A and B, respectively, attached hereto and incorporated herein by reference (as the same may be amended pursuant hereto from time to time) and (i) the

reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (ii) all income, damages and payments now and/or hereafter due or payable under or with respect thereto, including, without limitation, license royalties, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof and (iv) all rights corresponding thereto throughout the world (all of the foregoing patents and patent applications together with the items described in clauses (i) through (iv) of this subsection (a) are hereinafter collectively referred to herein as the "Patents");

- (b) all trademarks, service marks, trademark or service mark registrations, trade names, trade styles, trademark or service mark applications and brand names, including, without limitation, common law rights and each mark and application listed on <u>Schedules C</u> and <u>D</u>, respectively, attached hereto and incorporated herein by reference; and (i) renewals or extensions thereof, (ii) all income, damages and payments now and/or hereafter due or payable with respect thereto, including, without limitation, license royalties, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof and (iv) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trade names, service marks and applications and registrations thereof together with the items described in clauses (i) through (iv) of this subsection (b) are hereinafter collectively referred to herein as the "Trademarks");
- (c) the goodwill of the Debtor's business connected with and symbolized by the Trademarks; and
- (d) all proceeds, including, without limitation, proceeds which constitute property of the types described in (a), (b) and (c) above and any rents and profits of any of the foregoing items, whether cash or noncash, immediate or remote, and insurance proceeds, and all products of (a), (b) and (c) above, and any indemnities, warranties and guaranties payable by reason of loss or damage to or otherwise with respect to any of the foregoing items;

to secure the payment of any and all of the present and future Borrower's Obligations (hereinafter collectively referred to as the "Secured Obligations").

Notwithstanding the foregoing paragraph, the security interest created by this Agreement shall not extend to, and the term "Collateral" shall not include, any "Excluded Property" as such term is defined in that certain Security Agreement dated as of the date hereof and executed by the Debtor in favor of the Administrative Agent for the benefit of the Secured Creditors, as the same may from time to time be amended, modified, extended, renewed or restated.

- 2. <u>Representations, Warranties and Covenants of the Debtor.</u> The Debtor hereby represents and warrants to the Administrative Agent, and covenants and agrees with the Administrative Agent, as of each day during the term of this Agreement that:
 - (a) except as could not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, all of the issued and applied for Patents and Trademarks are subsisting and have not been adjudged invalid or unenforceable, in whole or in part, and are not at this time the subject of any challenge to their validity or enforceability;
 - (b) except as could not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, each of the granted Patents and registered Trademarks is valid and enforceable;
 - (c) to Debtor's knowledge (i) no claim has been made that the use of any of the Patents or Trademarks does or may violate the rights of any third person, (ii) no claims for

patent infringement have been commenced in connection with any of the Patents and (iii) no claims for trademark infringement have been commenced in connection with any of the Trademarks;

- (d) the Debtor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Patents and Trademarks, free and clear of any and all charges, encumbrances, pledges, assignments and Liens (other than Permitted Liens and any licenses, registered user agreements, shop rights and covenants by the Debtor not to sue third persons entered into by Debtor in the ordinary course of business consistent with past practices);
- (e) the Debtor has the unqualified right, power and authority to enter into this Agreement and perform its terms;
- (f) except as could not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, the Debtor has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the registered Patents and Trademarks where such notice is required to preserve the validity of such Patents and Trademarks;
- (g) the Debtor has the exclusive, royalty-free right and license to use the Patents and Trademarks and agrees not to transfer any rights or interest in any of the Patents and/or Trademarks during the term of this Agreement except for transfers in the ordinary course of Debtor's business consistent with Debtor's past practice and transfers otherwise permitted by the Loan Agreement; and
- (h) the Debtor has no notice of any suits or actions commenced or threatened with reference to any of the Patents and/or Trademarks.
- 3. <u>Inspection Rights; Product Quality.</u> The Debtor will permit, upon not less than five (5) days prior written notice (provided, however, that no such notice shall be required if any Event of Default has occurred and is continuing) inspection of the Debtor's facilities which manufacture, inspect or store products sold under any of the Patents and/or Trademarks and inspection of the products and records relating thereto by any Secured Creditor and reimburse each Secured Creditor for all costs and expenses incurred by such Secured Creditor in connection with any such inspection conducted by such Secured Creditor, all as provided in the Loan Agreement. The Debtor agrees to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with commercially reasonable practices.
- 4. <u>Further Assurances</u>. The Debtor hereby agrees that, unless and until (a) all of the Secured Obligations (other than any portion of the Secured Obligations constituting contingent indemnification or other contingent obligations that by their terms survive termination of the Loan Agreement and the other Loan Documents) shall have been fully, finally and indefeasibly paid in cash (or otherwise fully, finally and indefeasibly satisfied), (b) there shall be no remaining commitment or obligation of any Secured Creditor to advance funds, make loans or extend credit to, and/or issue letters of credit for the account of, the Debtor under the Loan Agreement and/or any other Loan Document, (c) no Letters of Credit shall remain outstanding, (d) no Swap Contracts between the Debtor and any Secured Creditor shall remain in effect and (e) the Loan Agreement shall have expired or been terminated in accordance with its terms, it will not, without the prior written consent of the Administrative Agent, enter into any agreement (for example, a license or sublicense agreement) which is inconsistent with the Debtor's obligations under this Agreement, the Loan Agreement and/or any other Loan Document and the Debtor agrees that it will not take any action or permit any action to be taken by others subject to its control, including licensees, or fail to take any action which would affect

TRADEMARK REEL: 004186 FRAME: 0507

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the validity or enforcement of the rights transferred to the Administrative Agent under this Agreement except as could not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect. The Debtor further agrees that at any time and from time to time, at the expense of the Debtor, the Debtor will promptly execute and deliver to the Administrative Agent any and all further instruments and documents and take any and all further action that the Administrative Agent may request in good faith in order to perfect and protect the security interest granted by the Debtor to the Administrative Agent pursuant to this Agreement with respect to the Patents and Trademarks or to enable the Administrative Agent to exercise its rights and remedies under this Agreement with respect to the same.

- 5. Additional Patents and/or Trademarks. If the Debtor (a) becomes aware of any existing Patents and/or Trademarks of which the Debtor has not previously informed the Administrative Agent, (b) obtains rights to any new patentable inventions, Patents and/or Trademarks or (c) becomes entitled to the benefit of any Patents and/or Trademarks which benefit is not in existence on the date of this Agreement, the provisions of this Agreement shall automatically apply thereto, except to the extent (and only during such time as) the creation of a security interest therein would void or invalidate such Patent or Trademark, and the Debtor shall give the Administrative Agent prompt written notice thereof.
- 6. <u>Modification by the Administrative Agent</u>. The Debtor hereby irrevocably authorizes the Administrative Agent to modify this Agreement by amending <u>Schedules A, B, C</u>, and/or <u>D</u> to include any future patents, patent applications, trademarks, trademark applications, service marks, service mark applications, service mark registrations and/or trade names covered by Paragraphs 1 and 5 hereof, without the signature of the Debtor if permitted by applicable law.
- 7. <u>Use of Patents, Trademarks and Licenses</u>. So long as no Event of Default under the Loan Agreement has occurred and is continuing, the Debtor may use and license the Patents and Trademarks in any lawful manner not inconsistent with this Agreement on and in connection with products sold by the Debtor, for the Debtor's own benefit and account and for none other.
- Default. If any one or more of the following events ("Events of Default") shall occur and be continuing: (a) the Debtor shall fail to perform or observe any term, provision, covenant or agreement contained in this Agreement and any such failure shall remain unremedied for five (5) days after the earlier of (i) written notice of default is given to the Debtor by the Administrative Agent or (ii) any Responsible Officer of the Debtor obtaining actual knowledge of such default; (b) any representation or warranty made by the Debtor in this Agreement shall prove to be untrue or incorrect in any material respect when effected or made; or (c) any "Event of Default" (as defined therein) shall occur under or within the meaning of the Loan Agreement; then the Administrative Agent shall have, in addition to all other rights and remedies given it by this Agreement, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code and/or other applicable law and, without limiting the generality of the foregoing, the Administrative Agent may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to the Debtor, all of which are hereby expressly waived, sell at public or private sale or otherwise realize upon, all or from time to time any of the Patents and/or Trademarks (together with, in the case of Trademarks, the goodwill of the Debtor associated therewith), or any interest which the Debtor may have therein, and after deducting from the proceeds of sale or other disposition of the Patents and/or Trademarks all reasonable expenses incurred (including, without limitation, all reasonable expenses for brokers' fees and reasonable attorney's fees and expenses), shall apply the residue of such proceeds toward the payment of the Secured Obligations in the manner and order set forth in the Loan Agreement. Notice of any sale or other disposition of any of the Patents and/or Trademarks shall be given to the Debtor at least ten (10) days before the time of any intended public or private sale or other disposition of such Patents and/or Trademarks is to be made, which the Debtor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, any Secured Creditor and/or any holder of any of the Secured Obligations may, to the extent permissible under applicable law, purchase the whole or any part of the Patents and/or Trademarks sold, free from any right of redemption on the part of the Debtor, which right is hereby

waived and released. The Debtor agrees that upon the occurrence and continuance of any Event of Default under the Loan Agreement, the worldwide use by any Secured Creditor of the Patents and/or Trademarks shall not be contested by the Debtor, and shall be without any liability for royalties or other related charges from any Secured Creditor to the Debtor. If an Event of Default under the Loan Agreement shall occur and be continuing, the Administrative Agent shall have the right, but shall in no way be obligated, to bring suit in its own name (for the benefit of itself) to enforce any and all of the Patents and/or Trademarks, and, if the Administrative Agent shall commence any such suit, the Debtor shall, at the request of the Administrative Agent, do any and all lawful acts and execute any and all proper documents required by the Administrative Agent in aid of such enforcement and the Debtor shall promptly, upon demand, reimburse and indemnify the Administrative Agent for all costs and expenses incurred by the Administrative Agent in the exercise of its rights and remedies under this Agreement. All of the Administrative Agent's rights and remedies with respect to the Patents and/or Trademarks, whether established hereby, by the Security Agreement or by any other agreement or by law shall be cumulative and may be exercised singularly or concurrently.

- 9. Termination of Agreement. At such time as (a) all of the Secured Obligations (other than any portion of the Secured Obligations constituting contingent indemnification or other contingent obligations that by their terms survive termination of the Loan Agreement and the other Loan Documents) have been fully, finally and indefeasibly paid in cash (or otherwise fully, finally and indefeasibly satisfied), (b) there shall be no remaining commitment or obligation of any Secured Creditor to advance funds, make loans or extend credit to, and/or issue letters of credit for the account of, the Debtor under the Loan Agreement and/or any other Loan Document, (c) no Letters of Credit shall remain outstanding, (d) no Swap Contracts between the Debtor and any Secured Creditor shall remain in effect and (e) the Loan Agreement shall have expired or been terminated in accordance with its terms, this Agreement shall terminate and, promptly upon the Debtor's written request, the Administrative Agent shall execute and deliver to the Debtor all instruments as may be necessary or proper to extinguish the Administrative Agent's security interest in the Collateral (including, but not limited to, providing written notice to the U.S. Patent and Trademark Office), subject to any disposition thereof which may have been made by the Administrative Agent pursuant to this Agreement. If claim is ever made on any Secured Creditor for repayment or recovery of any amount or amounts received by any Secured Creditor in payment or on account of any of the Secured Obligations (including payment under a guaranty or from application of collateral) and any Secured Creditor repays all or part of said amount by reason of (a) any judgment, decree or order of any court or administrative body having iurisdiction over any Secured Creditor or any Property of any Secured Creditor or (b) any settlement or compromise of any such claim effected by any Secured Creditor with any such claimant (including, without limitation, the Debtor), then and in such event the Debtor agrees that any such judgment, decree, order, settlement or compromise shall be binding on the Debtor, notwithstanding any cancellation of any note or other instrument or agreement evidencing such Secured Obligations or of this Agreement, and this Agreement shall continue to be effective or be reinstated, as the case may be, and shall secure the payment of the amount so repaid or recovered to the same extent as if such amount had never originally been received by any Secured Creditor. This Agreement shall continue to be effective or be reinstated, as the case may be, if (a) at any time any payment of any of the Secured Obligations is rescinded or must otherwise be returned by any Secured Creditor upon the insolvency, bankruptcy or reorganization of the Debtor or otherwise, all as though such payment had not been made or (b) this Agreement is released in consideration of a payment of money or transfer of property or grant of a security interest by the Debtor or any other Person and such payment, transfer or grant is rescinded or must otherwise be returned by any Secured Creditor upon the insolvency, bankruptcy or reorganization of such Person or otherwise, all as though such payment, transfer or grant had not been made.
- 10. <u>Expenses</u>. Any and all out-of-pocket costs and expenses of whatever kind or nature, including, without limitation, the reasonable attorneys' fees and expenses incurred by the Administrative Agent in connection with the preparation, negotiation, administration and/or enforcement

of this Agreement and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices with respect to this Agreement and/or the Patents and Trademarks, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or other amounts incurred in connection with protecting, maintaining or preserving the Patents and/or Trademarks, or in defending or prosecuting any actions or proceedings arising out of or related to the Patents and/or Trademarks, shall be borne and paid by the Debtor on demand by the Administrative Agent and until so paid shall be added to the principal amount of the Secured Obligations and shall bear interest at a rate per annum equal to the lesser of Two Percent (2%) over and above the Floating Rate (which interest rate shall fluctuate as and when the Floating Rate shall change) or the highest rate of interest allowed by law from the date incurred until reimbursed by the Debtor. The Administrative Agent will send the Debtor a written invoice (setting forth the amounts and basis therefor in reasonable detail) for any amounts owed to it by the Debtor under this Section 10.

- 11. Preservation of Patents and Trademarks. The Debtor shall have the duty, except where the failure to do so could not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, (a) to prosecute diligently any patent, trademark or service mark applications pending as of the date hereof or hereafter which is material to the business of the Debtor or any other Obligor and (b) to preserve and maintain all rights in the Patents and Trademarks which are material to the business of the Debtor or any other Obligor. Any expenses incurred in connection with the Debtor's obligations under this Section 11 shall be borne by the Debtor.
- Agreement shall have occurred and be continuing, the Debtor hereby authorizes and empowers the Administrative Agent to make, constitute and appoint any officer, employee or agent of the Administrative Agent as the Administrative Agent may select, in its sole discretion, as the Debtor's true and lawful agent and attorney-in-fact, with the power to endorse the Debtor's name on all applications, documents, papers and instruments necessary for the Administrative Agent to use the Patents and/or Trademarks, or to grant or issue any exclusive or non-exclusive license under the Patents and/or Trademarks to anyone else, or necessary for the Administrative Agent to assign, pledge, convey or otherwise transfer title to or dispose of the Patents and/or Trademarks to anyone else to the extent permitted by the Loan Documents. The Debtor hereby ratifies all that such agent or attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable for the duration of this Agreement.
- 13. <u>No Waiver</u>. No course of dealing between the Debtor and the Administrative Agent, nor any failure to exercise, nor any delay in exercising, on the part of the Administrative Agent, any right, remedy, power or privilege under this Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.
- 14. <u>Severability</u>. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.
- 15. <u>Amendments</u>. This Agreement is subject to amendment or modification only by a writing signed by Debtor and the Administrative Agent and consented to by the Required Lenders, except as provided in Paragraph 6 above.
- 16. <u>Successors and Assigns</u>. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, except that Debtor may

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not assign, transfer or delegate any of its rights, obligations or duties under this Agreement without the prior written consent of each Secured Creditor.

- 17. Governing Law. The validity and interpretation of this Agreement and the rights and obligations of the parties hereto shall be governed by and construed in accordance with the substantive laws of the United States of America and the State of Wisconsin (without reference to conflict of law principles); provided, however, that, to the extent that the Uniform Commercial Code requires the application of the laws of another jurisdiction with respect to the perfection, the effect of the perfection or non-perfection and/or the priority of the security interests and liens created by this Agreement, the laws of such other jurisdiction shall apply to such matters.
- 18. Consent to Jurisdiction; Waiver of Jury Trial. THE DEBTOR HEREBY IRREVOCABLY (A) SUBMITS TO THE NON-EXCLUSIVE JURISDICTION OF ANY WISCONSIN STATE COURT SITTING IN MILWAUKEE COUNTY, WISCONSIN OR ANY UNITED STATES OF AMERICA COURT SITTING IN THE EASTERN DISTRICT OF WISCONSIN, AS THE ADMINISTRATIVE AGENT MAY ELECT, IN ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT, (B) AGREES THAT ALL CLAIMS IN RESPECT TO SUCH SUIT, ACTION OR PROCEEDING MAY BE HELD AND DETERMINED IN ANY OF SUCH COURTS, (C) WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION WHICH THE DEBTOR MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT, AND (D) WAIVES ANY CLAIM THAT SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM. THE DEBTOR (AND BY ITS ACCEPTANCE HEREOF, THE ADMINISTRATIVE AGENT) HEREBY IRREVOCABLY WAIVE THE RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY ACTION IN WHICH THE DEBTOR AND THE ADMINISTRATIVE AGENT ARE PARTIES RELATING TO OR ARISING OUT OF THIS AGREEMENT.

[Signature page follows]

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KRUEGER INTERNATIONAL, INC. ("Debtor")

Name: Kelly J. Andersen Title: Treasurer

SCHEDULE A

U.S. Patents

	Title	Patent Number	Grant Date	Application Number	Application Date
KI	Auditorium Seating System	5,393,120	02/28/95	07/959,980	10/13/92
KI	Seating Furniture-Lounge Chair, Closed Arm Chair	D586,131	02/10/09	29/305,958	03/31/08
KI	Table	D519,305	04/25/06	29/207,334	06/12/04
KI	Table	D517,843	03/28/06	29/207,333	06/12/04
KI	Auditorium Seat	D509,672	09/20/05	29/204,167	04/26/04
KI	End Panel For A Single Carrel	D498,090	11/09/04	29/186,907	07/24/03
KI	Carrel	D498,080	11/09/04	29/186,911	07/24/03
KI	Dual Shelf	D496,544	09/28/04	29/186,912	07/24/03
KI	Shelving Unit	D495,901	09/14/04	29/186,910	07/24/03
KI	Top Configuration For A Lectern	D492,863	07/13/04	29/188,007	08/11/03
KI	End Configuration For Seating Furniture	D491,756	06/22/04	29/192,717	10/29/03
KI	Dual Carrel-With Radius Bottom	D491,755	06/22/04	29/186,897	07/24/03
KI	Dual Carrel With Straight Bottom	D491,743	06/22/04	29/186,908	07/24/03
KI	Table Base Panel	D491,389	06/15/04	29/186,901	07/24/03
KI	Table Base Panel	D490,632	06/01/04	29/186,898	07/24/03
KI	Seating Furniture-Arm/End Panel	D490,630	06/01/04	29/176,985	03/03/03
KI	Table Base Caster-Glide Version	D488,998	04/27/04	29/169,868	10/28/02
KI	Seating Furniture	D486,652	02/17/04	29/162,024	06/07/02
KI	Lectern	D482,900	12/02/03	29/162,137	06/10/02
KI	Library Carrel – Straight Single Carrel	D480,232	10/07/03	29/162,062	06/07/02
KI	Combination Chair & Desk Unit- Tablet Arm Chair	D477,921	08/05/03	29/161,057	05/22/02
KI	Combination Chair and Desk Unit – Double Entry Desk	D475,207	06/03/03	29/153,589	01/09/02
KI	Side Chair	D474,621	05/20/03	29/162,082	06/07/02
KI	Student Desk	D474,356	05/13/03	29/153,574	01/09/02
KI	Chair	D474,348	05/13/03	29/131,359	10/19/00
KI	Bench	D474,345	05/13/03	29/162,047	06/07/02
Kl	Seating Furniture	D473,723	04/29/03	29/161,985	06/07/02
KI	Arm for a Task Chair - Fixed	D472,409	04/01/03	29/158,532	04/04/02
KI	Table Base Caster – Wheel Version	D471,791	03/18/03	29/143,556	06/15/01
KI	Arm for a Task Chair-Adjustable	D471,744	03/18/03	29/158,448	04/04/02
KI	Foot for a Table Leg	D444,325	07/03/01	29/135,172	01/05/01
KI	Seating System	D440,422	04/17/01	29/093,104	09/03/98
KI	Table Leg	D439,448	03/27/01	29/113,374	11/03/99
KI	Chair Backrest	D420,540	02/15/00	29/097,701	12/11/98
KI	Chair Back	D417,570	12/14/99	29/097,699	12/11/98
KI	Chair Seat, Back & Arm	D416,407	11/16/99	29/097,700	12/11/98
KI	Chair Seat	D415,912	11/02/99	29/097,702	12/11/98
KI	Seating System	D412,622	08/10/99	29/068,221	03/20/97
KI	Stackable Armchair	D412,410	08/03/99	29/075,547	08/19/97
KI	Loft Bed System	D412,070	07/20/99	29/076,334	09/17/97

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KI	Chair, Seat, Backrest and Armrest	D410,808	06/08/99	29/067,531	03/06/97
KI	Mega-Surface Worksurface and Worksurface Assembly	D403,186	12/29/98	29/058,654	08/29/96
KI	Utility Chair Support Frame	D403,184	12/29/98	29/075,546	08/19/97
KI	Stackable Arm Chair	D396,760	08/11/98	29/071,949	06/09/97
KI	PowerUp Power/Data Module	D392,254	03/17/98	29/055,601	06/07/96
KI	Utility Chair Support Frame	D391,423	03/03/98	29/045,873	11/01/95
KI	Stack Chair	D390,024	02/03/98	29,061,804	10/31/96
KI	Connector for a pair of Furniture Post Sections-	D387,655	12/16/97	29/053,239	04/18/96
KI	Furniture Post	D382,736	08/26/97	29/052,819	04/09/96
	Stackable Chair	D382,415	08/11/98	29/054,948	05/24/96
KI				29/050,239	02/12/96
KI	Front of a Door	D380,109	06/24/97		
KI	Base For a Table	D379,411	05/27/97	29/050,311	02/14/96
KI	Cross-Member for Supporting an Item of Furniture such as a Bed	D379,295	05/20/97	29/040,069	06/09/95
KI	Wire Management Channel for a Furniture System	D378,731	04/08/97	29/040,066	06/09/95
KI	Connector for a Pair of Furniture Post Sections	D374,169	10/01/96	29/040,070	06/09/95
KI	Front of a Drawer	D373,272	09/03/96	29/037,343	04/11/95
KI	Design of a Base & Foot for a Table	D372,150	07/30/96	29/034,260	01/31/95
KI	Wire Management Arrangement For A Furniture Support	7,191,713	03/20/07	11/295,029	12/06/05
KI	Latch-Type Tile Mounting System	7,178,300	02/20/07	10/260,326	09/30/02
KI	Lectern	7,106,014	09/12/06	10/820,075	04/07/04
KI	Worksurface Support System with Power and Communication Capability and Front and Rear Access Covers	7,066,097	06/27/06	10/355,993	01/31/03
KI	Seat Slide Assembly	6,986,550	01/17/06	10/866,576	06/12/04
KI	Biased Utility Receptacle Assembly	6,979,209	12/27/05	10/766,361	01/28/04
KI	Stiffener Construction Having A Snap-On Connector For Use With A Wall Panel Shell In A Wall System	6,968,661	11/29/05	10/346,629	01/17/03
KI	End-Type Glide For An Article of Furniture	6,883,763	04/26/05	10/772,873	02/05/04
KI	Support For A Computer Keyboard and Mouse	6,874,429	04/05/05	10/465,449	06/19/03
KI	Connection Arrangement For Securing Frame Members Together in a Wall System	6,848,230	02/01/05	10/316,693	12/11/02
KI	Power and Data Supply Column For A Space Dividing System	6,817,149	11/16/04	10/144,394	05/13/02
KI	Counter Balanced Door System for a Storage Cabinet	6,779,856	08/24/04	10/080,003	02/21/02
KI	Space Dividing Partition System	6,772,567	08/10/04	10/144,373	05/13/02
Kl	Partition Panel for a Space Dividing System	6,754,998	06/29/04	10/144,335	05/13/02
KI	Seat Mounting System for a	6,739,665	05/25/04	09/998,679	11/30/01

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KI	Flexible Bar-Type Back Pivot Mounting Arrangement for a	6,739,663	05/25/04	10/080,105	02/21/02
KI	Chair Convertible Seating Furniture –	6,739,651	05/25/04	10/374,896	02/25/03
Kl	Sleeper Chair Mechanism Moveable and Demountable Wall Panel System	6,688,056	02/10/04	10/027,872	12/21/01
KI	Power and Distribution System for Beam-Mounted Seating	6,683,394	01/27/04	09/421,715	10/20/99
KI	Folding Training Table with Wire Manager Pivotably Mounted to and Between a Pair of Legs	6,647,900	11/18/03	09/972,141	10/05/01
KI	Latch Mechanism For Folding Table	6,644,221	11/11/03	09/769,685	01/25/01
KI	Convertible Bed with a Sectional Articulated Back	6,622,321	09/23/03	10/118,269	04/08/02
KI	Chair and Desk System	6,604,784	08/12/03	09/691,892	10/19/00
KI	Panel Partition System with Centralized Power and Communication Distribution	6,571,519	06/03/03	09/092,474	06/05/98
KI	Arm Height Adjustment Mechanism for a Chair	6,460,932	10/08/02	09/591,326	06/09/00
KI	Modular Table System with Cable Management	6,435,106	08/20/02	09/749,120	12/27/00
KI	Training Table with Wire Management	6,415,723	07/09/02	09/322,415	05/28/99
KI	Tile and Mounting Arrangement for a Wall Panel System	6,397,533	06/04/02	09/392,828	09/09/99
KI	Daybed with Pivotable Backrest	6,347,418	02/19/02	09/378,582	08/20/99
KI	Tablet Mounting Assm. For a Seating System	6,224,149	05/01/01	09/440,580	11/15/99
KI	Folding Roll-Away Table	6,223,661	05/01/01	09/441,237	11/16/99
KI	Modular Table System with Cable Management	6,202,567	03/20/01	08/258,429	06/10/94
KI	Stationarily-Mounted Seating Structure having Electrical and Data Outlet	6,179,381	01/30/01	09/229,921	01/13/99
KI	Furniture System – Roomscape	6,167,579	01/02/01	08/472,536	06/07/95
KI	Reconfigurable Wall Panel Partition System – Overall Panel System	6,131,347	10/17/00	09/393,140	09/09/99
KI	Plastic Chair Base Including Hub with Integral Ring and Oppositely Directed Tapers	6,116,555	09/12/00	09/086,915	03/11/98
KI	Knock-Down Panel Partition System	6,115,977	09/12/00	09/151,417	09/11/98
KI	Flip-Up Electrical and Communication Device	6,085,667	07/11/00	08/926,099	09/09/97
KI	Portable Folding Table Incorporating A Lightweight Core	5,947,037	09/07/99	09/008,732	01/19/98
KI	Folding Table Leg Apparatus	5,941,181	08/24/99	08/843,543	04/18/97
KI	Conductor Management System	5,934,623	08/10/99	08/937,048	09/24/97
KI	Concerto Seat Mounting System-Steel Design	5,899,531	05/04/99	08/700,293	08/20/96
KI	Adj. Height Table	5,845,590	12/08/98	08/875,364	07/24/97

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KI	Flip-Up Electrical and Communication Device For Use in Combination with a Worksurface	5,709,156	01/20/98	08/475,712	06/07/95
KI	Mounting Assembly for a Chair Back	5,683,142	11/04/97	08/666,259	06/20/96
KI	Tablet Arm Assembly for a Seating System	5,683,136	11/04/97	08/674,995	07/03/96
KI	System for Pivotably Mounting a Seat Between Spaced Supports	5,601,335	02/11/97	08/335,246	11/07/94
KI	System for Mounting One or More Items to the Leg Structure of a Worktable	5,588,376	12/31/96	08/201,465	02/24/94
KI	Beverage Container Holder for a Folding Chair	5,586,804	12/04/96	08/492,236	06/19/95
KI	Handicapped Accessible Auditorium Seat	5,567,016	10/22/96	08/534,346	09/27/95
KI	Durable Patient Chair	5,551,758	09/30/96	08/320,605	10/11/94
KI	Tilting and Sliding Surface Assembly for a Table	5,483,898	01/16/96	08/201,236	02/24/94
KI	Drawer Locking System	5,358,322	10/25/94	07/992,379	12/16/92
KI	File Drawer Interlock Mechanism	5,333,949	08/02/94	07/956,623	10/05/92
KI	Modular Seating Systems	5,292,177	03/08/94	07/820,318	11/25/91
KI	Wall System	5,159,793	11/03/92	07/360,861	06/02/89
\'' \	Paper Management Apparatus	5,123,549	06/23/92	07/591,079	10/01/90
(i	Convertible Seating Furniture	7,607,180	10/27/09	11/674,779	02/14/07
\ \	Table Leg or Base	D553,883	10/30/07	29/276,401	01/24/07
KI	Roller Foot For An Article Of Furniture	D565,869	04/08/08	29/249,563	10/12/06
KI	Student Desk	7,571,959	08/11/09	10/598,021	08/16/06
KI	Desk	D559,579	01/15/08	29/247,287	06/09/06
KI	Laptop Computer Bin Assembly For A Worksurface	7,578,243	08/25/09	11/278,896	04/06/06
KI	Reclining And Convertible Seating Furniture With Trendelenburg Feature	7,475,944	01/13/09	11/355,359	02/16/06
KI	Pound-In Glide For An Article of Furniture	7,431,249	10/07/08	10/543,131	07/22/05
KI	Seating Furniture	D565,309	04/01/08	29/231,851	06/10/05
Ki	Releasable Chair Section Securing Assembly	7,429,084	09/30/08	10/515,200	11/22/04
KI	Quick Crank Adjustable Height Table	7,412,931	08/19/08	10/514,697	11/17/04
KI	Fixed Seating Arrangement Having A Swing Arm Shroud With A Sliding Shield Member	7,370,909	05/13/08	10/866,574	06/12/04
KI	Variable Configuration Desk System With Power and Communication Capability	7,278,360	10/22/07	10/349,348	01/22/03
KI	Article of Seating Furniture	D609.026	02/02/10	29/280,881	06/08/07
Kĺ	Table Leg	D575,968	09/02/08	29/280,882	06/08/07
KI	Wall-Ceiling Slip Joint Permitting Seismic Induced Movement	7,624,549	12/01/09	11/844,856	08/24/07
KI	Sliding Door With Lateral Sealing Movement	7,610,718	11/03/09	11/940,721	11/15/07

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KI	Chair Shell With Integral Hollow Contoured Support	7,600,820	10/13/09	12/026,151	02/05/08
KI	Chair	D597,758	08/11/09	29/303,284	02/05/08
KI	Table Leg Or Base	D555,946	11/27/07	29/231,861	06/10/05
KI	Method And Apparatus of Gas- Assisted Injection Molding			12/113,711	05/01/08
KI	Seating Furniture-Patient Chair	D578,782	10/21/08	29/305,957	03/31/08
KI	Chair-closed Arm Guest Chair	D579,217	10/28/08	29/305,960	03/31/08
KI	Folding Chair	D582,171	12/09/08	29/305,961	03/31/08
KI	Chair-Sleepers & Love Seat	D580,664	11/18/08	29/305,962	03/31/08
KI	Chair-Open Arm Guest Chair	D580,676	11/18/08	29/305,963	03/31/08
KI	Table Leg	D580,687	11/18/08	29/317,149	04/23/08
KI	Casual Lounge Seating	D604,956	12/01/09	29/338,374	06/10/09

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SCHEDULE B

U.S. Patents Pending Applications

	Title	Patent Number	Grant Date	Application Number	Application Date
	Height Adjustable Vertically				
	Oriented Screen Or The Like			11/937,110	11/08/07
	Roller Foot For An Article Of			11/462 142	08/08/06
	Furniture		 	11/463,143	06/06/06
	Method Of Designing A Customized Work Area			11/751,442	05/21/07
	Markerboard			11/788,525	04/20/07
	Mobile Screen System			11/788,810	04/20/07
!	Movable Monitor and Keyboard Storage System For A				
	Worksurface			11/837,332	08/10/07
	Markourfood Log Mount			12/272,438 (Prov.60/991,533	11/17/08 (11/30/07)
	Worksurface Leg Mount				(11/30/07)
	Method And Apparatus of Gas- Assisted Injection Molding			12/113,711	05/01/08
	Method of Shielding A Swing Arm In A Seating Arrangement			10/115 207	05/05/08
	Having A Movable Seat			12/115,307	03/03/08
	Footrest Mounting Arrangement For An Article of Furniture			12/352,300	01/12/09
	Panel Tile And Top Cap Retention System			12/693,040 (Prov.61/148,087)	01/25/10 (01/29/09)
	Grip Latch And Hinge Mechanism For A Flip Table			12/482,602	06/11/09
	Table Log			29/338,417	06/11/09
	Table Leg		1	20,000,111	35
	Lounge Table			29/338,375	06/10/09
	Method And Apparatus Of Gas- Assisted Injection Molding Of Thick Parts – Claims 1-13			12/500,878	07/10/09
	THICK FAILS - CIAITIS 1-10			12.000,010	3
	Laptop Computer Storage Assembly For A Worksurface			12/642,204	12/18/09
	Panel System			61/256,036	10/29/09

М	onitor Lift Mechanism	61/291,162	12/30/09
	rticle of Seating Furniture figs. 59-63, 74-78)	29/352,884	12/29/09
	rticle of Seating Furniture igs. 64-73, 79-88)	29/352,885	12/29/09

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SCHEDULE C

U.S. Trademark Registrations

	Trademark	Country	Registration Number	Issue Date	Application Number	Application Date
KI	360° (U.S.)	U.S.	3,056,601	01/31/06	76/589,763	04/29/04
KI	700 Series	U.S.	2,253,949	06/15/99	75/117,887	06/12/96
KI	Acclaim (OEI Economy File Line)	U.S.	2,022,608	12/10/96	74/683,211	06/01/95
KI	Advise (OEI)	U.S.	3,544,312	12/09/08	77/160,460	04/19/07
KI	AerDyn	U.S.	2,774,056	10/14/03	76/418,338	05/29/02
KI	AGI	U.S.	2,462,108	06/19/01	75/479,182	05/05/98
KI	All Terrain	U.S.	2,582,841	06/18/02	75/740,794	06/30/99
KI	Allude	U.S.	3,166,774	10/31/06	78/690,482	08/11/05
KI	Amberg OEI Desk System	U.S.	2,185,044	08/25/98	75/251,644	03/03/97
KI	Arena	U.S.	2,031,029	01/14/97	74/665,482	04/25/95
KI	Aria	U.S.	1,812,948	12/21/93	74/295,320	07/16/92
KI	Arissa	U.S.	3,604,107	04/07/09	77/466,616	05/06/08
KI	Aristotle	U.S.	3,541,566	12/02/08	77/374,199	01/17/08
KI	Athens	U.S.	3,399,195	03/18/08	77/107,351	02/14/07
KI	Avenue	U.S.	2,118,406	12/02/97	75/088,552	04/15/96
KI	Balance	U.S.	2,640,796	10/22/02	76/234,897	04/03/01
KI	Barron	U.S.	1,921,282	09/19/95	74/554,535	07/28/94
KI	Breathe	U.S.	3,071,605	03/21/06	76/618,004	10/27/04
KI	Briar (AGI Mark)	U.S.	2,455,758	05/29/01	75/479,181	05/05/98
KI	Cheyenne (OEI Version of Perry)	U.S.	2,462,059	06/19/01	75/422,618	01/21/98
KI	Comfort Line	U.S.	1,806,750	11/23/93	74/304,094	08/11/92
KI	Command (OEI "M" Wall)	U.S.	3,331,762	11/06/07	78/767,650	12/06/05
KI	Concerto	U.S.	2,010,963	10/22/96	74/620,234	01/10/95
KI	Consult	U.S.	3,577,392	02/17/09	77/297,389	10/05/07
KI	Corporate Services	U.S.	3,596,818	03/24/09	77/468,447	05/07/08
KI	Corporate Services and Design	U.S.	3,634,017	06/09/09	77/468,884	05/08/08
KI	CrossRoads	U.S.	2,780,516	11/04/03	76/414,959	05/28/02
KI	Custom Options	U.S.	3,266,486	07/17/07	76/494,400	02/26/03
KI	Da Vinci	U.S.	3,577,959	02/17/09	78/790,528	01/12/06
KI	Dalton	U.S.	3,661,253	07/28/09	77/032,948	10/31/06
KI	Dance	U.S.	2,551,140	03/19/02	76/112,680	08/18/00
KI	Dante	U.S.	3,743,313	01/26/10	77/711,025	04/09/09
KI	Darwin	U.S.	3,220,853	03/20/07	78/790,508	01/12/06
KI	DataLink	U.S.	2,445,145	04/17/01	75/741,782	06/30/99
KI	Daylight	U.S.	3,171,888	11/14/06	76/600,414	06/29/04
KI	Delsanti	U.S.	3,220,852	03/20/07	78/790,489	01/12/06
KI	DuraLite	U.S.	2,226,793	02/23/99	75/358,349	09/17/97
KI	DuraMesh	U.S.	3,743,308	01/26/10	77/707,825	04/06/09
KI	Encompass	U.S.	3,500,138	09/09/08	78/767,699	12/06/05
KI	Engage	U.S.	2,478,673	08/14/01	76/047,608	05/12/00
KI	Enlite	U.S.	3,690,564	09/29/09	77/638,287	12/22/08
KI	E-Series (Economy File Line)	U.S.	2,124,197	12/23/97	75/009,660	10/12/95
KI	Essex	U.S.	3,225,711	04/03/07	78/572,861	02/23/05
KI	FaceTime	U.S.	3,357,976	12/18/07	78/923,844	07/06/06
KI	Flat Screen Garage	U.S.	3,299,005	09/25/07	78/592,515	03/22/05
KI	Flexible WorkSpace	U.S.	2,891,459	10/05/04	75/467,975	04/14/98
KI	Flexstation (OEI Version of WorkZone)	U.S.	2,139,674	02/24/98	75/133,137	07/12/96

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KI	Furnishing Knowledge	U.S.	3,699,741	10/20/09	77/403,545	02/22/08
KI	Front Row Seats	U.S.	1,941,832	12/12/95	74/554,534	07/28/94
KI	Galleria	U.S.	2,098,114	09/16/97	75/001,387	10/04/95
KI	GateOne	U.S.	2,194,326	10/06/98	75/278,360	04/18/97
KI	Genesis	U.S.	3,177,336	11/28/06	76/226,340	03/19/01
KI	Genius	U.S.	2,599,232	07/23/02	76/202,691	01/31/01
KI	Glimmer	U.S.	3,541,567	12/02/08	77/374,220	01/17/08
KI	Grand Salon	U.S.	2,801,182	12/30/03	76/431,858	07/16/02
KI	Guide (OEI)	U.S.	3,489,960	08/19/08	77/275,650	09/10/07
KI	Henley	U.S.	2,880,500	08/31/04	76/540,350	08/13/03
KI	Heroic	U.S.	3,032,722	12/20/05	76/606,030	08/03/04
KI	Hurry Up!	U.S.	2,839,109	05/04/04	76/488,839	02/05/03
KI	Impress	U.S.	3,096,873	05/23/06	78/574,278	02/24/05
KI	Improving Your Quality of Life	U.S.	1,996,993	08/27/96	74/728,157	09/12/95
KI	Impulse	U.S.	2,854,109	06/15/04	75/935,652	03/03/00
KI	Inquire	U.S.	3,459,097	07/01/08	77/173,316	05/04/07
KI	Instruct	U.S.	3,363,028	01/01/08	77/097,718	02/02/07
KI	InTandem	U.S.	2,652,721	11/19/02	76/337,238	11/12/01
KI	Intellect	U.S.	2,902,129	11/09/04	76/534,726	07/23/03
KI	Intellect Wave	U.S.	3,513,955	10/07/08	77/350,166	12/12/07
KI	Ithaca	U.S.		12/18/07	77/065,064	12/15/06
KI		U.S.	3,356,951	06/11/02	75/820,982	10/12/99
	It's A Smart Thing!		2,579,469			
KI	KI (Block)	U.S.	1,831,367	04/19/94	74/407,701	07/06/93
KI	KI (Stylized)	U.S.	1,844,458	07/12/94	74/414,490	07/19/93
KI	KI Connects	U.S.	2,851,752	06/08/04	76/488,889	02/05/03
KI	KI Working For You Logo	U.S.	2,560,398	04/09/02	76/219,066	03/02/01
KI	Krueger (Stylized)	U.S.	1,229,845	03/08/83	321,696	07/31/81
KI	Krueger International	U.S.	1,976,220	05/28/96	74/645,956	03/13/95
KI	Lancaster	U.S.	3,107,255	06/20/06	76/559,805	10/30/03
KI	Laptop Garage	U.S.	3,102,303	06/06/06	78/592,479	03/22/05
KI	LaResta	U.S.	3,360,950	12/25/07	78/943,219	08/02/06
KI	Logix	U.S.	2,010,658	10/22/96	74/554,395	07/28/94
KI	Logo Seating	U.S.	1,961,173	03/05/96	74/541,211	06/24/94
KI	Maestro	U.S.	2,243,145	05/04/99	75/169,454	09/20/96
KI	Market of One	U.S.	2,525,824	01/01/02	75/819,815	10/12/99
KI	Matrix	U.S.	1,120,055	06/12/79	164,038	03/24/78
KI	Matrix Chair Design	U.S.	2,275,101	09/07/99	75/041,623	01/11/96
KI	MI6	U.S.	3,235,365	04/24/07	78/785,064	01/04/06
KI	Mobile Universe	U.S.	2,727,481	06/17/03	75/789,020	08/31/99
KI	Navigator	U.S.	2,640,996	10/22/02	76/315,189	09/19/01
KI	Novel	U.S.	3,304,660	10/02/07	78/909,215	06/15/06
KI	OEI	U.S.	1,951,422	01/23/96	74/645,952	03/13/95
KI	On The Go!	U.S.	2,458,482	06/05/01	75/802,454	09/15/99
KI	Orlo	U.S.	3,071,603	03/21/06	76/616,805	10/19/04
KI	Pallas	U.S.	1,981,137	06/18/96	74/703,744	07/20/95
KI	Pallas 3	U.S.	2,278,484	09/14/99	75/425,792	01/29/98
KI	Pailas and Logo	U.S.	2,511,851	11/27/01	75,941,752	03/10/00
KI	Pallas Cares	U.S.	1,971,733	04/30/96	74/501,911	03/16/94
KI	Pallas Panels	U.S.	2,271,179	08/17/99	75/425,791	01/29/98
KI	Pallas Walls	U.S.	1,889,972	04/18/95	74/501,950	03/21/94
KI	Perth	U.S.	2,564,473	04/23/02	76/062,575	06/01/00
KI	Piper	U.S.	2,882,746	09/07/04	76/527,408	06/23/03
KI	Power Tower	U.S.	2,246,693	05/18/99	75,365,777	09/30/97
KI	PowerComm	U.S.	1,918,857	09/12/95	74/517,408	04/26/94
KI	PowerUp	U.S.	2,257,432	06/29/99	75/044,617	01/17/96
KI	Powerworks	U.S.	2,446,843	04/24/01	75/592,614	11/20/98
KI	Premier	U.S.	2,021,220	12/03/96	74/554,393	07/28/94

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KI	Product Logo	U.S.	2,626,401	09/24/02	76/216,682	02/27/01
KI	Promenade	U.S.	1,775,892	06/08/93	74/222,440	11/18/91
KI	Prosper ("M" Wall) (KI)	U.S.	3,379,463	02/05/08	78/767,675	12/06/05
KI	Rapture	U.S.	2,580,123	06/11/02	76/137,891	09/29/00
KI	Reclaim	U.S.	2,175,236	07/21/98	74/554,390	07/28/94
KI	Revelation	U.S.	2,861,145	07/06/04	76/512,719	04/22/03
KI	Roomscape	U.S.	2,034,372	01/28/97	74/657,617	04/07/95
KI	Sapphire	U.S.	2,041,144	02/25/97	74/631,365	02/08/95
KI	Series XXI	U.S.	1,901,763	06/27/95	74/477,441	01/07/94
KI	Sela	U.S.	3,743,322		77/731,602	05/07/09
KI	Silhouette	U.S.	2,528,028	01/08/02	75/675,812	04/06/99
KI	Smart Touch	U.S.	3,463,561	07/08/08	77/160,477	04/19/07
KI	Solitude	U.S.	2,762,720	09/09/03	76/419,313	06/10/02
KI	Soltice	U.S.	3,160,914	10/17/06	78/673,194	07/19/05
KI	Sophic (OEI)	U.S.	3,489,994	08/19/08	77/283,064	09/19/07
KI	Strive	U.S.	3,521,588	10/21/08	77/184,400	05/18/07
KI	StudioWorks	U.S.	3,350,245	12/04/07	78/893,866	05/26/06
KI	Sustain	U.S.	2,992,956	09/06/05	76/568,646	12/22/03
KI	Synthesis	U.S.	3,220,859	03/20/07	78/802,494	01/30/06
KI	System 3000	U.S.	2,019,850	11/26/96	74/644,842	03/08/95
KI	System XXI	U.S.	1,980,384	06/18/96	74/479,881	01/18/94
KI	SystemsWall	U.S.	1,996,217	08/20/96	74/643,530	03/08/95
KI	SystemsWall	U.S.	1,949,180	01/16/96	74/645,955	03/13/95
KI	T-4	U.S.	2,919,635	01/18/05	76/540,351	08/13/03
KI	Technical Innovation by Design	U.S.	2,424,229	01/23/01	75/819,806	10/12/99
KI	Tempe	U.S.	2,155,409	05/05/98	75/088,605	04/15/96
KI	The Perfect Blend Of Form	U.S.	3,220,860	03/20/07	78/802,508	01/30/06
• ••	And Function	0.0.	0,220,000	00/20/07	70,002,000	01700700
KI	Three	U.S.	2,754,287	08/19/03	76/416,483	06/03/02
KI	Trek	U.S.	2,798,788	12/23/03	76/398,080	04/19/02
KI	True	U.S.	2,811,580	02/03/04	76/472,027	11/19/02
KI	Tucson	U.S.	2,159,423	05/19/98	75/088,604	04/15/96
KI	Ultralite	U.S.	3,671,070	08/18/09	78/918,109	06/27/06
KI	Uniframe	U.S.	2,188,180	09/08/98	75/096,121	04/29/96
KI	Unify	U.S.	3,357,991	12/18/07	78/927,036	07/11/06
KI	ValueLite	U.S.	2,998,826	09/20/05	76/590,848	05/06/04
KI	Velo	U.S.	3,130,386		76/616,806	10/19/04
KI	Venue	U.S.	2,115,021	11/25/97	74/710,398	08/03/95
KI	Venus	U.S.	2,743,990	07/29/03	76/315,190	09/19/01
KI	Versa	U.S.	1,474,995	02/.02/88	559,522	09/23/85
KI	Volition	U.S.	2,770,096	09/30/03	76/389,311	03/28/02
KI	Wireworks	U.S.	2,453,678	05/22/01	75/592,601	11/20/98
KI	Working For You	U.S.	2,586,520	06/25/02	76/174,267	12/01/00
KI	Workzone	U.S.	2,273,387	08/31/99	75/328,830	07/22/97
KI	Xclaim	U.S.	2,877,932	08/24/04	76/526,076	06/17/03
KI	You Make The Rules. We Make The Rest.	U.S.	2,557,345	04/02/02	76/199,769	01/24/01

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Applications For U.S. Trademark Registration

	Trademark	Country	Registration Number	Issue Date	Application Number	Application Date
KI	Altus	U.S.			77/750,901	06/03/09
KI	Barron	U.S.			78/850,167	03/30/06
KI	Develop	U.S.			77/925,562	02/02/10
KI	Emissary	U.S.			77/830,863	09/21/09
KI	Govern (OEI Version of DataLink)	U.S.			77/267,972	08/30/07
KI	Input (OEI Version of U-Series)	U.S.			77/770,848	06/30/09
KI	Outfit (OEI)	U.S.			77/800,520	08/10/09
KI	Pilot	U.S.			77/659,552	01/29/09
KI	Prof (OEI's Version of In- Tandem)	U.S.			77/267,979	08/30/07
KI	Sirona	U.S.			77/726,098	04/30/09
KI	Smart Lift	U.S.			77/942,239	02/23/10
KI	Spec Engine	U.S.			77/193,164	05/30/07
KI	SpineWorks	U.S.		 	77/441,642	04/08/07
KI	Unite	U.S.			77/786,170	07/21/06

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RECORDED: 04/15/2010