10/17/00

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

11-08-2000

101508372

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- [X] New
- [ ] Resubmission (Non-Recordation) Document ID #
- [ ] Correction of PTO Error Reel # Frame #
- [ ] Corrective Document Reel # Frame #

Conveyance Type

- [ ] Assignment
- [ ] License
- [ ] Security Agreement
- [ ] Nunc Pro Tunc Assignment
- [ ] Merger
- [ ] Change of Name
- [X] Other: Trademark Collateral Agreement

Effective Date Month Day Year: 10/10/00

Conveying Party [ ] Mark if additional names of conveying parties attached

Name: Fixtures Manufacturing Corporation

Execution Date Month Day Year: 10/10/00

Formerly:

[ ] Individual [ ] General Partnership [ ] Limited Partnership [X] Corporation [ ] Association

[ ] Other:

[X] Citizenship/State of Incorporation/Organization: Missouri

Receiving Party [ ] Mark if additional names of receiving parties attached

Name: Harris Trust and Savings Bank, as Agent

DBA/AKA/TA:

Composed of:

Address (line 1): 111 West Monroe Street

Address (line 2):

Address (line 3): Chicago (City) Illinois (State/Country) 60603 (Zip Code)

[ ] Individual [ ] General Partnership [ ] Limited Partnership [ ] If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. *(Designation must be a separate document from Assignment.)*

[ ] Corporation [ ] Association

[X] Other: Illinois banking corporation

[X] Citizenship/State of Incorporation/Organization: Illinois

11/07/2000 DBYRNE 00000049 747283

FOR OFFICE USE ONLY

01 FC:481 40.00 OP
02 FC:482 675.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number 312-845-2955

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

RETURN TO:
FEDERAL RESEARCH CORP
400 SEVENTH STREET NW
SUITE 101
WASHINGTON DC 20004

Pages

Enter the total number of pages of the attached conveyance document including any attachments. # 5

Trademark Application Number(s) or Registration Number(s)

☐ Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
See Schedule A attached hereto					

Number of Properties

Enter the total number of properties involved. # 28

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): $ 715.00

Method of Payment: Enclosed ☐ Deposit Account ☐

Deposit Account
(Enter for payment by deposit account or if additional fees can be charged to the account.)
Deposit Account Number: #

Authorization to charge additional fees: Yes ☐ No ☐

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. Charges to deposit account are authorized, as indicated herein.

Gregory T. Pealer		October 12, 2000
Name of Person Signing	Signature	Date Signed

SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT

U.S. TRADEMARKS

Title or Mark	Registration No.	Registration Date
ASTRO	747,289	3/26/1963
D CHAIR Plus Design	1,194,355	2/27/1982
DISCOVERY Plus Design	1,208,957	9/14/1982
DURAFLEX Plus Design	1,245,309	7/12/1983
MEMORY Plus Design	1,245,307	7/12/1983
DYNAMETRIC Plus Design	1,248,308	7/12/1983
DESIGNER Plus Design	1,254,558	10/18/1983
RIO and Design	1,285,274	7/10/1984
FIXTURES FURNITURE	1,311,123	12/25/1984
TORNO (Stylized)	1,314,676	1/15/1985
FORUM	1,314,677	1/15/1985
FF LOGO	1,330,898	4/16/1985
THE ULTIMATE SITTING MACHINE (Stylized)	1,336,699	5/21/1985
FLIP/SEAT	1,396,246	6/3/1986
DIAL-A-BACK	1,397,683	6/17/1986
ENCORE	1,404,063	8/5/1986

DELOS	1,471,481	11/18/1986
CONTRACT CLASSICS	1,318,788	11/25/1986
RHOMBUS	1,431,174	3/3/1987
REVEAL	1,454,280	8/25/1987
TORNO	1,493,144	6/21/198
ALBI (Stylized)	1,519,862	1/10/1989
BOLA	1,520,962	1/17/1989
Romo (Stylized)	1,532,458	3/28/1989
ENCORE	1,618,814	10/23/1989
JAZZ	2,219,507	1/19/1999
F and Design	2,223,108	2/9/1999

Pending U.S. Trademarks	Serial No.	Filing Date
MEDLEY	75/843,875	11/08/1999
MEDLEY	Pending	

TRADEMARK COLLATERAL AGREEMENT

This 10th day of October, 2000, Fixtures Manufacturing Corporation, a Missouri corporation (*"Debtor"*) with its mailing address at 6530 Winner Road, Kansas City, Missouri, 64152, in consideration of ten dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to Harris Trust and Savings Bank, an Illinois banking corporation, as collateral agent (in such capacity, the *"Collateral Agent"*) for the Agent and the banks and other financial institutions (*the "Lenders"*) from time to time parties to the Credit Agreement dated as of October 10, 2000 (as amended, amended and restated, supplemented or otherwise modified from time to time, the *"Credit Agreement"*), among Jami, Inc., a Kansas corporation (the *"Borrower"*), the Lenders and Harris Trust and Savings Bank, as Agent, with its mailing address at 111 West Monroe Street, Chicago, Illinois 60690 and its successors and assigns (Harris Trust and Savings Bank in its capacity as such Collateral Agent is referred to herein as the *"Secured Party"*), and grants to Secured Party a continuing security interest in, the following property:

(i) Each trademark, trademark registration and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and

(ii) Each trademark license listed on Schedule A hereto and all royalties and other sums due or to become due under or in respect of each such trademark license, together with the right to sue for and collect all such royalties and other sums; and

(iii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark or trademark registration listed on Schedule A hereto or of any trademark licensed under a trademark license listed on Schedule A or by reason of injury to the goodwill associated with any such trademark, trademark registration or trademark license, in each case together with the right to sue for and collect said damages;

to secure performance of all of the Obligations as set out in that certain Security Agreement dated as of October 10, 2000, among the Borrower, the Debtor and the other parties from time to time named therein to the Secured Party (the *"Security Agreement"*). Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Secured Party of any applications by Debtor for a Trademark based on an intent to use the same if and so long as such application is pending and not matured into a registered Trademark (such pending applications which are based on intent to use being hereinafter referred to collectively as *"Intent-To-Use Applications"*), but rather, if and so long as Debtor's Intent-To-Use Application is pending this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Secured Party on such Intent-To-Use Application as collateral security for the Obligations.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, trademark applications and trademark licenses made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

All terms defined in the Agreement, whether by reference or otherwise, when used herein, shall have their respective meanings set forth therein, unless the context requires otherwise.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

FIXTURES MANUFACTURING CORPORATION

By Bradley W Fountain
Its VICE PRESIDENT FINANCE

BRADLEY W. FOUNTAIN
(Type or Print Name)

HARRIS TRUST AND SAVINGS BANK,
as Agent

By _____
Its _____

_____
(Type or Print Name)

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, trademark applications and trademark licenses made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

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IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

FIXTURES MANUFACTURING CORPORATION

By _____
Its _____

_____
(Type or Print Name)

HARRIS TRUST AND SAVINGS BANK,
as Agent

By Len E Meyer
Its Vice President

Len E. Meyer
(Type or Print Name)