

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Knoll, Inc.		09/29/2004	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	UBS AG, Stamford Branch
Street Address:	677 Washington Blvd.
City:	Stamford
State/Country:	CONNECTICUT
Postal Code:	06901
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 60

Property Type	Number	Word Mark
Registration Number:	2358616	0
Registration Number:	2360798	30 E
Registration Number:	2360796	30 W
Registration Number:	2744625	A3
Registration Number:	2111132	BACKPACK
Registration Number:	0772313	BARCELONA
Registration Number:	1926359	BIG DIPPER
Registration Number:	1655890	BULLDOG
Registration Number:	1737652	CALIBRE
Registration Number:	2019756	COUNTERFORCE
Registration Number:	2237475	CURRENTS
Registration Number:	2124373	DISCUS
Registration Number:	2272597	DIVIDENDS
Registration Number:	2807283	DIVINA
Registration Number:	0842430	DUO-SYNCRO

Registration Number:	2363223	EQUATOR
Registration Number:	1763700	EQUITY
Registration Number:	2394237	FOG
Registration Number:	2647032	GIGI
Registration Number:	1978933	GOOD DESIGN IS GOOD BUSINESS
Registration Number:	2064087	JR
Registration Number:	0557891	KNOLL
Registration Number:	1897530	KNOLL
Registration Number:	1449734	KNOLL
Registration Number:	1886080	KNOLL EXTRA
Registration Number:	1925118	KNOLL EXTRA
Registration Number:	1930829	KNOLL EXTRA
Registration Number:	1923595	KNOLL EXTRA
Registration Number:	1889928	KNOLL EXTRA
Registration Number:	0557893	KNOLL INTERNATIONAL
Registration Number:	1821382	KNOLL STUDIO
Registration Number:	1351746	KNOLL WALL
Registration Number:	1926360	LITTLE DIPPER
Registration Number:	2365250	LONGITUDE
Registration Number:	1893629	MAGNUSSON DOWNTOWN
Registration Number:	1887928	MAGNUSSON MIDTOWN
Registration Number:	1893630	MAGNUSSON UPTOWN
Registration Number:	1773588	ORCHESTRA
Registration Number:	2415886	PAPERCLIP
Registration Number:	1905003	PARACHUTE
Registration Number:	2065353	PROPELLER
Registration Number:	2352223	REFF
Registration Number:	2483718	RPM
Registration Number:	1931985	SAGUARO CACTUS
Registration Number:	1996058	SALSA
Registration Number:	1931967	SURF
Registration Number:	1931984	TOOTHPICK CACTUS
Registration Number:	2537287	UPSTART
Registration Number:	2660606	VISOR
Registration Number:	1414255	VOLANTE

Serial Number:	76404230	OXYGEN
Serial Number:	76420744	CECILIA
Serial Number:	76543306	JOE
Serial Number:	76546770	KREFELD
Serial Number:	76558633	AUTOSTRADA
Serial Number:	76556819	
Serial Number:	76556824	
Serial Number:	76556816	
Serial Number:	76556821	
Serial Number:	76556817	

CORRESPONDENCE DATA

Fax Number: (714)755-8290

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

Phone: 7145401235

Email: ipdocket@lw.com

Correspondent Name: Perry J. Viscounty, Esq.

Address Line 1: 650 Town Center Drive, Suite 2000

Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:

022411-0336

NAME OF SUBMITTER:

Anna T Kwan

Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as may be amended, restated, supplemented or otherwise modified from time to time, this "Trademark Security Agreement"), dated as of September 29, 2004, by **KNOLL, INC.** (the "Grantor"), in favor of **UBS AG, STAMFORD BRANCH**, as administrative agent (in such capacity, as the "Administrative Agent") for the benefit of the banks, financial institutions and other entities (the "Lenders") from time to time parties to the Credit Agreement dated as of September 29, 2004 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement").

WITNESSETH:

WHEREAS, **KNOLL, INC.**, (the "Borrower"), has entered into a Credit Agreement, dated as of September 29, 2004, with the banks and other financial institutions and entities from time to time party thereto (the "Lenders"), **GOLDMAN SACHS CREDIT PARTNERS L.P.**, and **UBS AG, STAMFORD BRANCH**, as joint lead arrangers and joint bookrunners (in such capacity, the "Lead Arrangers"), **GOLDMAN SACHS CREDIT PARTNERS L.P.**, as syndication agent (in such capacity, the "Syndication Agent"), **UBS SECURITIES LLC** and **GOLDMAN SACHS CREDIT PARTNERS L.P.**, as co-documentation agents (in such capacity, the "Documentation Agents"), and **UBS AG, STAMFORD BRANCH** as administrative agent (in such capacity, the "Administrative Agent").

WHEREAS, it is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrower under the Credit Agreement that the Borrower and Grantor shall have executed and delivered that certain Guarantee and Collateral Agreement, dated as of September 29, 2004, in favor of the Administrative Agent (as amended, supplemented, replaced or otherwise modified from time to time, the "Guarantee and Collateral Agreement") for the ratable benefit of the Secured Parties (as defined in the Guarantee and Collateral Agreement).

WHEREAS, under the terms of the Guarantee and Collateral Agreement, the Grantor has granted a security interest in certain property, including, without limitation, certain Intellectual Property of the Grantor, including all successors and assigns, to the Administrative Agent for the ratable benefit of the Secured Parties and, upon the payment in full of all amounts owed to the Secured Parties, has agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office and other applicable Governmental Authorities.

WHEREAS, this Agreement is supplemental to the provisions contained in the Guarantee and Collateral Agreement and the Credit Agreement and, in the event of an inconsistency among them, the Credit Agreement shall control over the Guarantee and Collateral Agreement and the Guarantee and Collateral Agreement shall control over this Agreement.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

SECTION 1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Guarantee and Collateral Agreement, and, if not therein defined, in the Credit Agreement.

SECTION 2. (1) GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to the Administrative Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of Grantor's right, title and interest in, to and under the following, whether now owned or existing or hereafter acquired or arising and wherever located (collectively, the "Trademark Collateral"):

(a) all United States, state and foreign trademarks, service marks, certification marks, collective marks, trade names, corporate names, d/b/as, business names, fictitious business names, internet domain names, trade styles, logos, other source or business identifiers, designs and general intangibles of a like nature, rights of publicity and privacy pertaining to the right to use names, likenesses and biographical data, all registrations and applications for any of the foregoing including, but not limited to, the registrations and applications referred to on Schedule I hereto (as such schedule may be amended or supplemented from time to time);

(b) any and all agreements granting any right in, to or under Trademarks to which Grantor is a party (whether such Grantor is licensee or licensor thereunder);

(c) all renewals of the foregoing;

(d) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License;

(e) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill; and

(f) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit.

(2) LIMITED EXCLUSIONS. Notwithstanding anything herein to the contrary, this Trademark Security Agreement shall not constitute a grant of a security interest in any property, now owned or hereafter acquired, to the extent that the collateral relates to: (a) assets sold to a person which is not a Grantor in compliance with the Credit Agreement, (b) assets owned by a Guarantor after the release of the guarantee of such Guarantor pursuant to Section 7.15, (c) assets subject to a Lien permitted by Sections 6.2(a), (c) and (i) of the Credit Agreement, (d) licenses, contracts and agreements which contain a valid and enforceable prohibition on the creation of a security interest therein (but only to the extent the grant of a security interest thereon would constitute a default thereunder) so long as such prohibition remains in effect and is valid notwithstanding Sections 9-406 and 9-408 of the applicable Uniform Commercial Code, and (f) any other asset, if any, specifically identified from time to time by the Administrative Agent and the Borrower in writing in connection with the determination by the Administrative Agent pursuant to the last sentence of Section 5.9 of the Credit Agreement.

SECTION 3. GUARANTEE AND COLLATERAL AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Administrative Agent, for the benefit of the Secured Parties, pursuant to the Guarantee and Collateral Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall control.

SECTION 4. APPLICABLE LAW. This Trademark Security Agreement and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York, without regard to its conflicts of law provisions (other than Section 5-1401 and Section 5-1402 of the New York General Obligation Laws).

SECTION 5. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

KNOLL, INC.

By: Barry L. McCabe
Name: Barry L. McCabe
Title: Chief Financial Officer and Senior Vice-President

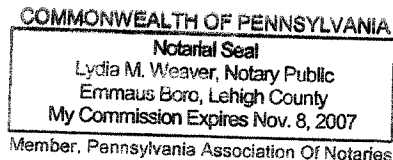
ACKNOWLEDGMENT OF GRANTOR

STATE OF PA)
COUNTY OF Montgomery) ss.

On this 24th day of September, 2004 before me personally appeared Barry L. McCabe proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of the Grantor, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Lydia M. Weaver
Notary Public

{seal}



(signatures continue on next page)

OC\703681

[Trademark Security Agreement]

TRADEMARK
REEL: 002951 FRAME: 0505

Accepted and Agreed:

UBS AG, STAMFORD BRANCH,
as Administrative Agent

By: _____

Name:
Title:



Wilfred V. Saint
Director
Banking Products
Services, US

By: _____

Name:
Title:



Joselin Fernandes
Associate Director
Banking Products
Services, US

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

U.S. Trademark Applications

Pending U.S. Federal Trademark Applications	
Mark	Serial No.
OXYGEN	76/404,230
CECILIA	76/420,744
JOE	76/543,306
KREFELD	76/546,770
AUTOSTRADA	76/558,633
Design application for chair	76/556,819
Design application for couch	76/556,824
Design application for stool	76/556,816
Design application for table	76/556,821
Design application for chair	76/556,817

U.S. Trademark Registrations

U.S. Federal Trademark Registrations	
Mark	Reg. No.
0 Degrees	2,358,616
30 Degrees E	2,360,798
30 Degrees W	2,360,796
A3	2,744,625
BACKPACK	2,111,132
BARCELONA	772,313
BIG DIPPER	1,926,359
BULLDOG	1,655,890
CALIBRE	1,737,652
COUNTERFORCE	2,019,756
CURRENTS	2,237,475
DISCUS	2,124,373
DIVIDENDS	2,272,597
DIVINA	2,807,283
DUO-SYNCRO	842,430
EQUATOR	2,363,223
EQUITY	1,763,700
FOG	2,394,237
GIGI	2,647,032
GOOD DESIGN IS GOOD BUSINESS	1,978,933
JR	2,064,087
KNOLL	557,891
KNOLL	1,897,530
KNOLL	1,449,734
KNOLL EXTRA	1,886,080
KNOLL EXTRA	1,925,118
KNOLL EXTRA	1,930,829
KNOLL EXTRA	1,923,595
KNOLL EXTRA	1,889,928
KNOLL INTERNATIONAL	557,893

U.S. Federal Trademark Registrations	
Mark	Reg. No.
KNOLL STUDIO	1,821,382
KNOLL WALL	1,351,746
LITTLE DIPPER	1,926,360
LONGITUDE	2,365,250
MAGNUSSON DOWNTOWN	1,893,629
MAGNUSSON MIDTOWN	1,887,928
MAGNUSSON UPTOWN	1,893,630
ORCHESTRA	1,773,588
PAPERCLIP	2,415,886
PARACHUTE	1,905,003
PROPELLER	2,065,353
REFF	2,352,223
RPM	2,483,718
SAGUARO CACTUS	1,931,985
SALSA	1,996,058
SURF	1,931,967
TOOTHPICK CACTUS	1,931,984
UPSTART	2,537,287
VISOR	2,660,606
VOLANTE	1,414,255

Non-U.S. Trademark Applications

Foreign Trademark Applications		
Country	Mark	App. No.
Canada	FOG	1012595
Philippines	KNOLL	120155
Egypt	THE KNOLL GROUP	79305
India	THE KNOLL GROUP	541645
Italy	KNOLL	4925 2003
Italy	PARACHUTE	4934 2003
Italy	SOHO	4924 2003

Non-U.S. Trademark Registrations

Foreign Trademark Registrations		
Country	Mark	Reg. No.
Canada	A3	TMA613735
Mexico	A3	718186
Canada	BACKPACK	TMA446192
Argentina	BULLDOG	1593184
Australia	BULLDOG	A535073
Benelux	BULLDOG	478860
Brazil	BULLDOG	815545266
Canada	BULLDOG	TMA398864
Colombia	BULLDOG	171047
Denmark	BULLDOG	VR1991/06374
France	BULLDOG	1601702
Germany	BULLDOG	1179733

Foreign Trademark Registrations		
Country	Mark	Reg. No.
Greece	BULLDOG	99258
Ireland	BULLDOG	138334
Italy	BULLDOG	912086
Italy	BULLDOG	584721
Mexico	BULLDOG	386336
Norway	BULLDOG	150673
Portugal	BULLDOG	264715
Spain	BULLDOG	1570068
Sweden	BULLDOG	238846
United Kingdom	BULLDOG	2243116
United Kingdom	BULLDOG	2101341
Mexico	CURRENTS	624822
Canada	DISCUS	TMA484310
Canada	DIVIDENDS	TMA507416
Mexico	DIVIDENDS	819474
European Community	ECURRENTS	1676436
Mexico	FOG	619608
Australia	GAVINA	242011
United Kingdom	GAVINA	964807
Canada	GIGI	TMA591334
Canada	GOOD DESIGN IS GOOD BUSINES	TMA496897
Canada	JR	TMA505419
Canada	K & Design	TMA174605
Argentina	KNOLL	1609888
Benelux	KNOLL	531774
Brazil	KNOLL	817303421
Canada	KNOLL	TMA440894
Chile	KNOLL	418403
China	KNOLL	762495
Colombia	KNOLL	170085
Ecuador	KNOLL	2006-94
Finland	KNOLL	131474
France	KNOLL	93/484637
Germany	KNOLL	2069004
Germany	KNOLL	279795
Greece	KNOLL	115539
Indonesia	KNOLL	310547
Israel	KNOLL	87334
Italy	KNOLL	00669739
Japan	KNOLL	742255
Japan	KNOLL	3189664
Korea	KNOLL	303300
Korea	KNOLL	269217
Mexico	KNOLL	234475
Puerto Rico	KNOLL	33183
Russian Federation	KNOLL	126381
Saudi Arabia	KNOLL	307/39
Spain	KNOLL	1760987
Switzerland	KNOLL	411985
Taiwan	KNOLL	629098
Thailand	KNOLL	KOR22327

Foreign Trademark Registrations		
Country	Mark	Reg. No.
Turkey	KNOLL	144256
Venezuela	KNOLL	109.151-F
Brazil	KNOLL and design	790279339
Morocco	KNOLL design	48217
Canada	KNOLL EXTRA	TMA453526
United Kingdom	KNOLL EXTRA	1558132
Austria	KNOLL INTERNATIONAL	104134
Chile	KNOLL INTERNATIONAL	523187
Colombia	KNOLL INTERNATIONAL	90326
Finland	KNOLL INTERNATIONAL	92259
Italy	KNOLL INTERNATIONAL	787342
Lebanon	KNOLL INTERNATIONAL	37236
New Zealand	KNOLL INTERNATIONAL	127966
Norway	KNOLL INTERNATIONAL	117303
South Africa	KNOLL INTERNATIONAL	B81/9601
Benelux	KNOLL INTERNATIONAL and design	109019
Canada	KNOLL STUDIO	TMA437831
United Kingdom	KNOLL STUDIO	1557911
Canada	KNOLL. GOOD DESIGN IS GOOD BUSINESS	TMA451596
European Community	KNOLLSCOPE	001775386
European Community	KNOLLSELECT	001775162
Canada	MAGNUSSON DOWNTOWN	TMA445792
Canada	MAGNUSSON UPTOWN	TMA454976
Canada	ORCHESTRA	446530
Canada	PAPERCLIP	TMA446188
United Kingdom	PAPERCLIP	1557905
Benelux	PARACHUTE	544048
Canada	PARACHUTE	TMA467829
Chile	PARACHUTE	438232
France	PARACHUTE	93/496591
Germany	PARACHUTE	2078657
Italy	PARACHUTE	00678932
Japan	PARACHUTE	3228478
Mexico	PARACHUTE	459204
United Kingdom	PARACHUTE	1557914
Canada	PROPELLER	TMA448730
Mexico	PROPELLER	485337
Canada	REFF	TMA487144
Mexico	REFF	483519
Canada	RPM	TMA579895
Mexico	RPM	666245
Canada	SAGUARO CACTUS	TMA472075
Canada	SALSA	TMA467830
Benelux	SOHO	539758
Canada	SOHO	TMA445971
France	SOHO	93/486660
Germany	SOHO	2077715
Italy	SOHO	00677651
Mexico	SOHO	449125
Canada	SPINNEYBECK	576792
European	SPINNEYBECK	001916709

Foreign Trademark Registrations		
Country	Mark	Reg. No.
Community		
Argentina	STYLIZED K IN CIRCLE	1436348
Australia	STYLIZED K IN CIRCLE	B214056
Benelux	STYLIZED K IN CIRCLE	109072
Brazil	STYLIZED K IN CIRCLE	006182887
Brazil	STYLIZED K IN CIRCLE	006182879
Canada	STYLIZED K IN CIRCLE	TMA174605
Chile	STYLIZED K IN CIRCLE	523186
Colombia	STYLIZED K IN CIRCLE	67769
France	STYLIZED K IN CIRCLE	1453199
Germany	STYLIZED K IN CIRCLE	848063
Germany	STYLIZED K IN CIRCLE	765175
Italy	STYLIZED K IN CIRCLE	846422
Japan	STYLIZED K IN CIRCLE	828005
Japan	STYLIZED K IN CIRCLE	921615
Mexico	STYLIZED K IN CIRCLE	141730
Morocco	STYLIZED K IN CIRCLE	39538
New Zealand	STYLIZED K IN CIRCLE	85316
Peru	STYLIZED K IN CIRCLE	13729
Philippines	STYLIZED K IN CIRCLE	15363
Uruguay	STYLIZED K IN CIRCLE	337242
Germany	STYLIZED K IN DIAMOND	765175
Canada	SURF	TMA447288
Canada	SYSTEM Z	TMA356194
United Kingdom	TECHDESK	1213389
Austria	TECHGRAIN	99106
Germany	TECHGRAIN	1038594
Canada	THE KNOLL GROUP	TMA432952
Japan	THE KNOLL GROUP	2710597
Lebanon	THE KNOLL GROUP	55726
Morocco	THE KNOLL GROUP	45.911
Sweden	THE KNOLL GROUP	260989
Tunisia	THE KNOLL GROUP	910855
Canada	TOOTHPICK CACTUS	TMA472078
Canada	UPSTART	TMA568217
Mexico	UPSTART	682586
Canada	VISOR	TMA591278
Mexico	VISOR	unknown