



SCHEDULE A  
To

RECORDATION FORM COVER SHEET

TRADEMARKS ONLY

LIST OF TRADEMARKS AND TRADEMARK APPLICATIONS

REGISTERED TRADEMARKS

Trademark	Registration Number	Registration Date	File Date
HUMANSCALE	4053224	November 8, 2011	May 16, 2011

TRADEMARK APPLICATIONS

Trademark Application	Application/Serial Number	File Date
SYMTRA	85707923	August 20, 2012
MODE	85582459	March 28, 2012
FLOAT	85223514	January 21, 2011

## AMENDMENT TO TRADEMARK SECURITY AGREEMENT

This AMENDMENT TO TRADEMARK COLLATERAL SECURITY AGREEMENT (this "Amendment"), dated October 2, 2012, is by and between HUMANS SCALE CORPORATION ("Grantor"), and BANK OF AMERICA, N.A., as agent (in such capacity, the "Agent") for certain lenders. Capitalized terms used and not defined in this Amendment shall have the respective meanings given them in the Trademark Security Agreement (as hereinafter defined).

### WITNESSETH:

WHEREAS, Grantor and Agent are parties to the Trademark Security Agreement, dated as of November 4, 2010 (as the same now exists and as hereafter amended, modified, supplemented, renewed, restated and replaced, the "Trademark Security Agreement"), recorded by the Assignment Division of the U.S. Patent and Trademark Office on November 15, 2010 at Reel/Frame 4467/0834;

WHEREAS, pursuant to the Trademark Security Agreement, Grantor has, among other things, granted to Agent a security interest in certain present and future Trademarks and Trademark applications of Grantor, together with certain related assets, and has agreed to execute and deliver to Agent all agreements and documents as requested by Agent to evidence the security interests of Agent therein;

WHEREAS, Grantor has certain additional Trademarks and/or Trademark applications registered or filed with the U.S. Patent and Trademark Office which are not reflected in the Trademark Security Agreement; and

WHEREAS, Grantor and Agent now wish to amend the Trademark Security Agreement to include such additional Trademarks and Trademark applications.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Agent hereby agree as follows:

1. **Amendment to Trademark Security Agreement.**

(a) Without limiting any of the Collateral otherwise described in the Trademark Security Agreement, Schedule A to the Trademark Security Agreement is hereby amended to include, in addition and not by way of limitation, the Trademarks and Trademark applications described in Exhibit A attached hereto (such Trademarks and Trademark applications being referred to herein as the "Additional Trademarks").

(b) All references to the term "Collateral" in the Trademark Security Agreement shall be deemed and each such reference is hereby amended to include, in addition and not in limitation, all of the Additional Trademarks and the other assets described in Section 2 of this Amendment.

(c) All references to the term "Trademarks" in the Trademark Security Agreement shall be deemed and each such reference is hereby amended to include, in addition and not in limitation, the Additional Trademarks.

2. **Confirmation of Grant of Security Interest.** Without limiting the grant of the security interest or collateral assignment to Agent set forth in Section B of the Trademark Security Agreement or any other provision thereof, Grantor hereby confirms, reaffirms and restates its prior grant to Agent, for the ratable benefit of the Secured Parties, and hereby grants to Agent, for the ratable benefit of the Secured Parties, to secure the prompt payment and performance of the Obligations, a continuing security interest in: (a) the Additional Trademarks; (b) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof; (c) the right to sue for past, present and future infringements and dilutions thereof; (d) the goodwill of Grantor's business symbolized by the foregoing or connected therewith, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Additional Trademarks; (e) all of Grantor's rights corresponding thereto throughout the world; (f) all renewals of the foregoing; and (g) all products and proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Additional Trademark or any Additional Trademarks exclusively licensed under any license with respect thereto, including right to receive any damages, (ii) injury to the goodwill associated with any Additional Trademark, and (iii) right to receive license fees, royalties, and other compensation under any license with respect thereto.

3. **Representations, Warranties and Covenants.** All of the representations, warranties and covenants with respect to the Trademarks and the other Collateral set forth in Section D of the Trademark Security Agreement shall apply to the Additional Trademarks and other assets described in Section 2 of this Amendment.


4. **Effect of this Amendment.** Except as expressly amended pursuant hereto, no other changes or modifications to the Trademark Security Agreement or waivers of or consents under any provisions thereof are intended or implied, and in all other respects the Trademark Security Agreement is hereby specifically ratified, restated, and confirmed by all parties hereto as of the effective date hereof. To the extent any term or provision of this Amendment conflicts with any term or provision of the Trademark Security Agreement, the term or provision of this Amendment shall control.

5. **Counterparts.** This Amendment may be executed in any number of counterparts, but all of such counterparts shall together constitute but one and the same agreement. In making proof of this Amendment, it shall not be necessary to produce or account for more than one counterpart thereof signed by each of the parties hereto. Delivery of an executed counterpart of this Amendment electronically or by facsimile shall be effective as delivery of an original executed counterpart of this Amendment.

[Signature page follows]

IN WITNESS WHEREOF, Grantor and Agent have executed this Amendment as of the day and year first above written.

**HUMANSIZE CORPORATION**

By:   
Name: Michele Ceramchi  
Title: VP Finance

**BANK OF AMERICA, N.A.**


By:   
Name: Seth Tyminski  
Title: v?

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