

TRADEMARK ASSIGNMENT

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
MooreCo, Inc.		12/27/2012	CORPORATION: TEXAS

RECEIVING PARTY DATA

Name:	Monroe Capital Management Advisors, LLC, as Administrative Agent
Street Address:	311 South Wacker Drive
Internal Address:	Suite 6400
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 50

Property Type	Number	Word Mark
Registration Number:	3056919	THE BOARD OF EDUCATION
Registration Number:	3138527	THE ROLE MODEL
Registration Number:	3192576	BR
Registration Number:	3194011	TRANSFORMER
Registration Number:	3219945	EURO
Registration Number:	3248852	REFLEX
Registration Number:	3253477	SEATFLEX ERGONOMIC SEATING
Registration Number:	3263177	MARK-RITE
Registration Number:	3393401	WE'VE GOT YOUR BACK
Registration Number:	3424318	ACROSS THE BOARD!
Registration Number:	3435690	SPINE ALIGN
Registration Number:	3442098	BRITE KIDS
Registration Number:	3485949	DON'T SWEAT IT

OP \$1265.00 3056919

Registration Number:	3491700	BALT
Registration Number:	3524153	BALT
Registration Number:	2914937	TRUE ADJUST
Registration Number:	2926231	SMART ONE
Registration Number:	3584436	GREAT DIVIDE
Registration Number:	3613646	GREEN-RITE
Registration Number:	3648898	RITE-ON
Registration Number:	3648765	THE SPECIFICATION IN EDUCATION
Registration Number:	3034026	NEW-RITE
Registration Number:	3052730	DURA-SAFE
Registration Number:	3052715	DURA-RITE
Registration Number:	3089730	BEST-RITE
Registration Number:	1981947	BEST-RITE
Registration Number:	3876265	BALT
Registration Number:	3877753	M MOORECO
Registration Number:	2018622	BR
Registration Number:	3916064	BR BEST-RITE
Registration Number:	3997926	IFLEX
Registration Number:	4009687	GREEN ERASE
Registration Number:	4044191	ITEACH
Registration Number:	4122743	ONEBOARD
Registration Number:	3437996	BEST IN CLASS!
Registration Number:	2200763	IT'S A BETTER BOARD
Registration Number:	2257903	PROJECTION PLUS
Registration Number:	2292358	BEST-BITE
Registration Number:	2312543	THE BOARD OF DIRECTORS
Registration Number:	1611265	BALT
Registration Number:	2423761	CHAIRMAN OF THE BOARDS
Registration Number:	2510836	WHEASEL
Registration Number:	4194404	VISIONARY
Registration Number:	4249089	SHAREWALL
Serial Number:	85273623	BUILD-A-BOARD
Serial Number:	85597235	RUBBER-TAK
Serial Number:	85635949	EWALL
Serial Number:	85694249	TAKE A STAND

	85694253	GET UP STAND UP
Serial Number:	85639987	ELEVATION

CORRESPONDENCE DATA

Fax Number: 3126984556
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 312.641.2096
Email: cstallbaumer@mcguirewoods.com
Correspondent Name: Clayton J. Stallbaumer, McGuireWoods LLP
Address Line 1: 77 West Wacker Drive
Address Line 2: Suite 4100
Address Line 4: Chicago, ILLINOIS 60601-1818

NAME OF SUBMITTER:	Clayton Stallbaumer
Signature:	/CS/
Date:	12/28/2012

Total Attachments: 11
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PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of December 27, 2012, by MOORECO, INC., a Texas corporation (the "Grantor"), in favor of MONROE CAPITAL MANAGEMENT ADVISORS, LLC, a Delaware limited liability company, as Administrative Agent (the "Administrative Agent").

This Agreement refers to (a) a Credit Agreement dated as of December 27, 2012, entered into among Grantor, as a Borrower, the other Persons who are or become parties thereto as Borrowers, the financial institutions who are or become parties thereto as Lenders, Administrative Agent, and PNC Bank, National Association, as Servicing Agent (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), pursuant to which the Lenders have agreed to make loans to, and issue or participate in letters of credit for the account of, Borrowers; and (b) a Guaranty and Collateral Agreement dated as of December 27, 2012, entered into among Grantor, MooreCo International Holdings, Inc. (Grantor and MooreCo International Holdings, Inc. each as a "Grantor" thereunder), the other Persons who are or become parties thereto as "Grantors" thereunder, and Administrative Agent (as amended, restated, supplemented, or otherwise modified from time to time, the "Guaranty and Collateral Agreement"). Unless otherwise defined herein, all capitalized terms used herein shall have the respective meanings ascribed thereto in the Credit Agreement or the Guaranty and Collateral Agreement, as applicable.

Pursuant to the terms of the Credit Agreement and the Guaranty and Collateral Agreement, the Obligations of Borrowers under the Credit Agreement are secured.

Pursuant to the Guaranty and Collateral Agreement, Grantor has granted to Administrative Agent, for the benefit of Agents and the Lenders, a security interest in substantially all of its assets, including all of its right, title, and interest in, to, and under all now owned and hereafter acquired patents, patent applications, patent licenses, trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations. Pursuant to the Guaranty and Collateral Agreement, Grantor is required to execute and deliver to Administrative Agent, for the benefit of Agents and the Lenders, this Agreement.

In consideration of the mutual agreements set forth herein and in the Credit Agreement and the Guaranty and Collateral Agreement, Grantor does hereby grant to Administrative Agent, for the benefit of Agents and the Lenders, a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each Trademark and Ttrademark application, including, without limitation, each Trademark and Trademark application referred to in Schedule 1, together with any renewals or divisionals thereof and all goodwill associated therewith (though excluding any "intent to use" Trademark application for which a statement of use has not been filed and accepted with the United States Patent and Trademark Office);

- (2) all products and Proceeds of the foregoing, including, without limitation, any royalties or any claim by Grantor against third parties for past, present or future infringement of any Trademark, including, without limitation, any Trademark referred to in Schedule 1 and any Trademark issued pursuant to a Trademark application referred to in Schedule 1 (items (1) and (2) being herein collectively referred to as the "Trademark Collateral");
- (3) each Patent and Patent application, including, without limitation, each Patent and Patent application referred to in Schedule 2, together with any reissues, continuations or extensions thereof;
- (4) all products and Proceeds of the foregoing, including, without limitation, any royalties or any claim by Grantor against third parties for past, present or future infringement of any patent, including, without limitation, any patent referred to in Schedule 2 and any Patent issued pursuant to a Patent application referred to in Schedule 2 (items (3) and (4) being herein collectively referred to as the "Patent Collateral").

This security interest is granted in conjunction with the security interests granted to Administrative Agent pursuant to the Guaranty and Collateral Agreement and subject to limitations set forth therein and in the Credit Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral and the Patent Collateral made and granted hereby are more fully set forth in the Credit Agreement and in the Guaranty and Collateral Agreement, the terms and provisions of each of which are incorporated by reference herein as if fully set forth herein.

As used in this Agreement, the capitalized terms "Patents," "Proceeds," and "Trademarks" are as defined in Guaranty and Collateral Agreement. Those definitions, in relevant part, *mutatis mutandis*, are provided below for convenience only and do not affect the construction of this Agreement, the Credit Agreement, or the Guaranty and Collateral Agreement:

"Patents" means (a) all letters patent of the United States, any other country or any political subdivision thereof, all reissues, reexaminations, substitutes, and extensions thereof, (b) all applications for letters patent of the United States or any other country and all divisions, continuations and continuations-in-part thereof, and (c) all rights to obtain any reissues, reexaminations, substitutes, or extensions of the foregoing.

"Proceeds" means all "proceeds" as such term is defined in Section 9-102(a)(64) of the Uniform Commercial Code, as in effect on the date of this Agreement and from time to time in the State of New York.


"Trademarks" means (a) all trademarks, trade names, corporate names, Grantor's names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and

recordings thereof, and all applications in connection therewith (other than any “intent-to-use” applications), whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, and (b) the right to obtain all renewals thereof.

[SIGNATURE PAGES FOLLOW]

Each Assignor is signing this Patent and Trademark Security Agreement as of the date stated in the introductory clause.

MOORECO, INC.

By: 
Name: Russell Chupik
Title: Chief Financial Officer

Acknowledged:

MONROE CAPITAL MANAGEMENT
ADVISORS, LLC, as Administrative Agent

By: _____
Name: _____
Title: _____

Each Assignor is signing this Patent and Trademark Security Agreement as of the date stated in the introductory clause.

MOORECO, INC.

By: _____
Name: _____
Title: _____

Acknowledged:

MONROE CAPITAL MANAGEMENT
ADVISORS, LLC, as Administrative Agent

By:  _____
Name: Alex Franky
Title: Managing Director

SCHEDULE 1

TRADEMARK COLLATERAL

Trademarks, Trademark Applications, and Trademark Licenses:

<u>Description</u>	<u>Application / Reg. No.</u>	<u>If Foreign Registration, Country</u>	<u>Issue Dates</u>
THE BOARD OF EDUCATION	Registration: 3,056,919		Registered: 2/7/2006
THE ROLE MODEL	Registration: 3,138,527		Registered: 9/5/2006
	Registration: 3,192,576		Registered: 1/2/2007
TRANSFORMER	Registration: 3,194,011		Registered: 1/2/2007
EURO	Registration: 3,219,945		Registered: 3/20/2007
REFLEX	Registration: 3,248,852		Registered: 6/5/2007
	Registration: 3,253,477		Registered: 6/19/2007
MARKRITE	Registration: 3,263,177		Registered: 7/10/2007
WE'VE GOT YOUR BACK	Registration: 3,393,401		Registered: 3/4/2008
ACROSS THE BOARD	Registration: 3,424,318		Registered: 5/6/2008
SPINE ALIGN	Registration: 3,435,690		Registered: 5/27/2008
BRITE KIDS	Registration:		Registered:

Schedule 1 to Patent and Trademark Security Agreement

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TRADEMARK
REEL: 004927 FRAME: 0946

<u>Description</u>	<u>Application / Reg. No.</u>	<u>If Foreign Registration, Country</u>	<u>Issue Dates</u>
	3,442,098		6/3/2008
DON'T SWEAT IT	Registration: 3,485,949		Registered: 8/12/2008
BALT	Registration: 3,491,700		Registered: 8/26/2008
	Registration: 3,524,153		Registered: 10/28/2008
TRUE ADJUST	Registration: 2,914,937		Registered: 12/28/2004
SMART ONE	Registration: 2,926,231		Registered: 2/15/2005
GREAT DIVIDE	Registration: 3,584,436		Registered: 3/3/2009
GREEN-RITE	Registration: 3,613,646		Registered: 4/28/2009
RITE-ON	Registration: 3,648,898		Registered: 6/30/2009
THE SPECIFICATION IN EDUCATION	Registration: 3,648,765		Registered: 6/30/2009
NEW-RITE	Registration: 3,034,026		Registered: 12/27/2005
DURA-SAFE	Registration: 3,052,730		Registered: 1/31/2006
DURA-RITE	Registration: 3,052,715		Registered: 1/31/2006
BEST-RITE	Registration: 3,089,730		Registered: 5/9/2006
BEST-RITE	Registration: 1,981,947		Registered: 6/25/1996
	Registration: 3876265		Registered: 11/16/2010

Schedule 1 to Patent and Trademark Security Agreement

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TRADEMARK
REEL: 004927 FRAME: 0947

<u>Description</u>	<u>Application / Reg. No.</u>	<u>If Foreign Registration, Country</u>	<u>Issue Dates</u>
	Registration: 3877753		Registered: 11/16/2010
	Registration: 2,018,622		Registered: 11/26/1996
	Registration: 3916064		Registered: 2/8/2011
IFLEX	Registration: 3,997,926		Registered: 7/19/2011
	Registration: 4009687		Registered: 8/9/2011
ITEACH	Registration: 4044191		Registered: 10/25/2011
ONEBOARD	Registration: 4,122,743		Registered: 4/3/2012
BEST IN CLASS	Registration: 3,437,996		Registered: 5/27/2008
IT'S A BETTER BOARD	Registration: 2,200,763		Registered: 10/27/1998
PROJECTION PLUS	Registration: 2,257,903		Registered: 6/29/1999
BEST-BITE	Registration: 2,292,358		Registered: 11/16/1999
THE BOARD OF DIRECTORS	Registration: 2,312,543		Registered: 1/25/2000
BALT	Registration: 1,611,265		Registered: 8/28/1990
CHAIRMAN OF THE BOARDS	Registration: 2,423,761		Registered: 1/23/2001
WHEASEL	Registration: 2,510,836		Registered: 11/20/2000

Schedule 1 to Patent and Trademark Security Agreement

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TRADEMARK
REEL: 004927 FRAME: 0948

<u>Description</u>	<u>Application / Reg. No.</u>	<u>If Foreign Registration, Country</u>	<u>Issue Dates</u>
VISIONARY	Registration: 4,194,404		Registered: 8/21/2012
SHAREWALL	Registration: 4,249,089		Registered: 11/27/2012
THE BOARD OF EDUCATION	Registration: CTM 004251062	European Union	Registered: 1/21/2005
	Application: 85273623		Filed: 3/22/2011
RUBBER-TAK	Application: 85597235		Filed: 4/13/2012
EWALL	Application: 85635949		Filed: 5/25/2012
TAKE A STAND	Application: 85694249		Filed: 8/2/2012
GET UP STAND UP	Application: 85694253		Filed: 8/2/2012
ELEVATION	Application: 85639987		Filed: 5/31/2012

MooreCo has granted a Banana Republic a license to use a trademark (registration Nos. 3,192,576 and 2,018,622) pursuant to the Agreement, by and between MooreCo, Inc. and Banana Republic (Apparel), LLC, dated as of July 23, 2012.

SCHEDULE 2

PATENT COLLATERAL

Patents, Patent Applications, and Patent Licenses:

Patents:

<u>Description</u>	<u>Application / Patent No.</u>	<u>If Foreign Registration, Country</u>	<u>Issue Dates</u>
Encapsulated Tray and End Caps for a Writing Board	Patent: 7,207,805		Issued: 4/24/2007
Encapsulated Tray, End, Caps and Method for Making the Same for a Writing Board	Application: PCT/US2004/020375	European Union	Filed: 6/24/2004
Encapsulated End Caps and Method for Making the Same for a Writing Board Tray	Patent: 7,249,745		Issued: 7/31/2007
Encapsulated End Caps and Method for Making the Same for a Writing Board Tray	Application: PCT/US05/10936	European Union	Filed: 3/31/2005
Chalkboard Tray	Patent: D413146		Issued: 8/24/1999
Computer Workstation	Patent: 6,397,761		Issued: 6/4/2002
Freestanding Room Divider	Patent: 6,598,649		Issued: 7/29/2003
Teacher's Chair	Patent: 7,207,625		Issued: 4/24/2007
Portable wall-partition	Patent: 7,584,776		Issued: 9/8/2009
Portable wall-partition	Patent: 7,735,537		Issued: 6/15/2010
Brite Kids Chair	Patent: D598,663		Issued: 8/25/2009

<u>Description</u>	<u>Application / Patent No.</u>	<u>If Foreign Registration, Country</u>	<u>Issue Dates</u>
Furniture Connection Locking Device	Patent: D573,444 ¹		Issued: 7/22/2008
Eraser	Patent: D575,342		Issued: 8/19/2008
Fold-n-stow File Cabinet	Patent: D579,231		Issued: 10/28/2008
Service Cart	Patent: D610,323		Issued: 2/16/2010
Fast Attachment Methods and Systems (Table Leg)	Application: 61/648,196		Filed: 5/17/2012
Charging Cart	Application: 29/425,683		Filed: 6/26/2012
Shapes Desk	Application: 29/426,338		Filed: 7/3/2012
Interconnectable Furniture (Shapes Desk)	Application: 61/667,592		Filed: 7/3/2012

¹ NTD: It is our understanding that this patent is in the name of MooreCo, although it did not appear in your search results.