

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM303099

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Gill Industries, Inc.		02/28/2014	CORPORATION: MICHIGAN
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	10 South Dearborn Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3171544	G GILL INDUSTRIES, INC.	
Registration Number:	3192789	METAL ENGINEERED TO MOVE	
CORRESPONDENCE DATA			
Fax Number:	7346231625		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(734) 623-1678		
Email:	nhudge@dickinsonwright.com		
Correspondent Name:	Nora L. Hudge, Paralegal		
Address Line 1:	Dickinson Wright PLLC		
Address Line 2:	350 South Main Street, Suite 300		
Address Line 4:	Ann Arbor, MICHIGAN 48104		
ATTORNEY DOCKET NUMBER:	7-4576 TM SEC AGT		
NAME OF SUBMITTER:	Nora L. Hudge, Paralegal		
SIGNATURE:	/Nora L. Hudge/		
DATE SIGNED:	04/30/2014		
Total Attachments: 9			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") is entered into as of February 28, 2014 by Gill Industries, Inc., a Michigan corporation (the "Grantor"), in favor of JPMorgan Chase Bank, N.A., a national banking association, in its capacity as administrative agent (the "Administrative Agent") under the Credit Agreement referred to below.

Recitals

A. Gill Holding Company, Inc. (the "Borrower"), the other Loan Parties thereto, the Lenders party thereto from time to time (the "Lenders"), and the Administrative Agent entered into a Credit Agreement dated as of February 28, 2014 (as amended, supplemented, restated or otherwise modified from time to time, the "Credit Agreement"), pursuant to which the Lenders made credit facilities available to the Borrower.

B. In connection with the Credit Agreement, the Borrower, the Grantor, the other Guarantors (as defined in the Credit Agreement) and the Administrative Agent, entered into a Pledge and Security Agreement dated as of February 28, 2014 (as amended, supplemented, restated or otherwise modified from time to time, the "Security Agreement"), pursuant to which certain Secured Obligations owed to the Lenders are secured.

C. Pursuant to the terms of the Security Agreement, the Borrower, the Grantor, and the other Guarantors, pledged, assigned and granted to the Administrative Agent, on behalf of and for the ratable benefit of the Secured Parties, a first-priority security interest (subject to Liens permitted by the Loan Documents) in substantially all of the assets of each of the Borrower, the Grantor, and the other Guarantors, including all right, title and interest in, to and under all now owned and hereafter acquired Patents, Trademarks and Copyrights (as defined in the Security Agreement) to secure the prompt and complete payment and performance of the Secured Obligations under the Credit Agreement.

D. Pursuant to the terms of the Security Agreement, the Grantor is required to execute and deliver to the Administrative Agent, for the ratable benefit of the Lenders, this Agreement.

Agreement

In consideration of the recitals set forth above and the mutual agreements contained herein and in the Credit Agreement and the other Loan Documents, the Grantor hereby grants to the Administrative Agent, for the benefit of the Secured Parties, to secure the Secured Obligations, a continuing security interest in all of the Grantor's right, title and interest in, to and under the following, whether now owned by or owing to, or hereafter acquired by or arising in favor of the Grantor (including any trade name or derivations thereof):

- (1) any and all patents and patent applications, including, without limitation, each patent and patent application referred to in Schedule 1 attached hereto, together with any renewal thereof;
- (2) each patent license to which the Grantor is a party, including, without limitation, each patent license listed on Schedule 1 attached hereto;
- (3) all products and proceeds of the foregoing, including, without limitation, any and all claims by the Grantor against third parties for past, present or future infringement of any patent, including, without limitation, any patent referred to in Schedule 1 attached hereto,

- any patent issued pursuant to a patent application referred to in Schedule 1 attached hereto and any patent licensed under any patent license listed on Schedule 1 attached hereto (items 1 through 3 being herein collectively referred to as the “Patent Collateral”);
- (4) each trademark and trademark application, including without limitation, each trademark and trademark application referred to in Schedule 2 attached hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
 - (5) each trademark license, including without limitation, each trademark license listed on Schedule 2 attached hereto, together with all goodwill associated therewith;
 - (6) all products and proceeds of the foregoing, including without limitation, any claim by the Grantor against third parties for past, present or future infringement of any trademark, including without limitation, any trademark referred to in Schedule 2 attached hereto, any trademark issued pursuant to a trademark application referred to in Schedule 2 and any trademark licensed under any trademark license listed on Schedule 2 attached hereto (items 4 through 6 being herein collectively referred to as the “Trademark Collateral”);
 - (7) each copyright and copyright application, including without limitation, each copyright and copyright application referred to in Schedule 3 attached hereto;
 - (8) each copyright license to which the Grantor is a party, including, without limitation, each copyright license listed on Schedule 3 attached hereto; and
 - (9) all products and proceeds of the foregoing, including without limitation, any claim by the Grantor against third parties for past, present or future infringement of any copyright, including without limitation, any copyright referred to in Schedule 3 attached hereto, any copyright issued pursuant to a copyright application referred to in Schedule 3 and any copyright licensed under any copyright license listed on Schedule 3 attached hereto (items 7 through 9 being herein collectively referred to as the “Copyright Collateral”).

The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement; provided, however, that nothing in this Agreement shall expand, limit or otherwise modify the security interests granted in the Security Agreement. The Grantor acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Patent Collateral, Trademark Collateral and Copyright Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern. All capitalized terms used but not defined herein shall have the respective meanings ascribed thereto in the Credit Agreement.

[Signature page follows]

DETROIT 7-4576 1307923v4

IN WITNESS WHEREOF, the Grantor has executed this Agreement as of the date first set forth above.

GILL INDUSTRIES, INC.

By: Thomas A. Popma
Name: THOMAS A. POPMA
Title: TREASURER

*Signature page to
Gill Industries, Inc.
IP Security Agreement*

**TRADEMARK
REEL: 005271 FRAME: 0089**

Acknowledged and Agreed:

**JPMORGAN CHASE BANK, N.A., as
Administrative Agent**

By: Jeffrey S. Barker
Name: JEFFREY S BARKER
Title: VICE PRESIDENT

*Signature page to
Gill Industries, Inc.
IP Security Agreement*

**TRADEMARK
REEL: 005271 FRAME: 0090**

SCHEDULE 1
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Patents, Patent Applications and Patent Licenses

<u>Company/ Grantor</u>	<u>Title</u>	<u>App. No.</u>	<u>Filing Date</u>	<u>Pat. No.</u>	<u>Issue Date</u>	<u>Expiration Date</u>
	Head Restraint Mechanism	10/633,770	August 4, 2003	6,935,696	August 30, 2005	
	Automatic Fold and Return Head Restraint	10/672,703	September 26, 2003	6,902,232	June 7, 2005	
	Foldable Head Restraint	10/797,294	March 10, 2004	7,575,282	August 18, 2009	
	Foldable Head Restraint	12/460,772	July 23, 2009	7,845,731	December 7, 2010	
	Foldable Head Restraint	11/177,620	July 8, 2005	7,341,312	March 11, 2008	
	Foldable Head Restraint	11/693,921	March 30, 2007	7,717,516	May 18, 2010	
	Sliding Latch H/R Application	12/862,366	August 24, 2010	8,246,116	August 21, 2012	
	Head Restraint Rods	12/573,387	October 6, 2009	Pending		
	Head Restraint Rods	61/103,027	October 6, 2010	Pending		
	Two Way Head	12/862,426	August 24,	Pending		

	Restraint Insert		2009			
	Electric Desk Lamp with one or more USB ports	61/364,596	August 17, 2010	Pending		
	Head Restraint Armature	61/233,562	August 13, 2009	Pending		
	Chair Back Height Adjustment Mechanism	61/274,405	August 17, 2009	Pending		
	Dual Option Multi-Position Adjustable or Folding Head Restraint Mechanism	Provisional Patent	February 15, 2013	Pending		
	Assembly of a Spring Element into a Linear Sliding Lock Member within a Head Restraint Assembly	61/637,492	February 2, 2013	Pending		
	Link Chair Action	Claim Information Under Review with Patent Attorney				
	High Pivot Style with Dual Action Release	Claim Information Under Review with Patent Attorney				

	Adaptive Ratchet/button Release	61/783,392	March 14, 2013	Pending		
	Pivotaly dampened H/R with Radially Variable Dampening Option	Provisional Patent	April 16, 2013	Pending		
Herman Miller (licensor)	Leaf Spring	10/738,641	December 17, 2003	7,425,037	September 16, 2008	
Fulton Innovation (licensor)	Wireless Charging and Data Transmission					
Middleville Tool & Die Co. (licensor)	Stamped Tubular Member and Method and Apparatus for Making Same					

SCHEDULE 2
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Trademarks, Trademark Applications and Trademark Licenses

<u>Company/ Grantor</u>	<u>Mark</u>	<u>App. No.</u>	<u>Filing Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Expiration Date</u>
	G (design) Gill Industries, Inc.	78789016	January 11, 2006	3171544	November 14, 2006	November 14, 2016
	Metal Engineered to Move	78789015	January 11, 2006	3192789	January 2, 2007	January 2, 2017

SCHEDULE 3
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Copyrights, Copyright Applications and Copyright Licenses

<u>Company/ Grantor</u>	<u>Title and Type of Work</u>	<u>App. No.</u>	<u>Filing Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Expiration Date</u>
	No Registered Copyright with Library of Congress					