

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM327909

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
BANK OF AMERICA, N.A.		12/23/2014	NATIONAL ASSOCIATION: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	KNOLL, INC.		
<b>Street Address:</b>	1235 WATER STREET		
<b>City:</b>	EAST GREENVILLE		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	18041		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1763700	EQUITY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2142000853		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	214-651-5170		
<b>Email:</b>	jennifer.pierce@haynesboone.com		
<b>Correspondent Name:</b>	SAM JO, HAYNES BOONE, LLP		
<b>Address Line 1:</b>	2323 VICTORY AVENUE, SUITE 700		
<b>Address Line 4:</b>	DALLAS, TEXAS 75219		
<b>ATTORNEY DOCKET NUMBER:</b>	23400.37		
<b>NAME OF SUBMITTER:</b>	jennifer pierce		
<b>SIGNATURE:</b>	/jennifer pierce/		
<b>DATE SIGNED:</b>	01/05/2015		
<b>Total Attachments: 3</b>			
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**TERMINATION AND RELEASE OF SECURITY INTEREST  
IN TRADEMARKS**

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of December 23, 2014 ("Release"), is made by Bank of America, N.A., as Administrative Agent ("Administrative Agent") in favor of Knoll, Inc., a Delaware corporation ("Grantor").

**WHEREAS**, pursuant to that certain Amended and Restated Security and Pledge Agreement dated as of June 29, 2007 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time, the "Security Agreement") by and among the Obligors party thereto and the Administrative Agent, each Obligor granted to the Administrative Agent, for the ratable benefit of the holders of the Secured Obligations ("Secured Parties"), a continuing security interest in, and a right to set off against, any and all right, title and interest of such Obligor in, to, and under all the Trademarks, Trademark Licenses, and Proceeds of the foregoing;

**WHEREAS**, pursuant to the Security Agreement, Grantor, an Obligor, executed and delivered to Administrative Agent, for the ratable benefit of the Secured Parties, the Notice of Grant of Security Interest in Trademarks dated as of June 29, 2007 ("Notice"); and

**WHEREAS**, the Notice was recorded at the United States Patent and Trademark Office ("USPTO") on July 23, 2007 at Reel 3586 Frame 0888.

**NOW THEREFORE**, in consideration of the mutual promises and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, Administrative Agent, on behalf of the Secured Parties, and Grantor (the "parties") agree as follows:

**SECTION 1. Defined Terms.** All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Security Agreement or Notice.

**SECTION 2. Termination and Release.** Administrative Agent, on behalf of the Secured Parties, without representation, warranty, or recourse, hereby:

(a) terminates, cancels, discharges, and releases the mortgage, pledge, and hypothecation and lien on and security interest in and to the Grantor's right, title, and interest in, to, and under the Trademarks, Trademark Licenses, and Proceeds of the foregoing listed on Schedule A attached hereto, granted pursuant to the Security Agreement or Notice; and

(b) authorizes the recordation of this Release with the USPTO at Grantor's expense.

**SECTION 3. Choice of Law.** This Release shall be governed by and construed in accordance with the laws of the State of New York.

**SECTION 4. Acknowledgement.** The release of security interest granted herein expressly does not include a release of the security interest granted in the Trademarks, Trademark Licenses, and Proceeds of the foregoing not listed on Schedule A.

IN WITNESS WHEREOF, the Administrative Agent, on behalf of the Secured Parties, has caused this Termination and Release of Security Interest in Trademarks to be duly executed as of the date first set forth above.

Administrative Agent:

Bank of America, N.A. as Administrative Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

*Angela Larkin*  
Angela Larkin  
Assistant Vice President

Schedule A

U.S. Trademark

Registered Mark

Mark	Reg. No.	Reg. Date
EQUITY	1763700	04/06/93

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