

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM336022

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
EXEMPLIS LLC		03/24/2015	LIMITED LIABILITY COMPANY: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CIT FINANCE LLC, AS ADMINISTRATIVE AGENT		
<b>Street Address:</b>	11 WEST 42ND STREET		
<b>Internal Address:</b>	13TH FLOOR		
<b>City:</b>	NEW YORK		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10036		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 47</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2959569	LEADER	
Registration Number:	3074443	CENSUS	
Registration Number:	3016252	ANYTIME	
Registration Number:	3030368	F/X	
Registration Number:	3012042	ROWDY	
Registration Number:	2697963	FREELANCE	
Registration Number:	2711293	ONCALL	
Registration Number:	2863785	TR2	
Registration Number:	2827932	SITONIT	
Registration Number:	2843209	ACHIEVE	
Registration Number:	2865077	WE GET IT	
Registration Number:	3145229	RELAY	
Registration Number:	3285912		
Registration Number:	3447493	@WORK	
Registration Number:	3375616	RESONANCE	
Registration Number:	3468991	REALIGN	
Registration Number:	3496848	VISIT	
Registration Number:	4315184	GLOVE	
<b>TRADEMARK</b>			

CH \$1190.00 2959569

Property Type	Number	Word Mark
Registration Number:	3702425	PERFORMANCE THROUGH INNOVATION
Registration Number:	3270360	NON-STOP
Registration Number:	3894572	VOLLEY
Registration Number:	3894570	SOCIAL
Registration Number:	3894569	FOCUS
Registration Number:	3894571	MESSENGER
Registration Number:	3809578	EXEMPLIS
Registration Number:	4129340	INFLEX
Registration Number:	4013856	SONA
Registration Number:	4188084	PRAVA
Registration Number:	4384992	SITONIT · SEATING
Registration Number:	4426204	TORSA
Registration Number:	4419446	COMFORT DRIVE
Registration Number:	4444922	ZAM
Serial Number:	85821060	PREMIER SEATING PROGRAM
Serial Number:	85873448	AMP
Registration Number:	4512347	AMPLIFY
Serial Number:	85873445	LUMEN
Registration Number:	4512348	WIT
Serial Number:	85873453	INTUA
Serial Number:	85884985	NAVANA
Serial Number:	85884983	BAJA
Serial Number:	85884982	RIO
Serial Number:	85921486	AVIERA
Serial Number:	86212925	THINTEX
Registration Number:	3632037	IDEON
Registration Number:	3620056	ARIOSO
Registration Number:	3620057	COMPOSIUM
Registration Number:	3620196	MEZZANINE

**CORRESPONDENCE DATA**

Fax Number: 3105572193

*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.*

Phone: 310-284-4512

Email: klathrop@proskauer.com

Correspondent Name: PROSKAUER ROSE LLP

Address Line 1: 2049 CENTURY PARK EAST, SUITE 3200

Address Line 2: C/O KIMBERLEY A. LATHROP

Address Line 4: LOS ANGELES, CALIFORNIA 90067

**TRADEMARK**

**REEL: 005484 FRAME: 0621**

<b>ATTORNEY DOCKET NUMBER:</b>	43082.037
<b>NAME OF SUBMITTER:</b>	Kimberley A. Lathrop
<b>SIGNATURE:</b>	/Kimberley A. Lathrop/
<b>DATE SIGNED:</b>	03/24/2015

**Total Attachments: 8**

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**Grant of Security Interest in Trademark Rights**

THIS GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (“Agreement”), effective as of March 24, 2015 is made by EXEMPLIS LLC, a California limited liability company (“Exemplis”) (individually, a “Grantor”) in favor of CIT FINANCE LLC, in its capacity as administrative agent (together with its successors and assigns, in such capacity, the “Administrative Agent”) for the benefit of the Secured Parties from time to time party to that certain Credit and Guaranty Agreement, dated as of March 24, 2015 (as may be amended, amended and restated, joined, supplemented or otherwise modified from time to time, the “Credit Agreement”), among EXEMPLIS LLC, a California limited liability company (“Exemplis”) and such other Persons joined thereto as a Borrower from time to time (together with Exemplis, each a “Borrower” and, collectively, the “Borrowers”), the Guarantors time to time party thereto, the Lenders time to time party thereto, the Administrative Agent and the other agents party thereto.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have agreed to make Loans and provide other financial accommodations to the Grantor upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a Security and Pledge Agreement, dated as of March 24, 2015 (as may be amended, amended and restated, joined, supplemented or otherwise modified from time to time, the “Security Agreement”), in favor of the Administrative Agent for the benefit of the Secured Parties;

WHEREAS, pursuant to the Security Agreement, the Grantor has pledged and granted to the Administrative Agent for the benefit of the Secured Parties, a continuing security interest in all Intellectual Property, including the Trademarks and Trademark Licenses; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in order to induce the Lenders to make Loans and provide other financial accommodations to the Grantor pursuant to the Credit Agreement, the Grantor agrees, for the benefit of the Administrative Agent and the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Security Agreement or Credit Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby grants to the Administrative Agent, on behalf and for the benefit of the Secured Parties, and to secure the prompt and complete payment and performance of all of Grantor's Obligations, a security interest in all of their right, title and interest in, to and under the Grantor's Trademarks (including, without limitation, those items listed on Schedule A hereto).

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Administrative Agent for the benefit of the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Administrative Agent and the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

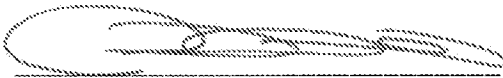
SECTION 4. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent and the Lenders with respect to the security interest in the Trademarks and Trademark Licenses granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including, without limitation, the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

SECTION 6. Choice of Law, Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without giving regard to conflict of laws principles.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first above written.

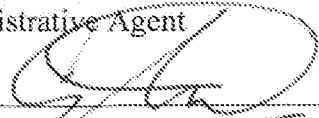
EXEMPLIS LLC,  
a California limited liability company

By: 

Name: Paul DeVries

Title: Chief Executive Officer

CIT FINANCE LLC,  
as Administrative Agent

By: 

Name: *CHRISTINA TEODORO*  
Title: *AUTHORIZED SIGNATORY*

## U.S. Trademark Registrations and Applications

Exemplis LLC:

MARK/CLASS	SER/REG NO	DATED	STATUS
<b>LEADER</b> Class 20	2,959,569 (Ser 78/345,646)	June 7, 2005	REGISTERED
<b>CENSUS</b> Class 20	3,074,443 (Ser 78/365,891)	March 28, 2006	REGISTERED
<b>ANYTIME</b> Class 20	3,016,252 (Ser 78/365,894)	November 15, 2005	REGISTERED
<b>F/X</b> Class 20	3,030,368 (Ser 78/365,888)	December 13, 2005	REGISTERED
<b>ROWDY</b> Class 20	3,012,042 (Ser 78/289,577)	November 1, 2005	REGISTERED
<b>FREELANCE</b> Class 20	2,697,963 (Ser 78/135,650)	March 18, 2003	REGISTERED
<b>ONCALL</b> Class 20	2,711,293 (Ser 76/433,341)	April 29, 2003	REGISTERED
<b>TR2</b> Class 20	2,863,785 (Ser 78/241,907)	July 13, 2004	REGISTERED
<b>SITONIT</b> Class 20	2,827,932 (Ser 78/217,212)	March 30, 2004	REGISTERED
<b>ACHIEVE</b> Class 20	2,843,209 (Ser 78/261,518)	May 18, 2004	REGISTERED
<b>WE GET IT</b> Class 35	2,865,077 (Ser 78/254,712)	July 20, 2004	REGISTERED



**SCHEDULE A**

<b>RELAY</b> Class 20	3,145,229 (Ser 78/730,376)	September 19, 2006	REGISTERED
<b>STYLIZED CHAIR LOGO</b> Class 20	3,285,912 (Ser 78/839,443)	August 28, 2007	REGISTERED
<b>@WORK</b> Class 20	77/079,374 3,447,493	June 17, 2008	REGISTERED
<b>RESONANCE</b> Class 20	3,375,616 (Ser. 77/191,700)	January 29, 2008	REGISTERED
<b>REALIGN</b> Class 20	3,468,991 (Ser. 77/173,036)	July 15, 2008	REGISTERED
<b>VISIT</b> Class 20	3,496,848 (Ser. 77/272,872)	September 2, 2008	REGISTERED
<b>GLOVE</b> Class 20	77/280,825 4,315,184	September 17, 2007 April 9, 2013	REGISTERED
<b>PERFORMANCE THROUGH INNOVATION</b> Class 20	Reg. No. 3702425 77/381,861	January 31, 2008	REGISTERED
<b>NON-STOP</b> Class 20	3,270,360 (Ser 78/925,590)	July 24, 2007	REGISTERED
<b>VOLLEY</b> Class 20	77/687, 441 3,894,572	March 10, 2009 Dec. 21, 2010	REGISTERED
<b>SOCIAL</b> Class 20	77/687,432 3,894,570	March 10, 2009 Dec. 21, 2010	REGISTERED
<b>FOCUS</b> Class 20	77/687,426 3,894,569	March 10, 2009 Dec. 21, 2010	REGISTERED

**SCHEDULE A**

<b>MESSENGER</b> Class 20	77/687,438  3,894,571	March 10, 2009  Dec. 21, 2010	REGISTERED Dec. 21, 2010
<b>EXEMPLIS</b> Class 20	77/791,951 July 29, 2009 3,809,578	July 29, 2009  June 29, 2010	REGISTERED
<b>INFLEX</b> Class 20	85/121,606 4,129,340	September 2, 2010  April 17, 2012	REGISTERED
<b>SONA</b> Class 20	85/126,643 4,013,856	September 10, 2010  Aug. 16, 2011	REGISTERED
<b>PRAVA</b> CLASS 20	85/427,207 4,188,084	September 20, 2011  August 7, 2012	REGISTERED
<b>SITONIT -Seating</b> Class 20	85/578,252 4,384,992	March 23, 2012  August 13, 2013	REGISTERED
<b>TORSA</b>	85/581,954 4,426,204	March 27, 2012  October 29, 2013	REGISTERED
<b>COMFORT DRIVE</b>	85/644, 677 4,419,446	Filed – June 6, 2012  Dated: Oct. 15, 2013	REGISTERED
<b>ZAM</b>	85/736,096	Filed – Sept. 24, 2012  Reg. No. 4,444,922	REGISTERED
<b>PREMIER SEATING PROGRAM</b>	85/821,060	Filed – Jan. 11, 2013	May 13, 2014 – Notice of Allowance
<b>AMP*</b>  *Extension filed	85/873,448	Filed – March 12, 2013	July 30, 2013 - Notice of Allowance
<b>AMPLIFY</b>	85/873,443 4,512,347	Filed – March 12, 2013  Dated April 8, 2014	REGISTERED

**SCHEDULE A**

<b>LUMEN*</b>  *Mark has been extended but ultimately will be abandoned because Opco will use (and are registering) LUMIN instead	85/873,445	Filed March 12, 2013	July 30, 2013 - Notice of Allowance
<b>WIT</b>	85/873,451  4,512,348	Filed March 12, 2013  Dated: April 8, 2014	REGISTERED
<b>INTUA*</b>  *Extension filed	85/873,453	Filed March 12, 2013	Aug. 13, 2013 – Notice of Allowance
<b>NAVANA*</b>  Extension filed	85/884,985	Filed March 25, 2013	July 30, 2013 Notice of Allowance
<b>BAJA</b>	85884983	Filed March 25, 2013	October 15, 2013 - Notice of Allowance
<b>RIO*</b>  *Extension filed	85/884,982	Filed March 25, 2013	Aug. 20, 2013 Notice of Allowance
<b>AVIERA</b>	85/921,486	Filed May 2, 2013	May 13, 2014 – Notice of Allowance
<b>THINTEX</b>	86/212,925	Filed March 6, 2014	June 12, 2014 – Office Action  Awaiting Notice of Allowance
<b>IDEON</b>  Class 20	77/183,691  3,632,037	Filed May 17, 2007	REGISTERED as of June 2, 2009
<b>ARIOSO</b>  Class 20	77/255,254  3,620,056	Filed August 14, 2007	REGISTERED as of May 12, 2009
<b>COMPOSIUM</b>  Class 20	77/255,267  3,620,057	Filed August 14, 2007	REGISTERED as of May 12, 2009
<b>MEZZANINE</b>  Class 20	77/312/759  3,620,196	Filed October 27, 2007	REGISTERED as of May 12, 2009
<b>CHAIRBUILDER</b>  Class 100, 101		Filed	PENDING