

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM350676

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ditto Sales, Inc.		07/24/2015	CORPORATION: INDIANA
RECEIVING PARTY DATA			
Name:	THE PRIVATEBANK AND TRUST COMPANY		
Street Address:	1401 S. Brentwood Blvd.		
Internal Address:	Suite 200		
City:	St. Louis		
State/Country:	MISSOURI		
Postal Code:	63144		
Entity Type:	Banking Association: ILLINOIS		
PROPERTY NUMBERS Total: 32			
Property Type	Number	Word Mark	
Registration Number:	4332916	EQUIP	
Registration Number:	4373269	AIRFOIL	
Registration Number:	4365536	PACES	
Registration Number:	4222818	CURVARE	
Registration Number:	4116192	QUANTA	
Registration Number:	3939222	ZURI	
Registration Number:	3407114	ELEMENTS CONFERENCE	
Registration Number:	3024621	SEATING IN MOTION	
Registration Number:	3024620	SIMON	
Registration Number:	3834020	IMMIX	
Registration Number:	3528770	TRAINING ON DEMAND	
Registration Number:	4190882	TOD	
Registration Number:	3323411	ODIS	
Registration Number:	2806155		
Registration Number:	2809726		
Registration Number:	2576747	INTERPLAY	
Registration Number:	2638436	LOOKSEE	
Registration Number:	2613396	WORDPLAY	

CH \$815.00 4332916

Property Type	Number	Word Mark
Registration Number:	2450993	CHELA
Registration Number:	2541237	TABLES IN MOTION
Registration Number:	2541236	TIM
Registration Number:	2392899	BRATTICE
Registration Number:	2392897	TUSCANY
Registration Number:	2311608	WAVELINK
Registration Number:	2311598	WAVELINK
Registration Number:	2281557	POWERLINK
Registration Number:	2272232	VERSTEEL
Registration Number:	2283145	VERSTEEL
Registration Number:	2303754	VELA
Registration Number:	2362659	HENRI
Registration Number:	2101051	
Registration Number:	2129854	

CORRESPONDENCE DATA

Fax Number:

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: 3142419090

Email: kj@greensfelder.com

Correspondent Name: Karen M. Johnson

Address Line 1: 10 S. Broadway, Suite 2000

Address Line 2: Greensfelder, Hemker & Gale, PC

Address Line 4: St. Louis, MISSOURI 63102

NAME OF SUBMITTER: Karen M. Johnson

SIGNATURE: /Karen M. Johnson/

DATE SIGNED: 08/06/2015

Total Attachments: 6

source=Security Interest#page1.tif

source=Security Interest#page2.tif

source=Security Interest#page3.tif

source=Security Interest#page4.tif

source=Security Interest#page5.tif

source=Security Interest#page6.tif

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Assignor: Ditto Sales, Inc.

Assignee: The PrivateBank and Trust Company

MEMORANDUM

OF

SECURITY INTEREST

THIS MEMORANDUM OF SECURITY INTEREST ("Memorandum") is made and entered into as of the 24th day of July, 2015 by and between Ditto Sales, Inc., an Indiana corporation ("Assignor"), and The PrivateBank and Trust Company (the "Assignee").

WITNESSETH:

Assignor and Assignee have entered into that certain Business Loan Agreement and Commercial Security Agreement dated July 24, 2015, and all other documents, notes, instruments and agreements related thereto, for purposes of securing a term loan and a revolving line of credit from Assignee (collectively, the "Loan Documents"). All capitalized terms not otherwise defined herein shall have the same meaning as ascribed to them in the Loan Documents.

In order to secure full and prompt performance and payment of all the Indebtedness of Assignor under the Loan Documents, Assignor has granted to Assignee a security interest in all intangible property, including without limitation, (i) the United States patents (the "Patents") set forth on Schedule A attached hereto and by reference incorporated herein, (ii) the United States trademarks (the "Trademarks") set forth on Schedule B attached hereto and by reference incorporated herein, together with (iii) all proceeds of the Patents and Trademarks and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Patents and/or Trademarks or unfair competition based thereon.

All expenses of protecting the Patents and Trademarks shall be borne and paid by Assignor. If Assignor fails to promptly pay any portion thereof when due, Assignee may, at its option, but shall not be required to, pay the same and charge Assignor therefor. Assignee shall not be liable or responsible in any way for the safekeeping of any of the Patents and/or Trademarks, or for any loss or damage thereto or for any diminution in the value thereof.

Upon and after the occurrence of a default, in addition to any other rights and remedies provided under the Loan Documents, Assignee shall have and may exercise from time to time the following other rights and remedies:

- (a) All of the rights and remedies of a secured party under the Uniform Commercial Code as in effect in the State of Indiana or under other applicable law, and all other legal and equitable rights to which Assignee may be entitled, all of which rights and remedies shall be cumulative and shall be in addition to any other rights or remedies contained in this Memorandum or any of the other Loan Documents, and none of which shall be exclusive.
- (b) The right to take immediate possession of the Patents and Trademarks, and to require Assignor to assemble the Patents and Trademarks, at Assignor's expense, and make it available to Assignee.
- (c) Assignee shall have the right to sell, lease, license or otherwise dispose of the Patents and/or Trademarks, or any part thereof, in their then condition, at public or private sales, with such notice as may be required by law, for cash, credit or any combination thereof, and Assignee

may purchase all or any part of the Patents and/or Trademarks at public or, if permitted by law, private sale and, in lieu of actual payment of such purchase price, may set off the amount of such price against the Indebtedness. The proceeds realized from the sale of the Patents and/or Trademarks may be applied, after allowing two (2) business days for collection, first to the costs, expenses and attorneys' fees incurred by Assignee in collecting the Indebtedness, in enforcing the rights of Assignee under the Loan Documents and in collecting, retaking, completing, protecting, removing, storing, advertising for sale, selling and delivering Patents and/or Trademarks; second to the interest due upon any of the Indebtedness; and third, to the principal of the Indebtedness. If any deficiency shall arise, Assignor shall remain liable to Assignee therefor. Assignor agrees that sixty (60) days written notice to Assignor of any public or private sale or other disposition of Patents and/or Trademarks shall be reasonable notice thereof, and such sale shall be at such locations as Assignee may designate in said notice.

- (d) In the event of any such transaction described in section (d) above, Assignee is hereby granted a license or other right to use, without charge, Assignor's copyrights, rights of use of any name, trade secrets, tradenames and advertising matter, or any property of a similar nature, as it pertains to the Patents and/or Trademarks, in advertising for sale and selling any Patents and/or Trademarks.

Assignor owns all right, title and interest in and to, free and clear of all liens, security interests, or other encumbrances, all of the Patents and Trademarks, and no Patent or Trademark is subject to any outstanding injunction, judgment, order, decree, ruling or charge. No Patent or Trademark has been cancelled, expired or abandoned. To Assignor's knowledge, (i) there is no notice, claim or assertion that any Patent or Trademark is invalid and (ii) there are no actual, threatened or pending claim, action, opposition, re-examination, interference or cancellation proceeding with respect thereto. Assignor has not received any charge, complaint, claim, demand or notice alleging any that Assignor has interfered with, infringed upon, misappropriated or violated any intellectual property rights of third parties due to its use of the Patents and Trademarks.

All covenants, conditions, provisions, warranties, guaranties, indemnities, and other undertakings of Assignor contained in this Memorandum and the other Loan Documents, or in any document referred to herein or contained in any agreement supplementary hereto or in any schedule given to Assignee or contained in any other agreement between Assignee and Assignor, heretofore, concurrently, or hereafter entered into, shall be deemed cumulative to and not in derogation or substitution of any of the terms, covenants, conditions, or agreements of Assignor herein contained.

The failure or delay of Assignee to require strict performance by Assignor of any provision of this Memorandum or to exercise or enforce any rights, liens, powers, or remedies hereunder or under any of the aforesaid agreements or other documents or security shall not operate as a waiver of such performance and remedies shall continue in full force and effect until all Indebtedness owing or to become owing from Assignor to Assignee shall have been fully satisfied. None of the undertakings, agreements, warranties, covenants and representations of Assignor contained in this Memorandum or any of the other Loan Documents and no default by Assignor under this Memorandum or any other Loan Documents shall be deemed to have been suspended or waived by Assignee, unless such suspension or waiver is by an instrument in writing specifying such suspension or waiver and is signed by a duly authorized representative of Assignee and directed to Assignor.

The rights and remedies of the Assignee with respect to the security interest described hereunder are without prejudice to those set forth in the Loan Documents, all terms and provisions of which are incorporated herein by reference as if fully set forth hereunder.

The parties agree that a photographic or other reproduction of this Memorandum shall be sufficient as a financing statement and may be filed in any appropriate office in lieu thereof. At Assignee's request, Assignor shall also promptly execute or cause to be executed and shall deliver to Assignee any and all documents, instruments and agreements as may be reasonably required by Assignee to give effect to or carry out the terms or intent of this Memorandum and/or the Loan Documents.

Assignor and Assignee acknowledge and agree this Memorandum may be recorded in the U.S. Patent and Trademark Office. In the event there exists any inconsistency or conflict between the provisions of this Memorandum and the provisions of the Loan Documents, the provisions of the Loan Documents shall govern.

IN WITNESS WHEREOF, Assignor has caused this Memorandum to be duly executed as of the day and year first above written.

ASSIGNOR:

DITTO SALES, INC.

By: 

Name: Scott Sturtevant

Title: CEO/CTO

ACKNOWLEDGED AND AGREED TO BY:

ASSIGNEE:

THE PRIVATEBANK AND TRUST
COMPANY

By: 

Name: Tom Shawa

Title: Managing Director

SCHEDULE A

PATENTS

<u>Title</u>	<u>Patent No.</u>
1. Tilting tabletop mechanism	8,869,715
2. Composite table	8,883,272
3. Table legs	D688,075
4. Tilting tabletop mechanism	8,297,208
5. Stackable, nestable and gangable table	8,122,837
6. Chair	D654,282
7. Chair back	D653,886
8. Nestable and stackable chair	7,850,241
9. Stackable, nestable and gangable table	7,849,804
10. Foldable and nestable table	D626,767
11. Nestable and stackable chair	7,794,016
12. Nestable and stackable chair	D612,164
13. Folding leg apparatus	7,509,914
14. Chair with synchronously moving seat and seat back	6,935,690
15. Electrical raceway assembly	RE38,709
16. Chair seat with arms	D498,095
17. Chair shell	D497,065
18. Electrical raceway assembly	6,792,877
19. Chair seat	D495,905
20. Chair	D492,496
21. Chair with synchronously moving seat and seat back	6,722,735
22. Chair	D487,642
23. Chair	D477,925
24. Table leg wire management apparatus	6,523,795
25. Chair	D462,535
26. Electrical raceway assembly	6,348,660
27. Electrical raceway assembly	6,348,658
28. Table leg wire management apparatus	6,293,506
29. Electrical raceway assembly	6,244,193
30. Electrical raceway assembly	6,137,057
31. Furniture ganging device	6,048,127
32. Electrical system for use with ganged furniture	5,967,820
33. Device for ganging chairs	5,957,530
34. Extendable temporary electrical receptacle	5,954,525
35. Folding table release latch apparatus	5,913,272

SCHEDULE B

TRADEMARKS

<u>Trademark</u>	<u>Registration No.</u>
1. EQUIP	4332916
2. AIRFOIL	4373269
3. PACES	4365536
4. CURVARE	4222818
5. QUANTA	4116192
6. ZURI	3939222
7. ELEMENTS CONFERENCE	3407114
8. SEATING IN MOTION	3024621
9. SIMON	3024620
10. IMMIX	3834020
11. TRAINING ON DEMAND	3528770
12. TOD	4190882
13. ODIS	3323411
14. Chair Design (Design Mark only)	2806155
15. Chair Design (Design Mark only)	2809726
16. INTERPLAY	2576747
17. LOOKSEE	2638436
18. WORDPLAY	2613396
19. CHELA	2450993
20. TABLES IN MOTION	2541237
21. TIM	2541236
22. BRATTICE	2392809
23. TUSCANY	2392897
24. WAVELINK	2311608
25. WAVELINK	2311598
26. POWERLINK	2281557
27. VERSTEEL	2272232
28. VERSTEEL	2283145
29. VELA	2303754
30. HENRI	2362659
31. Abstract Table Design (Design Mark only)	2101051
32. Abstract Chair Design (Design Mark only)	2129854

TRADEMARK