

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM410524

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mity-Lite, Inc.		12/29/2016	Corporation: UTAH
Broda USA, Inc.		12/29/2016	Corporation: UTAH
RECEIVING PARTY DATA			
Name:	PNC Bank, National Association		
Street Address:	2100 Ross Avenue, Suite 1850		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	National Banking Association: TEXAS		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	2864661	VERSIGLIDE	
Serial Number:	87054476	PRODUCT PERFECTED	
Serial Number:	87054469	M-STUDIOS	
Registration Number:	4840242	CARROLL CHAIR	
Registration Number:	4769302	MITYLITE	
Registration Number:	4769303	M	
Registration Number:	4632730	FLEX-LITE	
Registration Number:	4576197	MITY-EDGE	
Registration Number:	3943400	FLEX·ONE	
Registration Number:	4609979	ONESERIES	
Registration Number:	3890774	VERSIFLEX	
Registration Number:	3890728	MESH ONE	
Registration Number:	3632913	ENCORE STAGING	
Registration Number:	2471641	SWIFTSET	
Registration Number:	2123846	MITY-LITE	
Registration Number:	1812173	VERTICAL TIERS	
CORRESPONDENCE DATA			

OP \$415.00 2864661

Fax Number: 6175236850

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: 6175236850

Email: susan.dinicola@hkllaw.com,Angelique.Waddell@hkllaw.com

Correspondent Name: HOLLAND & KNIGHT LLP

Address Line 1: 10 St. James Avenue

Address Line 4: Boston, MASSACHUSETTS 02116

NAME OF SUBMITTER:	Susan C. DiNicola
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SIGNATURE:	/Susan C. DiNicola/
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DATE SIGNED:	12/29/2016
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Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Trademark Security Agreement") is entered into as of December 29, 2016 by and between MITY-LITE, INC., a corporation organized under the laws of the State of Utah ("Mity"), BRODA USA, INC., a corporation organized under the laws of the State of Utah ("Broda USA"); and together with Mity and each Person joined thereto as a borrower from time to time, collectively, the "Borrowers", and each individually, a "Borrower"), MITY, INC., a corporation organized under the laws of the State of Utah ("Holdings"), each of Holding's Domestic Subsidiaries, as Guarantors (such Guarantors, together with Holdings and the Borrowers are referred to hereinafter each individually as a "Grantor", and collectively, as the "Grantors") and PNC BANK, NATIONAL ASSOCIATION, as lender (together with its successors and assigns, "Lender").

WITNESSETH:

WHEREAS, pursuant to that certain Revolving Credit, Equipment Loan, Guaranty and Security Agreement of even date herewith (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), by and among the Borrowers, the Guarantors, and the Lender, the Lender has agreed to make certain financial accommodations available to the Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, the Lender is willing to make the financial accommodations to the Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that the Grantors are required to execute and deliver to the Lender this Trademark Security Agreement; and

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to the Lender, to secure the Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its trademarks and trademark licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each trademark and each trademark license; and

(c) all products and proceeds (as that term is defined in the UCC) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any trademark or any trademarks exclusively licensed under any

license, including right to receive any damages, (ii) injury to the goodwill associated with any trademark, or (iii) right to receive license fees, royalties, and other compensation under any trademark license.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by the Grantors, or any of them, to the Lender, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Grantor.

4. CREDIT AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to the Lender pursuant to the Credit Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Credit Agreement, the Credit Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. The Grantors hereby authorize Lender unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Lender's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission (e.g. via email in portable document file format) shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CONSTRUCTION. This Trademark Security Agreement is an Other Document. Unless the context of this Trademark Security Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or". The words "hereof", "herein", "hereby", "hereunder", and similar terms in this Trademark Security Agreement refer to this Trademark

Security Agreement as a whole and not to any particular provision of this Trademark Security Agreement. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). The words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts, and contract rights. Any reference herein to the satisfaction, repayment, or payment in full of the Obligations shall mean the repayment in full in cash (other than indemnification and other contingent Obligations, in each case, not yet due and payable or in respect of which no assertion of liability and no claim or demand for payment has been made), termination of the Credit Agreement and the Other Documents, and all Letters of Credit issued thereunder have expired, terminated or been fully collateralized in cash in an amount and manner satisfactory to Lender in its Permitted Discretion (and as applicable shall cause its Subsidiaries). Any reference herein to any Person shall be construed to include such Person's successors and assigns.

8. **CHOICE OF LAW.** THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS (AND NOT THE LAW OF CONFLICTS) OF THE STATE OF NEW YORK, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS.

9. **CONSENT TO JURISDICTION.** EACH GRANTOR HEREBY IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF ANY U.S. FEDERAL OR NEW YORK STATE COURT SITTING IN NEW YORK, NEW YORK IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS TRADEMARK SECURITY AGREEMENT OR ANY OTHER LOAN DOCUMENT AND EACH GRANTOR HEREBY IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN ANY SUCH COURT AND IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT IT MAY LEGALLY AND EFFECTIVELY DO SO, ANY OBJECTION IT MAY NOW OR HEREAFTER HAVE AS TO THE VENUE OF ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN SUCH A COURT OR THAT SUCH COURT IS AN INCONVENIENT FORUM. NOTHING HEREIN SHALL AFFECT THE RIGHT OF THE LENDER TO BRING PROCEEDINGS AGAINST ANY GRANTOR IN THE COURTS OF ANY OTHER JURISDICTION.

10. **WAIVER OF JURY TRIAL.** EACH OF THE GRANTOR AND THE LENDER HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS TRADEMARK SECURITY AGREEMENT, ANY OTHER LOAN

**DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY
(WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY).**

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IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

MITY-LITE, INC.,
a Utah corporation

By: Craig E. Judd
Name: Craig E. Judd
Title: CFO

MITY, INC.,
a Utah corporation

By: Craig E. Judd
Name: Craig E. Judd
Title: CFO

BRODA USA, INC.,
a Utah corporation

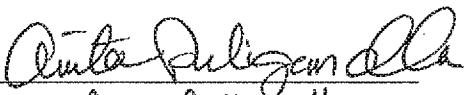
By: Craig E. Judd
Name: Craig E. Judd
Title: CFO

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

#48850714

TRADEMARK
REEL: 005953 FRAME: 0669

PNC BANK, NATIONAL ASSOCIATION,
as Lender

By: 
Name: Anita Puligandla
Title: Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

#48850714

TRADEMARK
REEL: 005953 FRAME: 0670

SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT

TRADEMARKS

Serial No./Reg. No.	Word Mark	Description	Owned or Licensed
76535884/2864661	VERSIGLIDE	Plastic feet for movable panels and room dividers	Owned
87054476	PRODUCT PERFECTED	Furniture design services; design services, namely, space planning, furniture selection, material and surface selection	Owned
87054469	M-STUDIOS	Furniture design services; design services, namely, space planning, furniture selection, material and surface selection	Owned
86538134/4840242	CARROLL CHAIR	Dining and café chairs; stack chairs; booths and bench seating; bar stools; lounge chairs; table tops and bases; finishes and fabrics.	Owned
86009157/4769302	MITYLITE	Tables and chairs	Owned
86009338/4769303	M	Tables and chairs	Owned
85539837/4632730	FLEX-LITE	Folding chairs	Owned
85248279/4576197	MITY-EDGE	Folding tables and furniture edging	Owned
85060979/3943400	FLEX-ONE	Folding chairs	Owned
85027257/4609979	ONESERIES	Portable chairs	Owned
77704469/3890774	VERSIFLEX	Tables and chairs	Owned
77684685/3890728	MESH ONE	Tables and chairs	Owned
77509356/3632913	ENCORE STAGING	Portable stages	Owned
76093144/2471641	SWIFTSET	Folding chairs	Owned
75225206/2123846	MITY-LITE	Tables of plastic and metal	Owned
74222097/1812173	VERTICAL TIERS	Modular wall systems	Owned

TRADE NAMES

Company	Trade Name
Mity-Lite, Inc.	Mity-Lite
Broda USA, Inc.	Broda

COMMON LAW TRADEMARKS

None

TRADEMARKS NOT CURRENTLY IN USE

None

TRADEMARK LICENSES

None

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

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