

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM470633

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JP MORGAN CHASE, N.A.		04/17/2018	Corporation:
RECEIVING PARTY DATA			
Name:	GILL HOLDING COMPANY, INC.		
Street Address:	5271 Plainfield Ave., N.E.		
City:	GRAND RAPIDS		
State/Country:	MICHIGAN		
Postal Code:	49525		
Entity Type:	Corporation: MICHIGAN		
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:			
<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>			
Phone:	313.223.3461		
Email:	DBURKHART@DICKINSONWRIGHT.COM, NLEVINE@DICKINSONWRIGHT.COM		
Correspondent Name:	DANIEL F. BURKHART, DICKINSON WRIGHT PLL		
Address Line 1:	500 WOODWARD AVENUE		
Address Line 2:	SUITE 4000		
Address Line 4:	DETROIT, MICHIGAN 48226		
NAME OF SUBMITTER:	Daniel Burkhart		
SIGNATURE:	/Daniel Burkhart/		
DATE SIGNED:	04/19/2018		
Total Attachments: 8			
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REASSIGNMENT AND RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST

This Reassignment and Release of Intellectual Property Security Interest (this “**Release**”) is made as of April 17, 2018 by JPMorgan Chase Bank, N.A. (“**JPMCB**”), in its capacity as administrative agent (JPMCB in such capacity, “**Administrative Agent**”) for itself and the various other financial institutions (collectively, the “**Lenders**”) party from time to time to that certain Credit Agreement dated as of February 28, 2014 (as amended, the “**Credit Agreement**”) (collectively, the “**Secured Party**”) with Gill Holding Company, Inc. and the other Loan Parties (as defined therein) party thereto (collectively, the “**Companies**”), in favor of the Companies.

Recitals

1. In connection with the Credit Agreement, the Secured Party and one or more of the Companies were parties to that certain Intellectual Property Security Agreement dated as of February 28, 2014 (the “**Intellectual Property Security Agreement**”, and together with the Pledge and Security Agreement dated as of February 28, 2014 among the Companies and the Secured Party, the “**Security Agreement**”), pursuant to which the Companies granted the Secured Party a security interest in certain collateral, including Patent Collateral, Trademark Collateral, and Copyright Collateral (as such terms are defined in the Intellectual Property Security Agreement).

2. The Intellectual Property Security Agreement was recorded with the United States Patent and Trademark Office at Reel/Frame 032790/0136 on April 30, 2014 and at Reel/Frame 005271/0085 on April 30, 2014.

3. The Secured Party and the Companies desire that all of the Secured Party’s rights, including any right to obtain a security interest (whether present, contingent, or otherwise), under the Security Agreement, be terminated and released with respect to any and all intellectual property, intellectual property rights and proprietary rights throughout the world (whether registered or unregistered) and corresponding goodwill and other rights of the Companies (and any applicable assignee thereof), including all Copyright Collateral, all Patent Collateral (as defined in the Intellectual Property Security Agreement) set forth on Schedule A hereto, and all Trademark Collateral (as defined in the Intellectual Property Security Agreement) set forth on Schedule B hereto (all of the foregoing in which Secured Party has been granted a security interest or any right to obtain a security interest (whether present, contingent, or otherwise) under the Security Agreement, collectively, the “**Released IP Collateral**”).

Agreement

1. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Secured Party hereby terminates, releases and discharges fully, without recourse, representation or warranty, the Secured Party’s security interest (whether present, contingent, or otherwise) in all right, title and interest of the Companies (and any applicable assignee thereof) in, to and under all Released IP Collateral, and reassigns and transfers to the Companies, without recourse, representation or warranty, any right, title and interest that the Secured Party may have in, to and under all of the foregoing.

2. The Secured Party hereby authorizes the Companies (and any applicable assignee thereof), or the Companies’ (and such assignee’s) authorized representative, to record this Release with the United States Patent and Trademark Office, the United States Copyright Office, any similar office or agency of the United States, any state thereof, any other country or any political subdivision thereof, or any applicable office or agency thereof. The Secured Party agrees to execute all documents and take all

actions reasonably requested by the Companies (at the sole cost and expense of the Companies) to: (a) terminate, release and discharge fully, without recourse, representation or warranty, the Secured Party's security interest (whether present, contingent, or otherwise) granted under the Security Agreement in all right, title and interest of the Companies (and any applicable assignee thereof) in, to and under all of the Released IP Collateral; (b) reassign and transfer any right, title and interest that the Secured Party may have under the Security Agreement in the Released IP Collateral to the Companies (or such assignee, as applicable); and (c) perfect, register or record the rights of the Companies (and any applicable assignee) to the Released IP Collateral in connection with the release and reassignments contemplated by this Release.

3. This Release may be executed in counterparts, each of which when executed will be deemed to be an original but all of which taken together will constitute one and the same agreement. The words "include", "including" and variations thereof will be deemed to be followed by the words "without limitation". The use of "or" will not be deemed to be exclusive.

4. This Release and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the internal laws of the state of Michigan, without regard to conflicts of laws principles.

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IN WITNESS WHEREOF, the parties have executed this Release as of the date first written above.


JPMORGAN CHASE BANK, N.A., Individually and as
Administrative Agent for the Lenders

By: Michelle Montague

Name: Michelle Montague

Title: Authorized Officer

GILL HOLDING COMPANY, INC.
GILL INDUSTRIES, INC.
GILL INDUSTRIES - GEORGIA, INC.
GILL CORPORATION
GRM AUTOMATION, INC.
GILL REAL ESTATE HOLDINGS CO.
GILL ELECTRONICS, INC.
GILL ACQUISITION COMPANY
GILL MEXICO HOLDINGS, INC.
HERON INDUSTRIES, INC.
GILL INDUSTRIES-GEORGIA DISC, INC.
GILL INDUSTRIES DISC, INC.

By: 
Name: Gordon Schreur
Title: Chief Financial Officer

SCHEDULE A

Patent Collateral

<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 B

Trademark Collateral

<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