

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM477041

<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>
HAT Contract, LLC		06/06/2018	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	TCF National Bank, as Administrative Agent		
<b>Street Address:</b>	71 S. Wacker Drive, Suite 2110		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	Bank: UNITED STATES		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4854976	HAT	
<b>Registration Number:</b>	4854975	HAT CONTRACT	
<b>Registration Number:</b>	4872078	HATRACK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>Email:</b>	jbleskin@schiffhardin.com		
<b>Correspondent Name:</b>	Jennifer Bleskin		
<b>Address Line 1:</b>	233 S. Wacker Drive, Suite 7100		
<b>Address Line 2:</b>	Schiff Hardin LLP		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60606		
<b>NAME OF SUBMITTER:</b>	Jennifer Bleskin		
<b>SIGNATURE:</b>	/s/ Jennifer Bleskin		
<b>DATE SIGNED:</b>	06/06/2018		
<b>Total Attachments: 17</b>			
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**PATENT, COPYRIGHT AND TRADEMARK SECURITY AGREEMENT**

THIS PATENT, COPYRIGHT AND TRADEMARK SECURITY AGREEMENT ("Agreement") is made as of June 6, 2018 by HAT Contract, LLC, a Delaware limited liability company (the "Company"), in favor of TCF National Bank, in its capacity as administrative agent (in such capacity, the "Administrative Agent") for the lenders from time to time party to the Credit Agreement referred to below (the "Lenders").

**WITNESSETH:**

**WHEREAS**, (i) Innovative Ergonomic Solutions, LLC, a Delaware limited liability company ("Holdings"), Innovative Office Products, LLC, a Delaware limited liability company ("IOP"), Ergotech Group, LLC, a Delaware limited liability company ("Ergotech"; IOP, Ergotech and the Company are referred to herein, collectively, as "Borrowers" and, individually, as a "Borrower"; Holdings and Borrowers are referred to herein, collectively, as "Obligors" and, individually, as an "Obligor"), Administrative Agent and Lenders are parties to that certain Credit Agreement dated as of January 25, 2018 (as amended by the Amendment (as defined below) and as otherwise amended, modified or supplemented from time to time, the "Credit Agreement") and (ii) Obligors and Administrative Agent have entered into that certain Amended and Restated Security Agreement dated as of June 6, 2018 (as amended, modified or supplemented from time to time, the "Security Agreement");

**WHEREAS**, pursuant to that certain Joinder Agreement dated as of June 6, 2018 between the Company and Administrative Agent, the Company agreed to be deemed a Borrower and an Obligor under the Credit Agreement and to have all of the obligations of a Borrower and an Obligor thereunder;

**WHEREAS**, Obligors, Administrative Agent and Lenders desire to amend the Credit Agreement pursuant to that certain Amendment No. 1 to Credit Agreement dated as of June 6, 2018 among Obligors, Administrative Agent and Lenders (the "Amendment"); and

**WHEREAS**, it is a condition to the effectiveness of the Amendment and any extensions of credit to or for the benefit of Borrowers under the Credit Agreement that, among other things, the Company execute and deliver to Administrative Agent this Agreement;

**NOW, THEREFORE**, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company agrees as follows:

**1. Incorporation of Credit Agreement.** The Credit Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. Terms used herein which are not defined herein but are defined in the Credit Agreement shall have the meanings ascribed to them therein.

**2. Grant of Security Interest, Etc.** To secure the complete and timely satisfaction of all Liabilities, the Company hereby grants to the Administrative Agent, for the benefit of itself and the other Secured Parties, a security interest in and to all of the Company's right, title and interest in, to and under all of the following, whether now existing or hereafter arising:

(i) all patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents and patent applications listed on Schedule A attached hereto and made a part hereof, and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past, present or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (a) through (d), inclusive, in which the Company now or hereafter has any right, title or interest are sometimes hereinafter individually and/or collectively referred to as the "Patents");

(ii) all the Company's rights and obligations pursuant to its license agreements with any other Person or Persons with respect to any Patents, whether the Company is a licensor or licensee under any such license agreements, including, without limitation, the licenses listed on Schedule B attached hereto and made a part hereof, and subject to the terms of such licenses, the right to prepare for sale, sell and advertise for sale, all Inventory now or hereafter owned by the Company and now or hereafter covered by such licenses (all of the foregoing is hereinafter referred to collectively as the "Patent Licenses");

(iii) all copyrights, copyright registrations and copyright applications including, without limitation, the copyrights and applications listed on Schedule C attached hereto and made a part hereof, and (a) renewals and extensions thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past, present or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing copyrights, copyright registrations and copyright applications, together with the items described in clauses (a) through (d), inclusive, in which the Company now or hereafter has any right, title or interest are sometimes hereinafter individually and/or collectively referred to as the "Copyrights");

(iv) all the Company's rights and obligations pursuant to its license agreements with any other Person or Persons with respect to any Copyrights, whether the Company is a licensor or licensee under any such license agreements, including, without limitation, the licenses listed on Schedule D attached hereto and made a part hereof, and, subject to the terms of such licenses, the right to prepare for sale, sell and advertise for sale, all Inventory now or hereafter owned by the Company and now or hereafter covered by such licenses (all of the foregoing is hereinafter referred to collectively as the "Copyright Licenses");

(v) all service marks, trademarks, trademark or service mark registrations, trademark or service mark applications, domain names and trade names including, without

limitation, the trademarks and service marks listed on Schedule E attached hereto and made a part hereof, and (a) renewals thereof and all goodwill related thereto, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past, present or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all the foregoing service marks, trademarks, registrations, applications and trade names, together with the items described in clauses (a) through (d), inclusive, with respect thereto in which the Company now or hereafter has any right, title or interest are sometimes hereinafter and/or collectively referred to as the “Marks”); and

(vi) all the Company’s rights and obligations pursuant to its license agreements with any other Person or Persons with respect to any Marks, whether the Company is a licensor or licensee under any such license agreements, including, without limitation, the licenses listed on Schedule F attached hereto and made a part hereof, and, subject to the terms of such licenses, the right to prepare for sale, sell and advertise for sale, all Inventory now or hereafter owned by the Company and now or hereafter covered by such licenses (all of the foregoing is hereinafter referred to as “Trademark Licenses”; Patent Licenses, Copyright Licenses and Trademark Licenses are hereinafter referred to collectively as “Licenses”);

*provided, however*, that in no event shall the Patents, Copyrights, Marks or Licenses include any Excluded Property (as defined in the Security Agreement).

**3. Restrictions on Future Agreements.** The Company agrees and covenants that until the Liabilities shall have been satisfied in full and the Credit Agreement shall have been terminated, the Company will not, without Administrative Agent’s prior written consent, take any action or enter into any agreement, including, without limitation entering into any license agreement, which is inconsistent with the Company’s obligations under this Agreement, and the Company further agrees and covenants that without Administrative Agent’s prior written consent it will not take any action, or permit any action to be taken by others subject to its control, including its licensees, or fail to take any action which would affect the validity or enforcement or nature of the rights transferred to Administrative Agent under this Agreement. The Company agrees and covenants not to sell or assign its interest in, or grant any exclusive license under, the Patents, Marks, Copyrights or Licenses, without receiving the prior written consent of the Required Lenders thereto.

**4. Certain Representations and Warranties of the Company.** The Company represents and warrants (to the best of the Company’s knowledge with respect to any Patents, Marks and Copyrights which are licensed by third parties to the Company) that: (i) the Patents, Marks, Copyrights and Licenses are subsisting, valid and enforceable in whole and in part; (ii) none of the Patents, Marks, Copyrights and Licenses have lapsed or expired or have been abandoned, whether due to any failure to pay any maintenance or other fees or make any filing or otherwise; (iii) the Company is unaware of any invalidating prior art (including public uses and sales) relative to the Patents, and is unaware of any impairments to the Patents, Marks, Copyrights or Licenses which would have a material adverse effect on or affect the validity, use and/or enforceability of the Patents, Marks, Copyrights or Licenses; (iv) to the knowledge of the Company, the use of the Patents, Marks, Copyrights or Licenses and the present or contemplated

products or operations of the Company's business does not constitute an infringement, misappropriation or other violation; (v) the Company owns the entire right, title and interest in and to or has the right to use each of the Patents, Marks and Copyrights free and clear of any Liens and encumbrances of every kind and nature except for (A) rights granted by the Company pursuant to the applicable licenses listed on Schedules B, D and F, and (B) Liens and encumbrances in favor of Administrative Agent, for the benefit of itself and the other Secured Parties, pursuant to this Agreement or the other Financing Agreements; (vi) the Patents, Marks and Copyrights and Licenses listed on Schedules A, B, C, D, E and F constitute all such items of registered intellectual property or agreements related thereto in which the Company has any right, title or interest; and (vii) the Company has the unqualified right to enter into this Agreement and perform its terms. There is no pending or, to the knowledge of the Company, threatened claim or litigation against or affecting the Company contesting (a) its right to manufacture, process, sell or use any such product or to engage in any such operation of its business, (b) its right to use any intellectual property used in or necessary for the operation of its business, or (c) the validity or enforceability of any such intellectual property.

**5. New Patents, Marks, Copyrights and Licenses.** If, before the Liabilities shall have been satisfied in full and the Credit Agreement shall have been terminated, the Company shall (i) files an application for a patent, trademark, service mark, copyright, or trade name or enters into a license that in each case, is not, as of such date, listed on any Schedule attached hereto, or (ii) become entitled to the benefit of any application or registration of any patent, trademark, service mark, copyright, or license, the provisions of Section 2 above shall automatically apply thereto and the Company shall give to Administrative Agent written notice thereof simultaneously with the delivery of any Compliance Certificate due thereafter. This Agreement and the applicable Schedule hereto shall be deemed modified by any such written notice, as applicable.

**6. Royalties; Terms.** The Company hereby agrees that the security interest of Administrative Agent, for the benefit of itself and the other Secured Parties, in all Patents, Marks, Copyrights and Licenses as described above shall be worldwide (or in the case of the Patents, Marks and Copyrights licensed to the Company such smaller geographic location if any is specified for the Company's use in the applicable License) and, without any liability for royalties or other related charges from Administrative Agent or any Lender to the Company. The term of the security interest granted herein shall extend until the earlier of (i) the expiration of each of the respective Patents, Marks, Copyrights and Licenses assigned hereunder, or (ii) satisfaction in full of the Liabilities (other than Unasserted Contingent Indemnification and Cost Reimbursement Claims) and termination of the Credit Agreement.

**7. Inspection.** Pursuant to the terms and conditions of the Credit Agreement, Administrative Agent and each Lender shall have the right to inspect the Company's premises and to examine the Company's books, records and operations.

**8. Termination of the Company's Interest.** This Agreement is made for collateral purposes only. Upon satisfaction in full of the Liabilities (other than Unasserted Contingent Indemnification and Cost Reimbursement Claims) and termination of the Credit Agreement, subject to any disposition thereof which may have been made by Administrative Agent pursuant

hereto or pursuant to any of the other Financing Agreements, the security interest granted hereunder shall automatically be extinguished. Administrative Agent shall, at the request of the Company and at the Company's reasonable expense, execute and deliver to the Company, all termination statements and other instruments as may be necessary or proper to evidence the termination of Administrative Agent's security interest granted to Administrative Agent pursuant to this Agreement, subject to any disposition thereof which may have been made by Administrative Agent pursuant hereto or pursuant to any of the other Financing Agreements. Any such termination statements and instruments shall be without recourse upon or warranty by Administrative Agent or any Lender.

**9. Duties of the Company.** Except to the extent the same is not material to the Company's business, the Company shall have the duty (i) to prosecute diligently any application with respect to Patents, Marks and Copyrights, in each case pending as of the date hereof or hereafter, (ii) to preserve, maintain and enforce any infringement, misappropriation or other violation of the Patents, the Marks, and the Copyrights, (iii) to use proper statutory notice in connection with its use of the Patents, Marks and Copyrights (except as to any thereof which is not material to the Company's business); and (iv) to use standards of quality in its manufacture of products sold under the Marks consistent with those currently employed by it. Any expenses incurred in connection with the foregoing (including, but not limited to, maintenance or renewal fees) shall be borne by the Company. Except to the extent the same is not material to the Company's business, the Company shall not abandon any pending patent application, trademark application, copyright application, service mark application, patent, trademark, service mark or copyright without the written consent of the Required Lenders.

**10. Administrative Agent's Right to Sue.** From and after the occurrence and during the continuance of a Default, Administrative Agent shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Patents, the Marks, the Copyrights and the Licenses, and any licenses thereunder, and, if Administrative Agent shall commence any such suit, the Company shall, at the request of Administrative Agent, do any and all lawful acts and execute any and all proper documents reasonably required by Administrative Agent in aid of such enforcement, and the Company shall promptly, upon demand, reimburse and indemnify Administrative Agent for all reasonable costs and expenses incurred by Administrative Agent in the exercise of its rights under this Section 10.

**11. Waivers.** No course of dealing between any Obligor, Administrative Agent or any Lender, nor any failure to exercise, nor any delay in exercising, on the part of Administrative Agent or any Lender, any right, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

**12. Severability.** The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

**13. Modification.** This Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by the parties hereto.

**14. Further Assurances.** The Company shall execute and deliver to Administrative Agent, at any time or times hereafter at the request of Administrative Agent, all papers (including, without limitation, any as may be deemed desirable by Administrative Agent for filing or recording with any Patent and Trademark Office and/or the Copyright Office, and any successor or governmental entity similar thereto) and take all such actions (including, without limitation, paying the cost of filing or recording any of the foregoing in all public offices reasonably deemed desirable by Administrative Agent), as Administrative Agent may request, to evidence Administrative Agent's interest in the Patents, Marks, Copyrights and Licenses and the goodwill associated therewith and enforce Administrative Agent's rights under this Agreement.

**15. Cumulative Remedies; Power of Attorney; Effect on Financing Agreements.** All of Administrative Agent's and each Lender's rights and remedies with respect to the Patents, Marks, Copyrights and Licenses, whether established hereby, by any of the Financing Agreements or otherwise, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. The Company hereby constitutes and appoints Administrative Agent as the Company's true and lawful attorney-in-fact, with full power of substitution in the premises, with power at any time after the occurrence and during the continuance of a Default, to (i) endorse the Company's name on all applications, documents, papers and instruments determined by Administrative Agent as necessary or desirable for Administrative Agent in the use of the Patents, Marks, Copyrights and Licenses, (ii) take any other actions with respect to the Patents, Marks, Copyrights and Licenses as Administrative Agent deems in good faith to be in the best interest of Administrative Agent, (iii) grant or issue any exclusive or non-exclusive license under the Patents, Marks or Copyrights to any Person, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Patents, Marks, Copyrights or Licenses to any Person. The Company hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the Liabilities (other than Unasserted Contingent Indemnification and Cost Reimbursement Claims) shall have been satisfied in full and the Credit Agreement shall have been terminated. The Company acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Administrative Agent or any Lender under the Credit Agreement or any of the Financing Agreements but rather is intended to facilitate the exercise of such rights and remedies. Administrative Agent and each Lender shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Marks, Copyrights or Licenses may be enforced. The Company hereby releases the Administrative Agent and each Lender from any and all claims, causes of action and demands at any time arising out of or with respect to any actions taken or omitted to be taken by the Administrative Agent under the powers of attorney granted herein.



16. **Binding Effect; Benefits.** This Agreement shall be binding upon the Company and its respective successors and assigns and shall inure to the benefit of Administrative Agent and its successors, assigns and nominees.

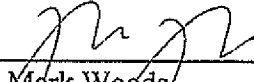
17. **Governing Law.** THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, AND ANY DISPUTE BETWEEN THE PARTIES HERETO ARISING OUT OF, CONNECTED WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN CONNECTION WITH THIS AGREEMENT, AND WHETHER ARISING IN CONTRACT, TORT, EQUITY, OR OTHERWISE, SHALL BE RESOLVED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK (INCLUDING SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW, BUT EXCLUDING ALL OTHER CHOICE OF LAW AND CONFLICTS OF LAW RULES).

18. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The delivery of an executed counterpart of a signature page or acceptance to this Agreement by telecopier or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

[signature page(s) follow]

IN WITNESS WHEREOF, the parties hereto have entered into this Patent, Copyright and Trademark Security Agreement as of the date first above written.

**HAT CONTRACT, LLC**

By:   
Name: Mark Woods  
Title: Vice President and Secretary

The undersigned accepts and agrees to the foregoing Patent, Copyright and Trademark Security Agreement as of the date first written above.

**TCF NATIONAL BANK**, as Administrative Agent

By: \_\_\_\_\_  
Name: Kevin Nowak  
Title: Senior Vice President

IN WITNESS WHEREOF, the parties hereto have entered into this Patent, Copyright and Trademark Security Agreement as of the date first above written.

**HAT CONTRACT, LLC**

By: \_\_\_\_\_

Name: Mark Woods

Title: Vice President and Secretary

The undersigned accepts and agrees to the foregoing Patent, Copyright and Trademark Security Agreement as of the date first written above.

**TCF NATIONAL BANK**, as Administrative Agent

By: Kevin Nowak

Name: Kevin Nowak

Title: Senior Vice President

**SCHEDULE A**

**PATENTS AND PATENT APPLICATIONS**

**None.**

**SCHEDULE B**  
**PATENT LICENSES**

**None.**

**SCHEDULE C**  
**COPYRIGHTS**

**None.**

**SCHEDULE D**  
**COPYRIGHT LICENSES**

**None.**

**SCHEDULE E**

**TRADEMARKS, SERVICE MARKS**

<b>Obligor</b>	<b>Mark</b>	<b>Country</b>	<b>Reg. No.</b>	<b>Issue Date</b>
HAT Contract, LLC	HAT	US	4,854,976	11/17/15
HAT Contract, LLC	HAT CONTRACT	Alicante, EU	1275166	9/28/16
HAT Contract, LLC	HAT CONTRACT LOGO	US	4,854,975	11/17/15
HAT Contract, LLC	HATRACK	US	4,872,078	12/15/15



**SCHEDULE F**  
**TRADEMARK LICENSES**

**None.**

**SPECIAL POWER OF ATTORNEY  
(Patent, Trademark, Copyright and License)**

STATE OF                    )  
                                  ) SS.  
COUNTY OF                )

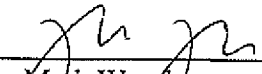
**KNOW ALL MEN BY THESE PRESENTS**, that HAT Contract, LLC, a Delaware limited liability company (the “Company”), pursuant to that certain Patent, Copyright and Trademark Security Agreement, dated as of June 6, 2018 (the “Collateral Agreement”) between the Company and TCF National Bank, in its capacity as administrative agent (in such capacity, the “Administrative Agent”) for the lenders from time to time party to the Credit Agreement referred to therein (the “Lenders”), hereby appoints and constitutes Administrative Agent its true and lawful attorney, with full power of substitution, and with full power and authority to perform the following acts on behalf of the Company at and during the time periods specified in the Collateral Agreement:

1. Assigning, selling or otherwise disposing of all right, title and interest of the Company in and to the patents, copyrights, licenses and trademarks listed on Schedules A, B, C, D, E and F of the Collateral Agreement, and including those which are added to the same subsequent hereto, and all registrations and recordings thereof, and all pending applications therefor, and for the purpose of the recording, registering and filing of, or accomplishing any other formality with respect to, the foregoing, and to execute and deliver any and all agreements, documents, instruments of assignment or other writings necessary or advisable to effect such purpose; and
2. To execute any and all documents, statements, certificates or other writings necessary or advisable in order to effect the purposes described above as Administrative Agent may in its sole discretion determine.

[signature page follows]

This power of attorney is made pursuant to that certain Credit Agreement, dated as of January 25, 2018, among the Obligors, Administrative Agent and Lenders and may not be revoked until the payment in full of all liabilities and obligations of the Obligors under such Credit Agreement.

**HAT CONTRACT, LLC**

By:   
Name: Mark Woods  
Title: Vice President and Secretary