

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM520585

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Knape & Vogt Manufacturing Company		04/18/2019	Corporation: MICHIGAN
Workrite Ergonomics, LLC		04/18/2019	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	U.S. Bank National Association
Street Address:	214 North Tryon Street, 27th Floor
City:	Charlotte, NC
State/Country:	NORTH CAROLINA
Postal Code:	28202-1078
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Registration Number:	2651216	KEYNETIX
Registration Number:	3796092	KV KNAPE & VOGT
Registration Number:	3026898	KNAPE & VOGT
Registration Number:	2942939	KV
Registration Number:	1278661	KV
Registration Number:	0672702	KV
Registration Number:	3623563	REAL SOLUTIONS FOR REAL LIFE
Registration Number:	2918365	REAL SOLUTIONS FOR REAL LIFE
Registration Number:	2883936	SHELF-MADE
Registration Number:	3567097	TRU-TRAC
Registration Number:	2537209	TAP-MOUNT
Registration Number:	2444214	FAST-MOUNT
Registration Number:	4224459	JOHN STERLING
Registration Number:	2585032	HYLOFT
Registration Number:	3617076	HYLOFT
Registration Number:	3617110	HYLOFT
Registration Number:	4094525	TIRE LOFT

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TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2335469	I
Registration Number:	3793405	WORKRITE ERGONOMICS
Registration Number:	2050710	WORKRITE ERGONOMICS
Registration Number:	2320857	BANANA-BOARD

CORRESPONDENCE DATA

Fax Number: 2129096836
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: 212-909-6000
Email: trademarks@debevoise.com
Correspondent Name: Kevin R. Grondahl, Esq.
Address Line 1: 919 Third Avenue
Address Line 2: Debevoise & Plimpton LLP
Address Line 4: New York, NEW YORK 10022

NAME OF SUBMITTER:	Kevin R. Grondahl
SIGNATURE:	/Kevin R. Grondahl/
DATE SIGNED:	04/24/2019

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT is dated as of April 18, 2019 by Knappe & Vogt Manufacturing Company, a Michigan corporation (“K&V”), and Workrite Ergonomics, LLC, a Delaware limited liability company (together with K&V, collectively, the “Grantors”), in favor of U.S. Bank National Association (“U.S. Bank”), as administrative agent (in such capacity, together with its successors and permitted assigns, “Agent”) for the Lenders and each other Secured Party (each as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of April 18, 2019 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Borrowers, the Borrower Representative, Holdings, the other Credit Parties party thereto, the Lenders from time to time party thereto and U.S. Bank, as Agent for the Lenders, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrowers) has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guaranty the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with Agent as follows:

Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

all of its Trademarks included in the Collateral, including, without limitation, those referred to on Schedule 1 hereto

all renewals and extensions of the foregoing;

all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed signature page of this Trademark Security Agreement by facsimile transmission or by Electronic Transmission shall be as effective as delivery of a manually executed counterpart hereof.

Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

Agent. Agent has executed this Agreement as directed under and in accordance with the Credit Agreement and will perform this Agreement solely in its capacity as Agent and not individually. In performing under this Agreement, Agent shall have all rights, protections, immunities and indemnities granted it under the Credit Agreement. Subject to the terms of the Credit Agreement, Agent shall have no obligation to perform or exercise any discretionary act.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,


**KNAPE & VOGT MANUFACTURING
COMPANY, as Grantor**

By: 
Name: Rick M. McQuigg
Title: Chief Financial Officer

**WORKRITE ERGONOMICS, LLC, as
Grantor**

By: 
Name: Rick M. McQuigg
Title: Chief Financial Officer

**U.S. BANK NATIONAL ASSOCIATION, as
Agent**

By: 
Name: Lisa Dowd
Title: Vice President

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Obligor	Name of Trademark	Registration Number	Registration Date
Knape & Vogt Manufacturing Company	KEYNETIX	2,651,216	11/19/2002
Knape & Vogt Manufacturing Company	KV KNAPE & VOGT	3,796,092	6/1/2010
Knape & Vogt Manufacturing Company	KNAPE & VOGT	3,026,898	12/13/2005
Knape & Vogt Manufacturing Company	KV and Design	2,942,939	4/19/2005
Knape & Vogt Manufacturing Company	KV and Design	1,278,661	5/22/1984
Knape & Vogt Manufacturing Company	KV	672,702	1/20/1959
Knape & Vogt Manufacturing Company	REAL SOLUTIONS FOR REAL LIFE	3,623,563	5/19/2009
Knape & Vogt Manufacturing Company	REAL SOLUTIONS FOR REAL LIFE	2,918,365	1/18/2005
Knape & Vogt Manufacturing Company	SHELF MADE	2,883,936	9/14/2004
Knape & Vogt Manufacturing Company	TRU-TRAC	3,567,097	1/27/2009
Knape & Vogt Manufacturing Company	TAP-MOUNT	2,537,209	2/5/2002

Obligor	Name of Trademark	Registration Number	Registration Date
Knape & Vogt Manufacturing Company	FAST-MOUNT	2,444,214	4/17/2001
Knape & Vogt Manufacturing Company	JOHN STERLING	4,224,459	10/16/2012
Knape & Vogt Manufacturing Company	HYLOFT	2,585,032	6/25/2002
Knape & Vogt Manufacturing Company	HYLOFT	3,617,076	5/5/2009
Knape & Vogt Manufacturing Company	HYLOFT	3,617,110	5/5/2009
Knape & Vogt Manufacturing Company	TIRE LOFT	4,094,525	1/31/2012
Workrite Ergonomics, LLC	I (design)	2,335,469	3/28/2000
Workrite Ergonomics, LLC	WORKRITE ERGONOMICS	3,793,405	5/25/2010
Workrite Ergonomics, LLC	WORKRITE ERGONOMICS and Design	2,050,710	4/8/1997
Workrite Ergonomics, LLC	BANANA-BOARD	2,320,857	2/22/2000

2. TRADEMARK APPLICATIONS

None.