

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM650853

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Knape & Vogt Manufacturing Company		05/14/2021	Corporation: MICHIGAN
Workrite Ergonomics, LLC		05/14/2021	Limited Liability Company: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	BANK OF AMERICA, N.A., as Agent
<b>Street Address:</b>	833 E. Michigan Street, Suite 701
<b>City:</b>	Milwaukee
<b>State/Country:</b>	WISCONSIN
<b>Postal Code:</b>	53202
<b>Entity Type:</b>	National Banking Association: UNITED STATES

## PROPERTY NUMBERS Total: 24

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:	672702	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:	6140748	CLOSET CULTURE
Registration Number:	2335469	I
Registration Number:	3793405	WORKRITE ERGONOMICS
Registration Number:	2050710	WORKRITE ERGONOMICS
Registration Number:	2320857	BANANA-BOARD
Registration Number:	5650469	SIMPLY PUT THOUGHTFULLY ORGANIZED
Registration Number:	6080791	ADVENT

**CORRESPONDENCE DATA**

**Fax Number:** 2149813400

*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:** 214-981-3483

**Email:** dclark@sidley.com

**Correspondent Name:** Dusan Clark, Esq.

**Address Line 1:** Sidley Austin LLP

**Address Line 2:** 2021 McKinney Ave., Suite 2000

**Address Line 4:** Dallas, TEXAS 75201

<b>ATTORNEY DOCKET NUMBER:</b>	27729-40000
<b>NAME OF SUBMITTER:</b>	Dusan Clark
<b>SIGNATURE:</b>	/Dusan Clark/
<b>DATE SIGNED:</b>	06/01/2021

**Total Attachments: 6**

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT dated as of May 14, 2021, is made by each of the entities listed on the signature pages hereof (each, a “Grantor,” and collectively, the “Grantors”), in favor of BANK OF AMERICA, N.A., a national banking association, as agent for the Secured Parties as defined in the Loan Agreement referred to below (in such capacity, together with its successors and assigns, “Agent”).

Introductory Statement

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified, renewed or replaced from time to time, the “Loan Agreement”), among the Grantors, each other Obligor from time to time party thereto, the Lenders from time to time party thereto and Agent, the Lenders have severally agreed to make Loans to the Borrowers upon and subject to the terms and conditions set forth therein; and

WHEREAS, pursuant to the Loan Agreement, the Grantors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, and to induce the Agent and the Lenders to enter into the Loan Agreement, to induce the Lenders to make their respective Loans to the Borrowers thereunder, and to induce the Agent to act in its agency capacity thereunder, and intending to be legally bound, each Grantor hereby agrees with the Agent, for the benefit of the Secured Parties, as follows:

Section 1. Defined Terms. All uppercase terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

Section 2. 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 Obligations of such Grantor, hereby grants to the 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”):

- a. all of its trademarks and registrations and applications for the foregoing, including those referred to on Schedule 1 hereto;
- b. all renewals and extensions of the foregoing;
- c. all goodwill of the business connected with the use of, and symbolized by, each such trademark; and
- d. all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including 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. Notwithstanding the foregoing, there shall be no security interest or Lien on any trademark application that is filed on an "intent-to-use" basis (until such time as a statement of use is filed with respect to such application and duly accepted by the United States Patent and Trademark Office).

Section 3. Loan Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the Liens and security interests granted to the Agent for the benefit of the Secured Parties pursuant to the Loan Agreement. Each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent and the obligations of each Grantor with respect to the Liens and security interests in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement conflicts with any provision of the Loan Agreement, the Loan Agreement shall govern.

Section 4. 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.

Section 5. 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.

Section 6. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT AND THE VALIDITY, INTERPRETATION, CONSTRUCTION, AND PERFORMANCE HEREOF SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, AND ANY CLAIM BY ANY PARTY HERETO AGAINST ANY OTHER PARTY HERETO (INCLUDING ANY CLAIMS SOUNDING IN CONTRACT OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE DETERMINED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK FOR CONTRACTS MADE AND TO BE PERFORMED WHOLLY WITHIN THE STATE OF NEW YORK, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS.

Section 7. WAIVER OF JURY TRIAL; DISPUTE RESOLUTION; JURISDICTION; VENUE; SERVICE OF PROCESS. EACH GRANTOR HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING (I) TO ENFORCE OR DEFEND ANY RIGHTS UNDER OR IN CONNECTION WITH THIS TRADEMARK SECURITY AGREEMENT, OR (II) ARISING FROM ANY DISPUTE OR CONTROVERSY IN CONNECTION WITH OR RELATED TO THIS TRADEMARK SECURITY AGREEMENT. EACH PARTY FURTHER AGREES THAT THE TERMS AND PROVISIONS OF SECTION 14.15 AND SECTION 14.17 OF THE LOAN

AGREEMENT (“FORUM”; “WAIVERS BY OBLIGORS”) ARE HEREBY INCORPORATED HEREIN BY REFERENCE, AND SHALL APPLY TO THIS AGREEMENT *MUTATIS MUTANDIS* AS IF FULLY SET FORTH HEREIN.

Section 8. Miscellaneous. The terms and provisions of Sections 13.1, 14.1, 14.3, 14.6, 14.8, 14.9 of the Loan Agreement (“Successors and Assigns”; “Consents, Amendments and Waivers”; “Notices and Communications”; “Severability”; “Counterparts, Execution; Electronic Records”; and “Entire Agreement”, respectively) are hereby incorporated herein by reference, and shall apply to this Trademark Security Agreement *mutatis mutandis* as if fully set forth herein. This Trademark Security Agreement shall constitute a “Loan Document” for all purposes of the Loan Agreement and the other Loan Documents.

*[signatures begin on next page]*

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed and delivered as of the date first above written.

KNAPE & VOGT MANUFACTURING  
COMPANY, as Grantor

By   
Name: John Montigny  
Title: Chief Executive Officer

WORKRITE ERGONOMICS, LLC, as  
Grantor

By   
Name: John Montigny  
Title: Chief Executive Officer

SCHEDULE 1  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations:

<b>Obligor</b>	<b>Name of Trademark</b>	<b>Registration Number</b>	<b>Registration Date</b>
Workrite Ergonomics, LLC	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
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
Knape & Vogt Manufacturing Company	Closet Culture	6,140,748	2/7/2020

Obligor	Name of Trademark	Registration Number	Registration Date
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
Knape & Vogt Manufacturing Company	SIMPLY PUT THOUGHTFULLY ORGANIZED	5,650,469	1/8/2019
Workrite Ergonomics, LLC	ADVENT	6,080,791	6/16/2020