

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM661511

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bank of America, N.A. (as successor-by-assignment to UBS AG, Stamford Branch), as Administrative Agent		07/19/2021	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Knoll, Inc.		
Street Address:	1235 Water Street		
City:	East Greenville		
State/Country:	PENNSYLVANIA		
Postal Code:	18041		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1436944	LEATHERWEAVE	
Registration Number:	1404945	SABRINA	
Registration Number:	1446426	SPINNEYBECK	
CORRESPONDENCE DATA			
Fax Number:	7043311159		
<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:	7043311000		
Email:	PTO_TMconfirmation@mvalaw.com, maryelizabethzaldivar@mvalaw.com		
Correspondent Name:	Moore & Van Allen PLLC		
Address Line 1:	100 North Tryon Street		
Address Line 2:	Suite 4700, ATTN: IP DEPARTMENT		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	017625.004884		
NAME OF SUBMITTER:	John Slaughter		
SIGNATURE:	/john slaughter/		

OP \$90.00 1436944

DATE SIGNED:	07/21/2021
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Total Attachments: 3

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**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARKS**

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of July 19, 2021 (“Release”), is made by Bank of America, N.A. (as successor-by-assignment to UBS AG, Stamford Branch (“UBS”)), as Administrative Agent (“Administrative Agent”) in favor of Knoll, Inc., a Delaware corporation (“Grantor”).

WHEREAS, pursuant to that certain Guarantee and Collateral Agreement dated as of September 30, 2004 (as amended, supplemented, replaced or otherwise modified from time to time, the “Security Agreement”) by and among the Grantor, UBS, and others party thereto, and the Trademark Security Agreement dated as of September 29, 2004 (“Trademark Security Agreement”) by and among Grantor and UBS, Grantor granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of Grantor’s right, title and interest of Grantor in, to and under the Trademark Collateral, including the trademark registrations and trademark applications listed on Schedule A attached hereto;

WHEREAS, the Trademark Security Agreement was recorded at the United States Patent and Trademark Office (“USPTO”) on October 5, 2004 at Reel 2951 Frame 0512;

WHEREAS, pursuant to the Master Assignment Agreement dated as of October 3, 2005 (“Master Assignment”) by and among Grantor, UBS, Administrative Agent, and others party thereto, and the Assignment and Assumption Agreement dated as of October 3, 2005 (“Assignment Agreement”) by and among UBS and Administrative Agent, UBS assigned all of its interests, rights and obligations under the Security Agreement and Trademark Security Agreement to Administrative Agent; and

WHEREAS, the Assignment Agreement was recorded at the USPTO on November 7, 2005 at Reel 3189 Frame 0818 (“Assignment Agreement”).

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Administrative Agent, on behalf of the Secured Parties, and Grantor agree as follows:

SECTION 1. Defined Terms. All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Security Agreement, Trademark Security Agreement, Master Assignment or Assignment Agreement.

SECTION 2. Termination and Release. Administrative Agent, on behalf of the Secured Parties, without representation, warranty, or recourse, hereby:

(a) terminates, cancels, discharges, and releases the security interest in and continuing lien on all of Grantor’s right, title and interest of Grantor in, to and under the Trademark Collateral, including the trademark registrations and trademark applications listed on Schedule A attached hereto, granted pursuant to the Security Agreement, Trademark Security Agreement, Master Assignment or Assignment Agreement; and

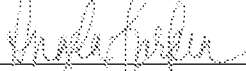
(b) authorizes the recordation of this Release with the USPTO at Grantor’s expense.

SECTION 3. Choice of Law. This Release shall be governed by and construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, the Administrative Agent, on behalf of the Secured Parties, has caused this Termination and Release of Security Interest in Trademarks to be duly executed as of the date first set forth above.

Administrative Agent:

Bank of America, N.A., as Administrative Agent

By:  _____

Name: Angela Larkin

Title: Vice President

Schedule A

**Knoll, Inc.
(Delaware Corporation)**

**U.S. Trademark Subject to Security Interest
Granted by Knoll, Inc.
In Favor of UBS AG, Stamford Branch
Recorded October 5, 2004 at Reel 2951 Frame 0512
Assigned in Favor of Bank of America, N.A.
Recorded November 7, 2005 at Reel 3189 Frame 0818**

Trademark Registrations

Mark	Reg. No.	Reg. Date
LEATHERWEAVE	1436944	4/14/87
SABRINA	1404945	8/12/86
SPINNEYBECK	1446426	7/7/87