

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM730812

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900681364

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MITY-LITE, INC.		03/11/2022	Corporation: UTAH
BRODA USA, INC.		03/11/2022	Corporation: UTAH
HOLSAG CANADA		03/11/2022	Corporation: CANADA
BRODA LIMITED PARTNERSHIP		03/11/2022	Limited Partnership: CANADA
MITY HOLDINGS OF DELAWARE INC.		03/11/2022	Corporation: DELAWARE
MITY, INC.		03/11/2022	Corporation: UTAH
BROAD ENTERPISES ULC		03/11/2022	Corporation: CANADA
BRODA GP ULC		03/11/2022	Corporation: CANADA

RECEIVING PARTY DATA

Name:	ECLIPSE BUSINESS CAPITAL LLC, AS AGENT
Street Address:	123 N. WACKER DR. SUITE 2400
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Serial Number:	86009157	MITYLITE
Serial Number:	86009338	M
Registration Number:	4632730	FLEX-LITE
Registration Number:	4576197	MITY-EDGE
Registration Number:	3943400	FLEXONE
Registration Number:	4609979	ONESERIES
Registration Number:	3890774	VERSIFLEX
Registration Number:	3890728	MESHONE
Registration Number:	3632913	ENCORE STAGING
Registration Number:	2471641	SWIFTSET

Property Type	Number	Word Mark
Registration Number:	2123846	MITY-LITE
Registration Number:	1812173	VERTICAL TIERS

CORRESPONDENCE DATA

Fax Number: 3128637867

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: 312-863-7267

Email: jaclyn.di.grande@goldbergkohn.com

Correspondent Name: Jaclyn Di Grande - Paralegal

Address Line 1: Goldberg Kohn Ltd.

Address Line 2: 55 E Monroe St., Ste 3300

Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER: 7528.900

NAME OF SUBMITTER: Jaclyn Di Grande

SIGNATURE: /jaclyn di grande/

DATE SIGNED: 05/27/2022

Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "**Agreement**"), is dated as of March 11, 2022 and is by MITY-LITE INC., BRODA USA INC., HOLSAG CANADA, BRODA LIMITED PARTNERSHIP, MITY HOLDINGS OF DELAWARE INC., MITY, INC., BROAD ENTERPRISES ULC AND BRODA GP ULC ("**Grantor**"), in favor of ECLIPSE BUSINESS CAPITAL LLC, as Agent for the Lenders (in such capacity, "**Agent**") under the Loan and Security Agreement (as defined herein).

RECITALS

A. Grantor, the other Loan Parties party thereto from time to time, Agent and the Lenders party thereto from time to time have entered into a Loan and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "**Loan Agreement**"; capitalized terms used but not defined herein shall have the meaning given to such terms in the Loan Agreement), pursuant to which Lenders have agreed to make loans and certain other extensions of credit to Borrower as provided therein.

B. Pursuant to the Loan Agreement, Grantor is required to execute and deliver to Agent, for its benefit and the benefit of the Lenders, this Agreement for purposes of filing with the United States Patent and Trademark Office ("**USPTO**").

C. Pursuant to the Loan Agreement, Grantor has granted to Agent, for itself and on behalf of the Lenders, a security interest in substantially all the assets of Grantor, including all right, title and interest of Grantor in, to, and under all now owned and hereafter acquired trademarks, trademark applications and trademark licenses, and all products and proceeds thereof to secure the payment and performance of the Obligations.

AGREEMENT

In consideration of the mutual covenants and agreements set forth herein and in the Loan Agreement, it is hereby agreed that:

1. This Agreement is made to secure the satisfactory performance and payment of all the Obligations. Upon the Termination Date, Agent shall promptly, following written request by Grantor, execute, acknowledge, and deliver to Grantor all instruments reasonably requested by Grantor necessary to release Agent's security interest in the Trademark Collateral (as defined below) acquired under this Agreement.

2. Grantor hereby grants to Agent, for itself and on behalf of the Lenders, a continuing security interest and lien in all of Grantor's right, title and interest in, to, and under the following, whether presently existing or hereafter created or acquired to secure the payment and performance of the Obligations: (a) each trademark and trademark application, including, without limitation, each trademark registration and trademark application referred to in Schedule 1 attached hereto and incorporated herein, together with any reissues, continuations or extensions thereof and all goodwill associated therewith; each exclusive trademark license if Grantor has the right to grant a security interest in such license, including, without limitation, each exclusive trademark license listed on Schedule 1, together with all goodwill

associated therewith and (b) all products and proceeds of the foregoing, including, without limitation, all claims and causes of action arising prior to or after the date hereof for past, present or future infringement of any trademark, including, without limitation, any trademark registration or application referred to in Schedule 1 (items (a) and (b) being herein collectively referred to as the "**Trademark Collateral**"). Notwithstanding the foregoing, any trademark applications filed in the USPTO on the basis of any Grantor's intent to use such trademark shall be excluded from Trademark Collateral, unless and until a statement of use or amendment to allege use is filed in the USPTO, whereupon such trademark shall automatically be deemed included in the Trademark Collateral.

This security interest and lien is granted in conjunction with the security interests and liens granted to Agent, for itself and on behalf of the Lenders, pursuant to the Loan Agreement and subject to limitations set forth therein. Grantor hereby acknowledges and affirms that the rights and remedies of Agent and the Lenders with respect to the security interests and liens 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.

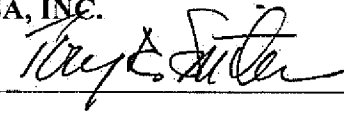
THIS AGREEMENT IS MADE UNDER AND SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED THEREIN WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES.

[signature page follows]

Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

Borrowers:


BRODA USA, INC.

By: 

Name: Tony R. Smith

Title: Authorized Signatory

MITY-LITE, INC.

By: 

Name: Tony R. Smith

Title: Authorized Signatory

HOLSAG CANADA Inc.

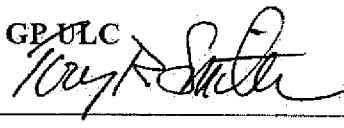
By: 

Name: Tony R. Smith

Title: Authorized Signatory

BRODA LIMITED PARTNERSHIP

By **BRODA GP ULC**

By: 

Name: Tony R. Smith

Title: Authorized Signatory

Loan Parties:

MITY HOLDINGS OF DELAWARE INC.

By: _____

Name: Bart J. deBie

Title: Authorized Signatory

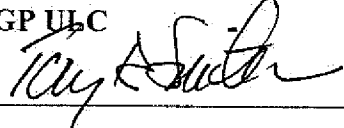
BRODA ENTERPRISES ULC

By: 

Name: Tony R. Smith

Title: Authorized Signatory

BRODA GP ULC

By: 

Name: Tony R. Smith

Title: Authorized Signatory

Mity, Inc.


By: 

Name: Tony R. Smith

Title: Authorized Signatory

Loan Parties:

MITY HOLDINGS OF DELAWARE INC.

By:  _____

Name: Bart J. deBie

Title: Authorized Signatory

BRODA ENTERPRISES ULC

By: _____

Name: Tony R. Smith

Title: Authorized Signatory

BRODA GP ULC

By: _____

Name: Tony R. Smith

Title: Authorized Signatory

Mity, Inc.

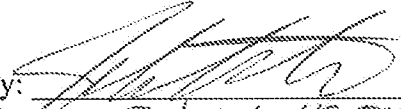
By: _____

Name: Tony R. Smith

Title: Authorized Signatory

Acknowledged by:

ECLIPSE BUSINESS CAPITAL LLC, as Agent

By: 
Name: JOHN W WETSTONE
Title: EV

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

A. Trademarks

Serial No./Reg. No.	Word Mark	Description	Owned or Licensed	Company or Subsidiary
86009157	MITYLITE	Tables and chairs	Owned	Company
86009338	M	Tables and chairs	Owned	Company
85539837/4632730	FLEX-LITE	Folding chairs	Owned	Company
85248279/4576197	MITY-EDGE	Folding tables and furniture edging	Owned	Company
85060979/3943400	FLEX-ONE	Folding chairs	Owned	Company
85027257/4609979	ONESERIES	Portable chairs	Owned	Company
77704469/3890774	VERSIFLEX	Tables and chairs	Owned	Company
77684685/3890728	MESH ONE	Tables and chairs	Owned	Company
77509356/3632913	ENCORE STAGING	Portable stages	Owned	Company
76093144/2471641	SWIFTSET	Folding chairs	Owned	Company
75225206/2123846	MITY-LITE	Tables of plastic and metal	Owned	Company
74222097/1812173	VERTICAL TIERS	Modular wall systems	Owned	Company

B. Trademark Licenses