

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM771202

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Collateral Assignment of Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Haworth, Inc.		11/29/2022	Corporation: MICHIGAN
Affordable Interior Systems, Inc.		11/29/2022	Corporation: DELAWARE
Janus et Cie		11/29/2022	Corporation: CALIFORNIA
SYSTEMS SOURCE, INC.		11/29/2022	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	PNC Bank, National Association		
Street Address:	500 First Avenue		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15219		
Entity Type:	National Banking Association: PENNSYLVANIA		
PROPERTY NUMBERS Total: 68			
Property Type	Number	Word Mark	
Registration Number:	4796771	A SERIES	
Registration Number:	1792186	ACCOLADE	
Registration Number:	6266938	BE_HOLD	
Registration Number:	4061229	BESIDE	
Registration Number:	4610355	BLUESCAPE	
Registration Number:	4685169	BLUESCAPE	
Registration Number:	4610356	BLUESCAPE	
Registration Number:	2443265	BOOGIE	
Registration Number:	3423829	CANDOR	
Registration Number:	3419851	CHANGE BY DESIGN	
Registration Number:	4227112	COLLABORATE	
Registration Number:	3143555	COMPOSE	
Serial Number:	90815578	COMPOSE ECHO	
Registration Number:	6251753	CULTIVATE	
Registration Number:	3551852	ENCLOSE	
Registration Number:	5581129	FERN	

CH \$1715.00 4796771

Property Type	Number	Word Mark
Registration Number:	3383017	FORM FOLLOWS SCIENCE
Registration Number:	4618268	HARBOR WORK LOUNGE
Registration Number:	2962739	HAWORTH
Registration Number:	1864740	HAWORTH
Registration Number:	1327002	HAWORTH
Registration Number:	1089961	HAWORTH
Registration Number:	3325527	HELLO
Registration Number:	2650002	IF
Registration Number:	5514244	IMMERSE
Registration Number:	1925492	IMPROV
Registration Number:	4805076	INTUITY
Registration Number:	5224131	JIVE
Registration Number:	2649803	JUMP
Registration Number:	5835094	LEGIBLE
Registration Number:	4973339	LENS
Registration Number:	4251359	LIVELY
Registration Number:	2854461	LOOK
Registration Number:	5897947	MAARI
Registration Number:	3425852	MASTERS SERIES
Registration Number:	2394320	MONACO
Registration Number:	2840976	MOXIE
Registration Number:	1145476	MUELLER
Registration Number:	3599987	NC-B RESONATE
Registration Number:	2366869	ONETOUCH
Registration Number:	4725016	OPENEST
Registration Number:	3773680	ORGANIC WORKSPACE
Registration Number:	3122136	PAL
Registration Number:	5628685	PEBBLE
Registration Number:	6687424	PERGOLA
Registration Number:	1549193	PLACES
Registration Number:	3411001	PLANES
Registration Number:	3276920	POWER WEB
Registration Number:	1800120	PREMISE
Registration Number:	1560950	RACE
Registration Number:	1156086	RACE
Registration Number:	4061228	RESIDE
Registration Number:	4415617	SHETLAND
Registration Number:	5588064	SOJI

Property Type	Number	Word Mark
Registration Number:	2032913	TACTICS
Registration Number:	1877638	TEC CRETE
Registration Number:	3376561	TECBASE
Registration Number:	2647880	TODO
Registration Number:	4585302	TRIVATI
Registration Number:	1097503	UNIGROUP
Registration Number:	6159684	UPSIDE
Registration Number:	3051772	V SERIES
Registration Number:	3584417	VERY
Registration Number:	4593759	WINDOWSEAT
Registration Number:	4429595	WORKWARE
Registration Number:	2927048	X SERIES
Registration Number:	2557346	X99
Registration Number:	3225737	ZODY

CORRESPONDENCE DATA

Fax Number: 2165790212
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: 216-586-3939
Email: lgoode@jonesday.com, mmisitigh@jonesday.com
Correspondent Name: Lucas E. Goode
Address Line 1: 901 Lakeside Avenue
Address Line 2: North Point
Address Line 4: Cleveland, OHIO 44114

NAME OF SUBMITTER:	Melanie H. Misitigh
SIGNATURE:	/Melanie H. Misitigh/
DATE SIGNED:	12/01/2022

Total Attachments: 8
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COLLATERAL ASSIGNMENT OF TRADEMARKS

THIS COLLATERAL ASSIGNMENT OF TRADEMARKS dated as of November 29, 2022 (this “Agreement”), among Haworth, Inc., a Michigan corporation (the “Borrower”), Affordable Interior Systems, Inc., a Delaware corporation (“AIS”), Janus et Cie, a California corporation (“Janus”), SYSTEMS SOURCE, INC., a California corporation (“Systems Source” and together with the Borrower, AIS and Janus, together with their respective successors and assigns, each, an “Assignor”), and PNC BANK, NATIONAL ASSOCIATION, as administrative agent (together with its successors and assigns in such capacity, the “Administrative Agent”), for the benefit of the Secured Creditors (as defined in the Security Agreement referred to below):

RECITALS:

(1) This Agreement is made pursuant to the Credit Agreement, dated as of November 29, 2022 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Borrower, Haworth International, Ltd., a Michigan corporation, the lenders party thereto (the “Lenders”), and the Administrative Agent.

(2) In connection with the Credit Agreement, each Assignor is a party to a Pledge and Security Agreement, dated as of November 29, 2022 (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among each Assignor, the other grantors named therein and the Administrative Agent, pursuant to which each Assignor has granted to the Administrative Agent, for the benefit of the Secured Creditors, a security interest in, assignment of and lien on substantially all of its assets, whether now owned or existing or hereafter acquired or arising.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Assignor hereby covenants and agrees with the Administrative Agent and the other Secured Creditors as follows:

Section 1. Defined Terms. Terms used herein without definition shall have the respective meanings ascribed thereto in the Security Agreement.

Section 2. Assignment and Grant of Security Interest. As security for the prompt payment and performance of the Secured Obligations, each Assignor hereby assigns, transfers, conveys and grants to the Administrative Agent, for the benefit of the Secured Creditors, a security interest in, a general lien upon and/or a right of set-off against (whether now owned or hereafter acquired by such Assignor and whether acquired in the United States or elsewhere in the world) all right, title and interest of such Assignor in and to the following, whether now existing or hereafter acquired (the “Trademark Collateral”):

(i) all trademarks, trade names and service marks registered with the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A to this Agreement);

(ii) all applications for the registration of trademarks, trade names and service marks filed with the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A to this Agreement);

(iii) all trademarks, trade names and service marks registered with any office, agency or other governmental authority of any State, the District of Columbia or any possession or territory of the United States;

(iv) all trademarks, trade names and service marks registered with any office, agency or other governmental authority of any other country or any province, department or other governmental subdivision thereof;

(v) all registrations and recordings with respect to any of the foregoing;

(vi) all reissues, extensions and renewals of any of the foregoing;

(vii) all corporate names, business names, trade styles, logos, other source or business identifiers; all information, customer lists, identification of supplier, data, plans, blueprints, specifications, designs, drawings, recorded knowledge, surveys, engineering reports, test reports, manuals, materials standards, processing standards, performance standards, catalogs, computer and automatic machinery software and programs, and the like pertaining to operations by such Assignor in, on or about any of its plants or warehouses; all field repair data, sales data and other information relating to sales or service of products now or hereafter manufactured on or about any of its plants; and all accounting information pertaining to operations in, on or about any of its plants and all media in which or on which all of the information or knowledge or data or records relating to its plants and warehouses may be recorded or stored and all computer programs used for the compilation or printout of such information, knowledge, records or data, and the Administrative Agent shall keep all such information, knowledge, records or data strictly confidential in accordance with the Credit Agreement;

(viii) all licenses and other agreements relating in whole or in part to any of the foregoing, including all rights to payments in respect thereof;

(ix) all rights to sue for past, present or future infringements of any of the foregoing;

(x) all goodwill related to any of the foregoing;

(xi) to the extent not included above, all General Intangibles (as such term is defined in the UCC) of such Assignor related to the foregoing; and

(xii) all proceeds of any and all of the foregoing.

Notwithstanding anything in this Section 2 to the contrary, the term Trademark Collateral shall not include any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing and acceptance of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

Section 3. Reference to Separate Security Agreement. This Agreement has been entered into by each Assignor and the Administrative Agent primarily for recording purposes as contemplated by the Security Agreement. In the event of any inconsistency between any of the terms or provisions hereof and the terms and provisions of the Security Agreement, the terms and provisions of the Security Agreement shall govern.

Section 4. Governing Law. THIS AGREEMENT AND THE RIGHTS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE


LAWS OF THE STATE OF NEW YORK, WITHOUT APPLICATION OF THE RULES REGARDING CONFLICTS OF LAWS.

Section 5. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto on separate counterparts, including via facsimile transmission or other electronic transmission capable of authentication, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

HAWORTH, INC.

By: 
Name: Scott R. Poulton
Title: Chief Financial Officer

AFFORDABLE INTERIOR SYSTEMS, INC.

By: 
Name: Daniel P. Zona
Title: Treasurer

JANUS ET CIE

By: 
Name: Daniel P. Zona
Title: Treasurer


SYSTEMS SOURCE, INC.

By: 
Name: Daniel P. Zona
Title: Treasurer

[Haworth – Signature Page to Collateral Assignment of Trademarks]

Accepted and acknowledged by:

PNC BANK, NATIONAL ASSOCIATION,
as Administrative Agent

By: 
Name: Zoila Echavarria
Title: Vice President

[Haworth – Signature Page to Collateral Assignment of Trademarks]

TRADEMARK
REEL: 007905 FRAME: 0848

Schedule A
to Collateral Assignment of Trademarks

<u>Assignor</u>	<u>Trademark</u>	<u>Application No.</u>	<u>Application Date</u>	<u>Registration No.</u>	<u>Registration Date</u>
Haworth, Inc.	A SERIES	86402981	Sep-23-2014	4796771	Aug-18-2015
Haworth, Inc.	ACCOLADE	74282680	Jun-4-1992	1792186	Sep-7-1993
Haworth, Inc.	BE HOLD	87530942	Jul-17-2017	6266938	Feb-9-2021
Haworth, Inc.	BESIDE	85122503	Sep-3-2010	4061229	Nov-22-2011
Haworth, Inc.	BLUESCAPE	85772335	Nov-6-2012	4610355	Sep-23-2014
Haworth, Inc.	BLUESCAPE	85772377	Nov-6-2012	4685169	Feb-10-2015
Haworth, Inc.	BLUESCAPE	85772355	Nov-6-2012	4610356	Sep-23-2014
Haworth, Inc.	BOOGIE	75646920	Feb-24-1999	2443265	Apr-10-2001
Haworth, Inc.	CANDOR	77156414	Apr-13-2007	3423829	May-6-2008
Haworth, Inc.	CHANGE BY DESIGN	78535645	Dec-20-2004	3419851	Apr-29-2008
Haworth, Inc.	COLLABORATE	85381211	Jul-26-2011	4227112	Oct-16-2012
Haworth, Inc.	COMPOSE	78609486	Apr-15-2005	3143555	Sep-12-2006
Haworth, Inc.	COMPOSE ECHO	90815578	Jul-7-2021		
Haworth, Inc.	CULTIVATE	87896529	Apr-27-2018	6251753	Jan-19-2021
Haworth, Inc.	ENCLOSE	78609517	Apr-15-2005	3551852	Dec-23-2008
Haworth, Inc.	FERN	86656350	Jun-9-2015	5581129	Oct-9-2018
Haworth, Inc.	FORM/FOLLOWS SCIENCE	78757016	Nov-18-2005	3383017	Feb-12-2008
Haworth, Inc.	HARBOR WORK LOUNGE	85915769	Apr-26-2013	4618268	Oct-7-2014
Haworth, Inc.	HAWORTH	76372043	Feb-19-2002	2962739	Jun-21-2005
Haworth, Inc.	HAWORTH	74445361	Oct-8-1993	1864740	Nov-29-1994
Haworth, Inc.	HAWORTH	73455594	Dec-5-1983	1327002	Mar-26-1985
Haworth, Inc.	HAWORTH	73116794	Feb-23-1977	1089961	Apr-18-1978
Haworth, Inc.	HELLO	78229116	Mar-24-2003	3325527	Oct-30-2007
Haworth, Inc.	IF	75922579	Feb-16-2000	2650002	Nov-12-2002
Haworth, Inc.	IMMERSE	86957943	Mar-30-2016	5514244	Jul-10-2018
Haworth, Inc.	IMPROV	74573684	Sep-15-1994	1925492	Oct-10-1995
Haworth, Inc.	INTUITY	86295638	May-30-2014	4805076	Sep-1-2015

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Haworth, Inc.	JIVE	86907784	Feb-15-2016	5224131	Jun-13-2017
Haworth, Inc.	JUMP	75697534	May-4-1999	2649803	Nov-12-2002
Haworth, Inc.	LEGIBLE	86905856	Feb-12-2016	5835094	Aug-13-2019
Haworth, Inc.	LENS	85231507	Feb-1-2011	4973339	Jun-7-2016
Haworth, Inc.	LIVELY	85468234	Nov-9-2011	4251359	Nov-27-2012
Haworth, Inc.	LOOK	76383534	Mar-7-2002	2854461	Jun-15-2004
Haworth, Inc.	MAARI	87802195	Feb-19-2018	5897947	Oct-29-2019
Haworth, Inc.	MASTERS SERIES	77242752	Jul-31-2007	3425852	May-13-2008
Haworth, Inc.	MONACO	75697533	May-4-1999	2394320	Oct-10-2000
Haworth, Inc.	MOXIE	76374216	Feb-21-2002	2840976	May-11-2004
Haworth, Inc.	MUELLER	73176844	Jun-30-1978	1145476	Jan-6-1981
Haworth, Inc.	NC-B RESONANTE	77472071	May-12-2008	3599987	Mar-31-2009
Haworth, Inc.	NETOUCH	75465708	Apr-9-1998	2366869	Jul-11-2000
Haworth, Inc.	OPENEST	86185940	Feb-6-2014	4725016	Apr-21-2015
Haworth, Inc.	ORGANIC WORKSPACE	77346611	Dec-7-2007	3773680	Apr-6-2010
Haworth, Inc.	PAL	78623764	May-5-2005	3122136	Jul-25-2006
Haworth, Inc.	PEBBLE	87427832	Apr-27-2017	5628685	Dec-11-2018
Haworth, Inc.	PERGOLA	88775518	Jan-28-2020	6687424	Mar-29-2022
Haworth, Inc.	PLACES	73763925	Nov-16-1988	1549193	Jul-25-1989
Haworth, Inc.	PLANES	78971360	Sep-11-2006	3411001	Apr-8-2008
Haworth, Inc.	POWER WEB	78645990	Jun-8-2005	3276920	Aug-7-2007
Haworth, Inc.	PREMISE	74282678	Jun-4-1992	1800120	Oct-19-1993
Haworth, Inc.	RACE	73778650	Feb-3-1989	1560950	Oct-17-1989
Haworth, Inc.	RACE	73200675	Jan-19-1979	1156086	Jun-2-1981
Haworth, Inc.	RESIDE	85122492	Sep-3-2010	4061228	Nov-22-2011
Haworth, Inc.	SHETLAND	85630233	May-21-2012	4415617	Oct-8-2013
Haworth, Inc.	SOII	87738323	Dec-29-2017	5588064	Oct-16-2018
Haworth, Inc.	TACTICS	74664262	Apr-21-1995	2032913	Jan-21-1997
Haworth, Inc.	TEC CRETE	74306055	Aug-18-1992	1877638	Feb-7-1995
Haworth, Inc.	TECBASE	78878931	May-8-2006	3376561	Jan-29-2008
Haworth, Inc.	TUDO	75929637	Feb-24-2000	2647880	Nov-12-2002
Haworth, Inc.	TRIVATI	85820265	Jan-10-2013	4585302	Aug-12-2014
Haworth, Inc.	UNIGROUP	73117689	Mar-2-1977	1097503	Jul-25-1978
Haworth, Inc.	UPSIDE	88567094	Aug-5-2019	6159684	Sep-22-2020
Haworth, Inc.	V SERIES	78463123	Aug-6-2004	3051772	Jan-24-2006
Haworth, Inc.	VERY	77446316	Apr-11-2008	3584417	Mar-3-2009
Haworth, Inc.	WINDOWSEAT	85876011	Mar-14-2013	4593759	Aug-26-2014
Haworth, Inc.	WORKWARE	85652659	Jun-15-2012	4429595	Nov-5-2013

Haworth, Inc.	X SERIES	78311934	Oct-10-2003	2927048	Feb-15-2005
Haworth, Inc.	X99	76243865	Apr-19-2001	2557346	Apr-2-2002
Haworth, Inc.	ZODY	78595240	Mar-25-2005	3225737	Apr-3-2007

TRADEMARK

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RECORDED: 12/01/2022