

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM607029

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HUMANS SCALE CORPORATION		11/04/2020	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	CITIBANK, N.A., as Agent		
Street Address:	388 Greenwich Street, 26th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10013		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 25			
Property Type	Number	Word Mark	
Registration Number:	3490609	CINTO	
Registration Number:	2567975	HUMANS SCALE	
Registration Number:	2976628	HUMANS SCALE	
Registration Number:	2450121	HUMANS SCALE	
Registration Number:	4053224	HUMANS SCALE	
Registration Number:	2988414		
Registration Number:	3161231	LIBERTY	
Registration Number:	2681547	FREEDOM	
Registration Number:	4008368	HUMANS SCALE	
Registration Number:	3916742	HUMANS SCALE	
Registration Number:	4037178	HUMANS SCALE	
Registration Number:	3916744	HUMANS SCALE HEALTHCARE	
Registration Number:	4538341	MODE	
Registration Number:	2219271	FOOT MACHINE	
Registration Number:	4309560	FLOAT	
Registration Number:	5041396	TREA	
Registration Number:	4780702	M2	
Registration Number:	4891325	M/FLEX	
Registration Number:	4891324	M8	
TRADEMARK			

OP \$640.00 3490609

Property Type	Number	Word Mark
Registration Number:	4809574	BALLO
Registration Number:	5091218	QUICKSTAND
Registration Number:	5581098	OFFICEIQ
Registration Number:	5247414	VESSEL
Registration Number:	5991540	SUMMA
Registration Number:	5939364	ERGOIQ

CORRESPONDENCE DATA

Fax Number: 3128637806

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: 3128637198

Email: nancy.brougher@goldbergekohn.com

Correspondent Name: Nancy J. Brougher, Paralegal

Address Line 1: c/o Goldberg Kohn Ltd.

Address Line 2: 55 East Monroe, Suite 3300

Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER: 2142.028

NAME OF SUBMITTER: Nancy Brougher

SIGNATURE: /njb/

DATE SIGNED: 11/05/2020

Total Attachments: 13

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 4th day of November, 2020, by and among the Grantor listed on the signature pages hereof ("Grantor"), and CITIBANK, N.A., a national banking association ("Citibank"), acting not individually but as agent on behalf of, and for the benefit of, the Lenders and all other Secured Parties (in such capacity, together with its successors and assigns, if any, in such capacity, herein called the "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain CREDIT AGREEMENT, dated as of November 4, 2020, among HUMANSCALE CORPORATION, a New York corporation (the "Initial Borrower"), and those additional Persons (if any) that are joined as a party thereto as borrowers by executing the form of Borrower Joinder (along with the Initial Borrower, each individually a "Borrower" and individually and collectively, jointly and severally, the "Borrowers"), each of the entities identified as "Guarantors" on the signature pages thereto, each of the lenders identified as a "Lender" on Annex A attached thereto (together with each of its respective successors and assigns, if any, and any Additional Lenders, each a "Lender" and, collectively, the "Lenders"), and Agent, the Lenders have agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, the Secured Parties are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for the benefit of each Secured Party, that certain Guaranty and Security Agreement, dated as of November 4, 2020 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantor is required to execute and deliver to Agent, for the benefit of each Secured Party, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each Secured Party, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of Grantor's right, title and interest

in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

all products and proceeds (as that term is defined in the UCC) of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantor to Agent or the other Secured Parties, or any of them, whether or not they are unenforceable or not allowable due to the occurrence of any Insolvency Event involving Grantor.

SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of each Secured Party, pursuant to the Guaranty and Security Agreement. Grantor hereby acknowledges and affirms 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. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantor's obligations under this Section, Grantor hereby authorizes Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to

be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

GOVERNING LAW AND JURISDICTION AND JURY TRIAL WAIVER. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING GOVERNING LAW AND JURISDICTION AND JURY TRIAL WAIVER SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

HUMANSCALE CORPORATION, a New
York corporation

By: 

Name: Michele Gerards

Title: Chief Financial Officer

AGENT:

ACCEPTED AND
ACKNOWLEDGED BY:


CITIBANK, N.A., a national banking
association



By: Kelly Josephite
Name: Kelly Josephite
Its: Authorized Signatory

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT


Trademark Registrations/Applications

Country	Trademark	Owner	Registration No.	Registration Date	Expiration Date
Argentina	HUMANSCALE	Humanscale Corporation	2923801 (2166901)	28-Jun-2007	28-Jun-2027
Argentina	HUMANSCALE	Humanscale Corporation	3847835 (2325129)	06-Nov-2009	6-Nov-2029
Argentina	LIBERTY	Humanscale Corporation	2647744 (1923364)	23-Apr-2003	23-Apr-2023
Australia	HUMANSCALE	Humanscale Corporation	819070	09-Nov-2000	20-Dec-2029
Australia		Humanscale Corporation	1477083	24-Feb-2012	24-Feb-2022
Australia	ZON	Humanscale Corporation	1424306	06-May-2011	6-May-2021
Australia	QUICKSTAND	Humanscale Corporation	1789349	11-Jan-2017	12-Aug-2026
Brazil	CINTO	Humanscale Corporation	828821631	14-Aug-2012	14-Aug-2022
Brazil	HUMANSCALE	Humanscale Corporation	822157411	04-Jul-2006	4-Jul-2026
Canada	CINTO	Humanscale Corporation	TMA723060	05-Sep-2008	5-Sep-2023
Canada	HUMANSCALE	Humanscale Corporation	TMA556479	16-Jan-2002	16-Jan-2032
Canada	LIBERTY	Humanscale Corporation	TMA720199	01-Aug-2008	1-Aug-2023





Country	Trademark	Owner	Registration No.	Registration Date	Expiration Date
Canada	HUMANAIR	Humanscale Corporation	TMA789864	07-Feb-2011	7-Feb-2026
Canada	FREEDOM	Humanscale Corporation	TMA567626	18-Sep-2002	18-Sep-2032
Canada		Humanscale Corporation	TMA844547	25-Feb-2013	25-Feb-2028
Canada	ZON	Humanscale Corporation	TMA837557	03-Dec-2012	3-Dec-2027
Canada	FLOAT	Humanscale Corporation	TMA917660	20-Oct-2015	20-Oct-2030
Canada	M2	Humanscale Corporation	TMA934733	13-Apr-2016	13-Apr-2031
Canada	M/FLEX	Humanscale Corporation	TMA949877	20-Sep-2016	20-Sep-2031
Canada	M8	Humanscale Corporation	TMA951894	11-Oct-2016	11-Oct-2031
Canada	BALLO	Humanscale Corporation	TMA928743	11-Feb-2016	11-Feb-2031
Canada	QUICKSTAND	Humanscale Corporation	TMA973578	15-Jun-2017	15-Jun-2032
Canada	OFFICEIQ	Humanscale Corporation	TMA1003758	28-Aug-2018	28-Aug-2033
Chile	HUMANSCALE	Humanscale Corporation	774851	18-Dec-2006	18-Dec-2026
China	CINTO	Humanscale Corporation	895461	05-Oct-2006	8-Aug-2026
China	HUMANSCALE	Humanscale Corporation	2016852	07-Aug-2002	6-Aug-2022
China	HUMANSCALE	Humanscale Corporation	1557099	21-Apr-2001	20-Apr-2021

Country	Trademark	Owner	Registration No.	Registration Date	Expiration Date
China	LIBERTY	Humanscale Corporation	1930350	07-Aug-2002	6-Aug-2022
China		Humanscale Corporation	10559652	21-Apr-2013	20-Apr-2023
China	ZON	Humanscale Corporation	9400814	14-May-2012	13-May-2022
China	FLOAT	Humanscale Corporation	21003993	14-Oct-2017	13-Oct-2027
China	M8	Humanscale Corporation	15547694	28-Dec-2017	27-Dec-2027
China	QUICKSTAND	Humanscale Corporation	20091119	14-Jul-2017	13-Jul-2027
Colombia	HUMANSCALE	Humanscale Corporation	25512	26-Sep-2006	26-Sep-2026
Costa Rica	HUMANSCALE	Humanscale Corporation	166856	10-Apr-2007	10-Apr-2027
Costa Rica	HUMANSCALE	Humanscale Corporation	163434	25-Oct-2006	25-Oct-2026
European Union (Community)	CINTO	Humanscale Corporation	000895461	09-Aug-2007	8-Aug-2026
European Union (Community)	HUMANSCALE	Humanscale Corporation	001436765	03-Sep-2001	23-Dec-2029
European Union (Community)	FREEDOM	Humanscale Corporation	001254416	31-Oct-2000	26-Jul-2029
European Union (Community)		Humanscale Corporation	010673473	25-Jul-2012	24-Feb-2022
European Union (Community)	ZON	Humanscale Corporation	1067060	26-Jan-2011	26-Jan-2021
European Union (Community)	M2	Humanscale Corporation	011162518	11-Feb-2013	5-Sep-2022
European Union (Community)	M/FLEX	Humanscale Corporation	011162542	11-Feb-2013	5-Sep-2022
European Union (Community)	M8	Humanscale Corporation	011162526	11-Feb-2013	5-Sep-2022
European Union (Community)	RISE	Humanscale Corporation	012310702	25-Apr-2014	14-Nov-2023

Country	Trademark	Owner	Registration No.	Registration Date	Expiration Date
European Union (Community)	QUICKSTAND	Humanscale Corporation	012873485	24-Sep-2014	14-May-2024
European Union (Community)	OFFICEIQ	Humanscale Corporation	014489165	12-Jan-2016	17-Aug-2025
France	BALLO	Humanscale Corporation	1321310	12-Jun-2017	15-Jul-2026
Germany	BALLO	Humanscale Corporation	1321310	04-May-2017	15-Jul-2026
Hong Kong	HUMANSCALE	Humanscale Corporation	2001B06598	06-Jun-2001	8-Sep-2026
Hong Kong	HUMANSCALE	Humanscale Corporation	2001B06599	06-Jun-2001	8-Sep-2026
Hong Kong	LIBERTY	Humanscale Corporation	200214931	20-Nov-2002	21-Jul-2027
Indonesia	HUMANSCALE	Humanscale Corporation	471752 IDM000248653	04-Apr-2001	21-Feb-2020
Indonesia	HUMANSCALE	Humanscale Corporation	471605 IDM000248652	03-Apr-2001	21-Feb-2020
Int'l Registration - Madrid Protocol Only	CINTO	Humanscale Corporation	895461	08-Aug-2006	8-Aug-2026
Int'l Registration - Madrid Protocol Only	ZON	Humanscale Corporation	1067060	26-Jan-2011	26-Jan-2021
Int'l Registration - Madrid Protocol Only	BALLO	Humanscale Corporation	1321310	15-Jul-2016	15-Jul-2026
Israel	HUMANSCALE	Humanscale Corporation	136024	03-Apr-2001	20-Mar-2021
Israel	HUMANSCALE	Humanscale Corporation	136025	03-Apr-2001	20-Mar-2021
Israel	LIBERTY	Humanscale Corporation	157582	02-Jun-2003	10-Jun-2023
Italy	BALLO	Humanscale Corporation	1321310	15-Jul-2016	15-Jul-2026
Japan	HUMANSCALE	Humanscale Corporation	4688548	04-Jul-2003	4-Jul-2023
Japan	HUMANSCALE	Humanscale Corporation	4396882	30-Jun-2000	30-Jun-2020

Country	Trademark	Owner	Registration No.	Registration Date	Expiration Date
Korea	HUMANSCALE	Humanscale Corporation	4005091140000	20-Dec-2001	20-Dec-2021
Korea	LIBERTY	Humanscale Corporation	4005286220000	27-Aug-2002	27-Aug-2022
Korea	FREEDOM	Humanscale Corporation	4004732340000	10-Jul-2000	10-Jul-2020
Malaysia	HUMANSCALE	Humanscale Corporation	2000/01440	08-Sep-1999	8-Sep-2029
Malaysia	HUMANSCALE	Humanscale Corporation	2000/01439	08-Sep-1999	8-Sep-2029
Mexico	HUMANSCALE	Humanscale Corporation	1429536	27-Jan-2014	4-Jul-2022
Mexico	LIBERTY	Humanscale Corporation	849577	26-Aug-2004	13-Aug-2022
Mexico		Humanscale Corporation	1429535	27-Jan-2014	4-Jul-2022
Mexico	QUICKSTAND	Humanscale Corporation	1717228	07-Feb-2017	27-Sep-2026
New Zealand	ZON	Humanscale Corporation	841416	07-Nov-2011	6-May-2021
Norway	ZON	Humanscale Corporation	262005	17-Oct-2011	10-May-2021
Singapore	HUMANSCALE	Humanscale Corporation	T99/15352F	08-Sep-1999	8-Sep-2029
Singapore	HUMANSCALE	Humanscale Corporation	T99/15353D	08-Sep-1999	8-Sep-2029
Singapore	LIBERTY	Humanscale Corporation	T01/01062D	26-Sep-2002	21-Jul-2020
Singapore	ZON	Humanscale Corporation	T11026771	22-Jun-2011	26-Jan-2021
South Africa	HUMANSCALE	Humanscale Corporation	2015/31527	28-Jun-2018	4-Nov-2025
South Africa	HUMANSCALE	Humanscale Corporation	2015/31528	28-Jun-2018	4-Nov-2025
South Africa	LIBERTY CHAIR	Humanscale Corporation	2015/31525	10-Jul-2018	4-Nov-2025
South Africa	FREEDOM CHAIR	Humanscale Corporation	2015/31524	21-Sep-2017	4-Nov-2025
South Africa	FLOAT	Humanscale Corporation	2015/35913	24-Aug-2017	14-Dec-2025
South Africa	M2	Humanscale Corporation	2016/09213	26-Apr-2018	6-Apr-2026

Country	Trademark	Owner	Registration No.	Registration Date	Expiration Date
South Africa	M/FLEX	Humanscale Corporation	2016/09215	22-Feb-2018	6-Apr-2026
South Africa	M8	Humanscale Corporation	2016/09214	28-Feb-2018	6-Apr-2026
South Africa	QUICKSTAND	Humanscale Corporation	2015/35914	30-Mar-2018	14-Dec-2025
Taiwan	HUMANSCALE	Humanscale Corporation	1012800	01-Sep-2002	31-Aug-2022
Taiwan	HUMANSCALE	Humanscale Corporation	950319	16-Jul-2001	15-Jul-2021
Taiwan	HUMANSCALE	Humanscale Corporation	933644	01-Mar-2001	28-Feb-2021
United Kingdom	BALLO	Humanscale Corporation	1321310	15-Jul-2016	15-Jul-2026
United States of America	CINTO	Humanscale Corporation	3490609	19-Aug-2008	19-Aug-2028
United States of America	HUMANSCALE	Humanscale Corporation	2567975	07-May-2002	7-May-2022
United States of America	HUMANSCALE	Humanscale Corporation	2976628	26-Jul-2005	26-Jul-2025
United States of America	HUMANSCALE	Humanscale Corporation	2450121	08-May-2001	8-May-2021
United States of America	HUMANSCALE	Humanscale Corporation	4053224	08-Nov-2011	8-Nov-2021
United States of America	 Keyboard design	Humanscale Corporation	2988414	30-Aug-2005	30-Aug-2025

Country	Trademark	Owner	Registration No.	Registration Date	Expiration Date
United States of America	LIBERTY	Humanscale Corporation	3161231	24-Oct-2006	24-Oct-2026
United States of America	FREEDOM	Humanscale Corporation	2681547	28-Jan-2003	28-Jan-2023
United States of America		Humanscale Corporation	4008368	09-Aug-2011	9-Aug-2021
United States of America		Humanscale Corporation	3916742	08-Feb-2011	8-Feb-2021
United States of America		Humanscale Corporation	4037178	11-Oct-2011	11-Oct-2021
United States of America		Humanscale Corporation	3916744	08-Feb-2011	8-Feb-2021
United States of America	MODE	Humanscale Corporation	4538341	27-May-2014	
United States of America	FOOT MACHINE	Humanscale Corporation	2219271	19-Jan-1999	
United States of America	FLOAT	Humanscale Corporation	4309560	26-Mar-2013	26-Mar-2023
United States of America	TREA	Humanscale Corporation	5041396	13-Sep-2016	13-Sep-2026
United States of America	M2	Humanscale Corporation	4780702	28-Jul-2015	28-Jul-2025
United States of America	M/Flex	Humanscale Corporation	4891325	26-Jan-2016	26-Jan-2026
United States of America	M8	Humanscale Corporation	4891324	26-Jan-2016	26-Jan-2026

Country	Trademark	Owner	Registration No.	Registration Date	Expiration Date
United States of America	BALLO	Humanscale Corporation	4809574	08-Sep-2015	8-Sep-2025
United States of America	QUICKSTAND	Humanscale Corporation	5091218	29-Nov-2016	29-Nov-2026
United States of America	OFFICEIQ	Humanscale Corporation	5581098	09-Oct-2018	9-Oct-2028
United States of America	VESSEL	Humanscale Corporation	5247414	18-Jul-2017	18-Jul-2027
United States of America	SUMMA	Humanscale Corporation	5991540	18-Feb-2020	18-Feb-2030
United States of America	ergoIQ	Humanscale Corporation	5939364	17-Dec-2019	17-Dec-2029
United States of America	PATH	Humanscale Corporation	Pending -- Application filed 08/21/20	N/A	N/A
Venezuela	HUMANSCALE	Humanscale Corporation	2008-015426	22-Jul-2009	22-Jul-2024
Venezuela	HUMANSCALE	Humanscale Corporation	2008-015427	22-Jul-2009	22-Jul-2024

Trade Names

1. Humanscale Corporation
2. Humanscale Group
3. SMI (used on some invoices to customers)

Common Law Trademarks

None.

Trademarks Not Currently In Use

None.

Trademark Licenses

None.