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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM683732

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Commercial Furniture Group, Inc.		10/26/2021	Corporation: DELAWARE
Howe A/S		10/26/2021	Limited Liability Company: DENMARK

RECEIVING PARTY DATA

Name:	Acquiom Agency Services LLC	
Street Address:	150 South 5th Street, Suite 2600	
City:	Minneapolis	
State/Country:	MINNESOTA	
Postal Code:	55402	
Entity Type:	Limited Liability Company: COLORADO	

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Registration Number:	4451664	MOVEO
Registration Number:	4552937	SIXE
Registration Number:	4216191	TEMPEST
Registration Number:	4400383	TUTOR
Registration Number:	3336540	CFGROUP
Registration Number:	3352289	CFGROUP
Registration Number:	1925497	FALCON
Registration Number:	3890891	FALCON
Registration Number:	1173275	HOWE
Registration Number:	4196847	MOSS
Registration Number:	4258515	MOSS CHILL
Registration Number:	4166769	MOSS NOOK
Registration Number:	1282484	SHELBY WILLIAMS
Registration Number:	0730793	SHELBY WILLIAMS
Registration Number:	3426370	THONET
Registration Number:	1919786	

TRADEMARK REEL: 007473 FRAME: 0607

900652251

CORRESPONDENCE DATA

Fax Number: 9494754754

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: 949-451-3800

Email: skann@gibsondunn.com

Correspondent Name: Stephanie Kann

Address Line 1: 3161 Michelson Drive

Address Line 2: Gibson, Dunn & Crutcher LLP
Address Line 4: Irvine, CALIFORNIA 92612

ATTORNEY DOCKET NUMBER:	21342-00001
NAME OF SUBMITTER:	Stephanie Kann
SIGNATURE:	/stephanie kann/
DATE SIGNED:	10/26/2021

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "<u>Trademark Security Agreement</u>") is made this 26th day of October, 2021, by the Grantors listed on the signature pages hereof (collectively, jointly and severally, "<u>Grantors</u>" and each individually "<u>Grantor</u>"), in favor of Acquiom Agency Services LLC, a Colorado limited liability company, in its capacity as Collateral Agent for the Lenders and the other Secured Parties (together with its successors and assigns in such capacity, "<u>Agent</u>").

WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement dated as of October 26, 2021 (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the "<u>Credit Agreement</u>") among Commercial Furniture Group, Inc., a Delaware corporation ("<u>Borrower</u>"), Howe A/S, a Danish limited liability company, Howe US Inc., a Delaware Corporation, the lenders party thereto as "Lenders" ("<u>Lenders</u>"), the Collateral Agent, and AAS and Seaport Loan Products LLC, a Delaware limited liability company, together with their respective successors and assigns in such capacity, the co-administrative agents, the Lender Group is willing to make certain financial accommodations available to Borrower pursuant to the terms and conditions thereof;

WHEREAS, pursuant to the terms of the Credit Agreement, the Grantors have previously executed and delivered to the Collateral Agent the Security Agreement (as defined in the Credit Agreement); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group, 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, each Grantor hereby agrees as follows:

- 1. <u>DEFINED TERMS</u>. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement and/or the Credit Agreement.
- 2. <u>GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL</u>. Each Grantor hereby grants to Agent, for the benefit of the Lender Group, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "<u>Trademark Collateral</u>"):
- (a) all of its Trademarks and rights in and to Trademark IP Agreements to which it is a party including those referred to on Schedule I hereto;
 - (b) all extensions, modifications and renewals of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and
- (d) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark, or (ii) injury to the goodwill associated with any Trademark.
- 3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group, pursuant to the Security Agreement. Each 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 Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

- 4. AUTHORIZATION TO SUPPLEMENT. Grantors hereby authorize Agent unilaterally to modify this Agreement by amending Schedule I to include any trademarks, registrations, or applications therefor (including, without limitation, extensions or renewals) which become part of the Trademark Collateral under the Security Agreement. 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.
- 5. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

COMMERCIAL FURNITURE GROUP, INC.,

a Delaware Corporation

By: Name:

Seamus Bateson

Title:

President and Chief Executive Officer

HOWE A/S,

a Danish limited liability company (in Danish: *aktieselskab*)

By:

Michael Jacobsen

Name: Title:

Chief Executive Officer

TRADEMARK SECURITY AGREEMENT

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS: COMMERCIAL FURNITURE GROUP, INC.,

a Delaware Corporation

By:

Name: Seamus Bateson

Title: President and Chief Executive Officer

HOWE A/S.

a Danish limited liability company (in Danish:

uktieselskg#\

By: U Name:

Michael Jacogs

Tide: Chief Executive Officer

TRADEMARK SECURITY AGREEMENT

$\begin{array}{c} \text{SCHEDULE I} \\ \text{to} \\ \\ \text{TRADEMARK SECURITY AGREEMENT} \end{array}$

Trademark Registrations/Applications

Country	Mark	Filing/Reg. Date	Serial/Reg. No.	Status	Owner
IR/Madrid	USU	Reg. Date 9/21/2011	Reg. No. 1096857	Registered	Howe A/S
U.S.	MOVEO	Filing Date 10/12/2010 Reg. Date 12/17/2013	Serial No. 85/151,012 Reg. No. 4,451,664	Registered	Howe A/S
U.S.	SIXE	Filing Date 4/12/2013 Reg. Date 6/17/2014	Serial No. 85/903,151 Reg. No. 4,552,937	Registered	Howe A/S
U.S.	TEMPEST	Filing Date 6/17/2010 Reg. Date 10/2/2012	Serial No. 85/065,076 Reg. No. 4,216,191	Registered	Howe A/S
U.S.	TUTOR	Filing Date 10/6/2009 Reg. Date 9/10/2013	Serial No. 77/842,358 Reg. No. 4,400,383	Registered	Howe A/S
U.S.	USU	Filing Date 9/21/2011 Reg. Date 5/8/2012	Serial No. 79/105,094 Reg. No. 4,137,530	Registered	Howe A/S
U.S.	CF GROUP	Filing Date 10/5/2005 Reg. Date 11/13/2007	Serial No. 78/726,833 Reg. No. 3,336,540	Registered	Commercial Furniture Group, Inc.
U.S.	CFGroup	Filing Date 7/17/2006 Reg. Date 12/11/2007	Serial No. 78/931,084 Reg. No. 3,352,289	Registered	Commercial Furniture Group, Inc.
U.S.	FALCON	Filing Date 10/4/1994 Reg. Date 10/10/1995	Serial No. 74/582,064 Reg. No. 1,925,497	Registered	Commercial Furniture Group, Inc.
U.S.	FALC®N	Filing Date 6/29/2009 Reg. Date 12/14/2010	Serial No. 77/770,513 Reg. No. 3,890,891	Registered	Commercial Furniture Group, Inc.
U.S.	HOWE	Filing Date 2/19/1980 Reg. Date 10/13/1981	Serial No. 73/250,566 Reg. No. 1,173,275	Registered	Commercial Furniture Group, Inc.
U.S.	MOSS	Filing Date 6/15/2011 Reg. Date 8/28/2012	Serial No. 85/347,307 Reg. No. 4,196,847	Registered	Commercial Furniture Group, Inc.
U.S.	MOSS CHILL	Filing Date 6/15/2011 Reg. Date 12/11/2012	Serial No. 85/347,204 Reg. No. 4,258,515	Registered	Commercial Furniture Group, Inc.
U.S.	MOSS NOOK	Filing Date 6/15/2011 Reg. Date 7/3/2012	Serial No. 85/347,215 Reg. No. 4,166,769	Registered	Commercial Furniture Group, Inc.
U.S.	SHELBY WILLIAMS	Filing Date 9/27/1982 Reg. Date 6/19/1984	Serial No. 73/389,306 Reg. No. 1,282,484	Registered	Commercial Furniture Group, Inc.
U.S.	SHELBY WILLIAMS	Filing Date 6/14/1961 Reg. Date 5/1/1962	Serial No. 72/122,031 Reg. No. 0730793	Registered	Commercial Furniture Group, Inc.
U.S. State/Puerto Rico	SHELBY WILLIAMS	Filing Date 1/15/1981 Reg. Date 1/15/1981	Reg. No. 23392	Registered	Commercial Furniture Group, Inc.
U.S.	THONET	Filing Date 8/30/2007 Reg. Date 5/13/2008	Serial No. 77/268,555 Reg. No. 3,426,370	Registered	Commercial Furniture Group, Inc.
U.S.		Filing Date 10/4/1994 Reg. Date 9/19/1995	Serial No. 74/582,066 Reg. No. 1,919,786	Registered	Commercial Furniture Group, Inc.

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RECORDED: 10/26/2021