

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

To the director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

Humanscale Corporation

- Individual(s)
- General Partnership
- Corporation-State
- Other: \_\_\_\_\_
- Association
- Limited Partnership

Citizenship (see guidelines) New York

Execution Date(s) November 4, 2010

Additional names of conveying parties attached?  Yes  No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes

- Yes
- No

Name: Bank of America, N.A., as Agent

Internal Address: \_\_\_\_\_

Street Address: 335 Madison Avenue

City: New York

State: New York

Country: USA

Zip: 10017

Association Citizenship USA

General Partnership Citizenship \_\_\_\_\_

Limited Partnership Citizenship \_\_\_\_\_

Corporation Citizenship

Other  Citizenship

If assignee is not domiciled in the United States, a domestic representative designation is attached.  Yes  No  
(Designations must be a separate document from assignment)

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) SEE SCHEDULE A ANNEXED HERETO

B. Trademark Registration No.(s) SEE SCHEDULE A ANNEXED HERETO

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown)  
SEE SCHEDULE A ANNEXED HERETO

5. Name address of party to whom correspondence concerning document should be mailed:

Name: Susan O'Brien

Internal Address: CT Lien Solutions

Street Address: 187 Wolf Road, Suite 101

City: Albany

State: NY

Zip: 12205

Phone Number: 800-342-3676

Fax Number: 800-962-7049

Email Address: cls-udsalbany@wolterskluwer.com

6. Total number of applications and registrations involved:

**19**

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$490.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card

Last 4 Numbers 5783

Expiration Date 10/12

b. Deposit Account Number \_\_\_\_\_

Authorized User Name: \_\_\_\_\_

9. Signature: \_\_\_\_\_

Signature

11/12/10  
Date


Ikhwan A. Rafeek  
Name of Person Signing

Total number of pages including cover sheet, attachments, and document. **22**

Documents to be recorded (including cover sheet) should be faxed to (703) 305-6895, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450





**SCHEDULE A**  
to  
**RECORDATION FORM COVER SHEET**  
**TRADEMARKS ONLY**

**U.S. Trademarks Owned: 9**

[REDACTED]			
Humanscale	2,450,121	May 8, 2001	September 8, 1999
Humanscale	2,976,628	July 26, 2005	March 7, 2001
Humanscale	2,567,975	May 7, 2002	May 8, 2001
Freedom	2,981,240	August 2, 2005	January 28, 2003
Freedom	2,681,547	January 28, 2003	August 2, 2005
Liberty	3,161,231	October 24, 2006	July 21, 2000
Cinto	3,490,609	August 19, 2008	August 1, 2006
Foot Machine	2,219,271	May 3, 1996	January 19, 1999
	2,988,414	August 30, 2005	December 9, 1999

**Pending U.S. Trademark Applications: 10**

[REDACTED]		
HUMANAIR	77/377,585	January 22, 2008
ZÓN	85/151,455	October 13, 2010
ACT	85/151,380	October 13, 2010

DIFFRIENT WORLD <sup>1</sup>	77/686,364	March 9, 2009
DIFFRIENT*	77/846,469	October 12, 2009
DIFFRIENT*	77/846,641	October 12, 2009
	85/064,114	June 16, 2010
	85/064,106	June 16, 2010
	85/064,113	June 16, 2010
	85/064,110	June 16, 2010

**SCHEDULE B**  
to  
**TRADEMARK SECURITY AGREEMENT**

**Permitted Licenses**

Per the terms of the September 15, 2010 Trademark and Copyright License Agreement, a Humanscale dealer, Jiri Skala, was granted a license to use Humanscale's trademarks in connection with the sale of Humanscale products in the Czech Republic and Slovak Republic.

## TRADEMARK SECURITY AGREEMENT

**TRADEMARK SECURITY AGREEMENT** dated as of November 4, 2010 (as amended, amended and restated, supplemented or otherwise modified, renewed or replaced from time to time, this "Trademark Security Agreement"), between **HUMANSCALE CORPORATION** ("Grantor"), and **BANK OF AMERICA, N.A.**, as agent (in such capacity, the "Agent") for the Lenders (as defined in the Loan Agreement (as defined below)).

**WHEREAS**, Grantor has adopted, used and is using, and is the owner of the entire right, title, and interest in and to the trademarks, trade names, terms, designs and applications therefor described in Schedule A annexed hereto and made a part hereof; and

**WHEREAS**, Grantor, Agent and certain lending institutions (collectively, the "Lenders") are parties to that certain Loan and Security Agreement, dated as of the date hereof (including all annexes, exhibits and schedules thereto, and as amended, amended and restated, supplemented or otherwise modified, renewed or replaced from time to time, the "Loan Agreement"), and various documents, instruments, guaranties and agreements delivered contemporaneously herewith in connection therewith (all of the foregoing, together with this Trademark Security Agreement and the Loan Agreement, as the same may now exist or may hereafter be amended, modified, restated, renewed, extended or supplemented, are collectively referred to herein as the "Agreements"), pursuant to which, among other things, Agent and Lenders may make loans and certain other financial accommodations to or for the benefit of Grantor; and

**WHEREAS**, it is a condition precedent to the effectiveness of the Loan Agreement and the other Agreements that, among other things, Grantor enter into this Trademark Security Agreement in order to grant a security interest in the Trademarks, as hereinafter defined, in favor of the Agent on behalf of the Secured Parties, to secure the Obligations as hereinafter provided.

**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 is hereby acknowledged, the parties hereby agree as follows.

### **A. DEFINITIONS.**

Except as specifically defined in this Trademark Security Agreement, capitalized terms used herein shall have the respective meanings given thereto in the Loan Agreement.

### **B. SECURITY INTEREST.**

To secure the prompt payment and performance of all Obligations (as hereinafter defined), Grantor hereby grants to Agent, for the ratable benefit of the Secured Parties, a continuing security interest in: (i) any and all trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including (a) the trade names, registered trademarks, trademark applications, registered service marks and service mark applications, including, without limitation, those listed on Schedule A hereof as owned by Grantor (collectively, the "Trademarks"); (b) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (c) the right to sue for past, present and future infringements and dilutions thereof; (d) the goodwill of Grantor's business symbolized by the foregoing or connected therewith, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Trademarks; and (e) all of Grantor's rights

corresponding thereto throughout the world; (ii) all renewals of the foregoing; and (iii) all products and proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any license with respect thereto, including right to receive any damages, (b) injury to the goodwill associated with any Trademark, or (c) right to receive license fees, royalties, and other compensation under any license with respect thereto (all of the foregoing are collectively referred to herein as the "Collateral").

**C. OBLIGATIONS SECURED.**

The security interests granted to Agent by Grantor in this Trademark Security Agreement shall secure the prompt and indefeasible payment and performance of all now existing and future obligations, liabilities and indebtedness of Grantor to the Secured Parties of every kind, nature and description, direct or indirect, absolute or contingent, whether arising under this Trademark Security Agreement, the other Agreements, or any other agreement, document or instrument or by operation of law or otherwise, including, without limitation, "Obligations" as defined in the Loan Agreement (all the foregoing hereinafter referred to as "Obligations").

**D. REPRESENTATIONS, WARRANTIES AND COVENANTS.**

Grantor hereby covenants, represents and warrants, all of such covenants, representations and warranties being continuing in nature so long as any of the Obligations are outstanding, that:

1. Grantor will pay and perform all of the Obligations according to their terms.
2. All of the existing Trademarks are valid and subsisting in full force and effect to Grantor's knowledge, and Grantor owns sole, full, and clear title thereto, and has the right and power to grant the security interests granted hereunder. Grantor will, at Grantor's expense, perform all acts and execute all documents necessary to maintain the existence of the Trademarks material to the conduct of the business of Grantor as then currently operated as valid, subsisting and registered trademarks, including, without limitation, the filing of any renewal affidavits and applications. The Collateral is not subject to any liens, claims, mortgages, assignments, licenses, security interests, or encumbrances of any nature whatsoever except the security interests granted hereunder, the licenses, if any, which are specifically described in Schedule B hereto and Permitted Liens.
3. Except as set forth on Schedule C hereto, Grantor will not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon or encumber, except to Agent, or otherwise dispose of any of the Collateral without the prior written consent of Agent. Notwithstanding anything contained herein to the contrary, in the event Grantor grants an exclusive or non-exclusive license with respect to any of the Trademarks, Grantor shall notify Agent, revise Schedule B hereto to reflect such license and permit Agent to notify the licensee thereof of Agent's rights under this Trademark Security Agreement.
4. Grantor will, at Grantor's expense, perform all acts and execute all documents requested at any time by Agent to evidence, perfect, maintain, record, or enforce the security interest in the Collateral granted hereunder or to otherwise further the provisions of this Trademark Security Agreement. Grantor hereby authorizes Agent to execute and file one or more financing statements (or similar documents) with respect to the Collateral signed (if applicable) only by Agent. Grantor further authorizes Agent to have this and any other similar security agreement filed with the United States Patent and Trademark Office or other appropriate federal, state or government office.
5. Grantor will, concurrently with the execution and delivery of this Trademark Security Agreement, execute and deliver to Agent five (5) originals of a Power of Attorney in the form of Exhibit

1 annexed hereto for the implementation of the assignment, sale or other disposition of the Collateral pursuant to Agent's exercise of the rights and remedies granted to Agent under the Agreements, but in no event shall Agent exercise such rights and remedies absent an Event of Default.

6. Agent may, in its sole discretion, pay any amount or do any act which Grantor fails to pay or do as required under the Agreements or as requested by Agent to maintain and preserve the Collateral, defend, protect, record, amend or enforce the Obligations, the Collateral or the security interest granted hereunder including but not limited to, all filing or recording fees, court costs, collection charges and reasonable attorneys' fees. Grantor will be liable to Agent for any such payment, which payment shall be deemed a Loan under the Loan Agreement, and shall be payable on demand together with interest at the rate set forth in the Loan Agreement and shall be part of the Obligations secured hereby.

7. As of the date hereof, Grantor does not have any Trademarks registered, or subject to pending applications, in the United States Patent and Trademark Office or any similar office or agency in the United States other than those described in Schedule A annexed hereto.

8. Grantor shall notify Agent in writing of the filing of any application for the registration of a Trademark with the United States Patent and Trademark Office or any similar office or agency in the United States or any state therein within thirty (30) days of such filing. Upon request of Agent, Grantor shall execute and deliver to Agent any and all assignments, agreements, instruments, documents, and such other papers as may be requested by Agent to evidence the security interest of Agent in such Trademark.

9. Grantor has not abandoned any of the Trademarks material to the conduct of the business of Grantor and Grantor will not do any act, nor omit to do any act, whereby the Trademarks may become abandoned, canceled, invalidated, unenforceable, avoided, or avoidable. Grantor shall notify Agent immediately if it knows or has reason to know of any reason why any application or registration may become abandoned, canceled, invalidated, unenforceable, avoided, or avoidable.

10. Grantor will render any assistance, as Agent may determine is necessary, to Agent in any proceeding before the United States Patent and Trademark Office, any federal or state court, or any similar office or agency in the United States or any state therein or any other country to maintain such application and registration of the Trademarks as Grantor's exclusive property and to protect Agent's interest therein, including, without limitation, filing of renewals, affidavits of use, affidavits of incontestability and opposition, interference, and cancellation proceedings.

11. Grantor will promptly notify Agent if Grantor (or any affiliate or subsidiary thereof) learns of any use by any Person of any term or design which does or may infringe upon, dilute, or cause confusion with any Trademark. If requested by Agent, Grantor, at its expense, shall join with Agent in such action as Agent, in Agent's discretion, may deem advisable for the protection of Agent's interest in and to the Trademarks.

12. Grantor assumes all responsibility and liability arising from the use of the Trademarks and Grantor hereby indemnifies and holds Agent, the other Secured Parties and their respective Affiliates harmless from and against any claim, suit, loss, damage, or expense (including reasonable attorneys' fees) arising out of any alleged defect in any product manufactured, promoted, or sold by Grantor (or any affiliate or subsidiary thereof) in connection with any Trademark or out of the manufacture, promotion, labeling, sale or advertisement of any such product by Grantor (or any affiliate or subsidiary thereof).

13. In any action or proceeding instituted by Agent in connection with any matters arising at any time out of or with respect to this Trademark Security Agreement, Grantor will not interpose any counterclaim of any nature, other than compulsory counterclaims.

14. Grantor will maintain the quality of the products associated with the Trademarks at a level consistent with the quality at the time of this Trademark Security Agreement and will not change the quality of the products associated with the Trademarks without the Agent's prior written consent. Grantor hereby grants to Agent the right to visit its plants and facilities which manufacture or store products sold under any of the Trademarks and to inspect the products and quality-control records relating thereto at any time during regular business hours, or at such other times as Agent may reasonably request.

**E. EVENTS OF DEFAULT.**

The occurrence or existence of any Event of Default, as such term is defined in the Loan Agreement, is referred to herein individually as an "Event of Default" and, collectively, as "Events of Default".

**F. RIGHTS AND REMEDIES.**

Upon the occurrence of any Event of Default and at any time thereafter, in addition to all other rights and remedies of Agent, whether provided under law, the Agreements or otherwise, and after expiration of any grace period, Agent shall have the following rights and remedies which may be exercised without notice to, or consent by, Grantor except as such notice or consent is expressly provided for hereunder.

1. Agent may require that neither Grantor nor any affiliate or subsidiary of Grantor make any use of the Trademarks or any marks similar thereto for any purpose whatsoever. Agent may make use of any Trademarks for the sale of goods, completion of work-in-progress or rendering of services in connection with enforcing any other security interest granted to Agent by Grantor or any Subsidiary or Affiliate of Grantor.

2. Agent may grant such license or licenses relating to the Collateral for such term or terms, on such conditions, and in such manner, as Agent shall in its sole discretion deem appropriate. Such license or licenses may be general, special, or otherwise, and may be granted on an exclusive or non-exclusive basis throughout all or any part of the United States of America, its territories and possessions, and Canada.

3. Agent may assign, sell, or otherwise dispose of the Collateral or any part thereof, either with or without special conditions or stipulations. Agent shall have the power to buy the Collateral or any part thereof, and Agent shall also have the power to execute assurances and perform all other acts which Agent may, in Agent's sole discretion, deem appropriate or proper to complete such assignment, sale or disposition. In any such event, Grantor shall be liable for any difference between the net proceeds from the assignment, sale or disposition of the Collateral and any expenses or Obligations remaining unpaid after the application of such proceeds.

4. In addition to the foregoing, in order to implement the assignment, sale, or other disposition of any of the Collateral pursuant to subparagraph F.3 hereof, Agent may at any time execute and deliver on behalf of Grantor, pursuant to the authority granted in the Powers of Attorney described in subparagraph D.5 hereof, one or more instruments of assignment of the Trademarks (or any application or registration relating thereto), in form suitable for filing, recording or registration. Grantor agrees to pay Agent on demand all costs incurred in any such transfer of the Collateral, including, but not limited to, any taxes, fees, and reasonable attorneys' fees.



5. Agent may apply the proceeds actually received from any such license, assignment, sale, or other disposition of Collateral first to the reasonable costs and expenses thereof, including, without limitation, reasonable attorneys' fees and all reasonable legal, travel, and other expenses which may be incurred by Agent. Thereafter, Agent may apply any remaining proceeds to the Obligations in such order and manner as Agent determines in its sole discretion. Grantor shall remain liable to Agent for any expenses or obligations remaining unpaid after the application of such proceeds, and Grantor will pay Agent on demand any such unpaid amount, together with interest at the rate set forth in the Loan Agreement.

6. In the event that any such license, assignment, sale or disposition of the Collateral (or any part thereof) is made after the occurrence of an Event of Default, Grantor shall supply to Agent or Agent's designee Grantor's knowledge and expertise relating to the manufacture and sale of the products and services bearing the Trademarks and Grantor's customer lists and other records relating to the Trademarks and the distribution thereof.

Nothing contained herein shall be construed as requiring Agent to take any such action at any time. All of Agent's rights and remedies, whether provided under law, the Agreements, this Trademark Security Agreement, or otherwise, shall be cumulative and none are exclusive. Such rights and remedies may be enforced alternatively, successively, or concurrently.

**G. MISCELLANEOUS.**

1. Any failure or delay by Agent to require strict performance by Grantor of any of the provisions, warranties, terms and conditions contained herein or in any other agreement, document, or instrument, shall not affect Agent's right to demand strict compliance and performance therewith, and any waiver of any default shall not waive or affect any other default, whether prior or subsequent thereto, and whether of the same or of a different type. None of the warranties, conditions, provisions, and terms contained herein or in any other agreement, document, or instrument shall be deemed to have been waived by any act or knowledge of Agent, its agents, officers, or employees, but only by an instrument in writing, signed by an officer of Agent and directed to Grantor, specifying such waiver.

2. All notices, requests and demands to or upon the respective parties hereto shall be deemed to have been duly given or made: (a) if given by facsimile transmission, when transmitted to the applicable facsimile number, if confirmation of receipt is received; (b) if given by mail, three Business Days after deposit in the U.S. mail, with first-class postage pre-paid, addressed to the applicable address; or (c) if given by personal delivery, when duly delivered to the notice address with receipt acknowledged. Any written notice or other communication that is not sent in conformity with the foregoing provisions shall nevertheless be effective on the date actually received by the noticed party. All notices, requests and demands are to be given or made to the respective parties at the following addresses (or to such other addresses as either party may designate by notice in accordance with the provisions of this paragraph):

If to Grantor: Humanscale Corporation  
220 Circle Drive North  
Piscataway, New Jersey 08854  
Attention: Michele Gerards  
Telecopy No.: (732) 356-4146

If to Agent: Bank of America, N.A.  
4 Penn Center  
1600 John F. Kennedy Boulevard, Suite 1200  
Philadelphia, Pennsylvania 19103  
Attention: Patrick M. Cornell

3. In the event any term or provision of this Trademark Security Agreement conflicts with any term or provision of the Loan Agreement, the term or provision of the Loan Agreement shall control.

4. In the event that any provision hereof shall be deemed to be invalid by any court, such invalidity shall not affect the remainder of this Trademark Security Agreement.

5. This Trademark Security Agreement shall be binding upon and for the benefit of the parties hereto and their respective legal representatives, successors and assigns. No provision hereof shall be modified, altered or limited except by a written instrument expressly referring to this Trademark Security Agreement signed by the party to be charged thereby.

6. The security interest granted to Agent pursuant to this Trademark Security Agreement shall terminate and, at Grantor's sole expense, be released or assigned, as necessary or proper to re-vest in Grantor the full title to the Collateral, upon termination of the Loan Agreement and indefeasible payment in full to Agent and the other Secured Parties of all Obligations thereunder.

**7. THIS TRADEMARK SECURITY AGREEMENT, UNLESS OTHERWISE SPECIFIED, SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAW PRINCIPLES (BUT GIVING EFFECT TO FEDERAL LAWS RELATING TO NATIONAL BANKS); PROVIDED, HOWEVER, THAT IF THE LAWS OF ANY JURISDICTION OTHER THAN NEW YORK SHALL GOVERN IN REGARD TO THE VALIDITY, PERFECTION OR EFFECT OF PERFECTION OF ANY LIEN OR IN REGARD TO PROCEDURAL MATTERS AFFECTING ENFORCEMENT OF ANY LIENS IN COLLATERAL, SUCH LAWS OF SUCH OTHER JURISDICTIONS SHALL CONTINUE TO APPLY TO THAT EXTENT.**

**8. GRANTOR HEREBY CONSENTS TO THE NON-EXCLUSIVE JURISDICTION OF ANY FEDERAL OR STATE COURT SITTING IN OR WITH JURISDICTION OVER THE STATE OF NEW YORK, IN ANY PROCEEDING OR DISPUTE RELATING IN ANY WAY TO ANY LOAN DOCUMENTS, AND AGREES THAT ANY SUCH PROCEEDING SHALL BE BROUGHT BY IT SOLELY IN ANY SUCH COURT. GRANTOR IRREVOCABLY WAIVES ALL CLAIMS, OBJECTIONS AND DEFENSES THAT IT MAY HAVE REGARDING SUCH COURT'S PERSONAL OR SUBJECT MATTER JURISDICTION, VENUE OR INCONVENIENT FORUM. EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 14.3.1 OF THE LOAN AGREEMENT.** Nothing herein shall limit the right of Agent or any Secured Parties to bring proceedings against Grantor in any other court, nor limit the right of any party to serve process in any other manner permitted by Applicable Law. Nothing in this Trademark Security Agreement shall be deemed to preclude enforcement by Agent of any judgment or order obtained in any forum or jurisdiction.


9. To the fullest extent permitted by Applicable Law, Grantor waives (a) the right to trial by jury (which Agent hereby also waives) in any proceeding or dispute of any kind relating in any way to this Trademark Security Agreement or any documents or agreements at any time made in connection therewith or transactions relating thereto; (b) notice prior to taking possession or control of any Collateral; (c) any bond or security that might be required by a court prior to allowing Agent to exercise any rights or remedies; (d) the benefit of all valuation, appraisal and exemption laws; (e) any claim against Agent or any Lender, on any theory of liability, for special, indirect, consequential, exemplary or punitive damages (as opposed to direct or actual damages) in any way relating to any

Enforcement Action, Obligations, Agreements (including this Trademark Security Agreement) or transactions relating thereto; and (g) notice of acceptance hereof. Grantor acknowledges that the foregoing waivers are a material inducement to Agent entering into this Trademark Security Agreement and that Agent and Lenders are relying upon the foregoing in their dealings with Grantor. Grantor has reviewed the foregoing waivers with its legal counsel and has knowingly and voluntarily waived its jury trial and other rights following consultation with legal counsel. In the event of litigation, this Trademark Security Agreement may be filed as a written consent to a trial by the court.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, Grantor and Agent have executed this Trademark Security Agreement as of the day and year first above written.

**HUMANSCALE CORPORATION**

By:   
Name: Michele Gerards  
Title: VP Finance

**BANK OF AMERICA, N.A., as Agent**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Trademark Security Agreement

IN WITNESS WHEREOF, Grantor and Agent have executed this Trademark Security Agreement as of the day and year first above written.

**HUMANSCALE CORPORATION**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**BANK OF AMERICA, N.A., as Agent**

By: Steven Blumberg  
Name: Steven Blumberg  
Title: SVP

Trademark Security Agreement

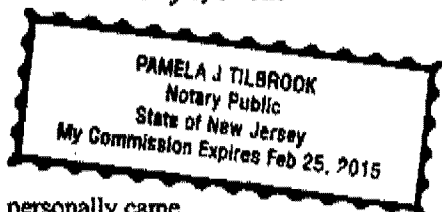
**TRADEMARK**  
**REEL: 004467 FRAME: 0846**

STATE OF New Jersey )  
 ) ss.:  
COUNTY OF Middlesex )

On this 4 day of November, 2010, before me personally came Michelle Gerards, to me known, who being duly sworn, did depose and say, that he is the UPPLANNER of Humanscale Corporation, the corporation described in and which executed the foregoing instrument; and that he is authorized to execute said instrument on behalf of said corporation.

[Signature]  
Notary Public

STATE OF NEW YORK )  
 ) ss.:  
COUNTY OF NEW YORK )



On this \_\_\_\_\_ day of November, 2010, before me personally came \_\_\_\_\_, to me known, who being duly sworn, did depose and say, that he is the \_\_\_\_\_ of Bank of America, N.A., the national banking association described in and which executed the foregoing instrument and that he is authorized to execute said instrument on behalf of said national banking association.

\_\_\_\_\_  
Notary Public

Acknowledgment to Trademark Security Agreement

STATE OF \_\_\_\_\_ )  
 ) ss.:  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of November, 2010, before me personally came \_\_\_\_\_, to me known, who being duly sworn, did depose and say, that he is the \_\_\_\_\_ of Humanscale Corporation, the corporation described in and which executed the foregoing instrument; and that he is authorized to execute said instrument on behalf of said corporation.

\_\_\_\_\_  
Notary Public

STATE OF NEW YORK )  
 ) ss.:  
COUNTY OF NEW YORK )

On this 4 day of November, 2010, before me personally came Steven Blumberg, to me known, who being duly sworn, did depose and say, that he is the SVP of Bank of America, N.A., the national banking association described in and which executed the foregoing instrument and that he is authorized to execute said instrument on behalf of said national banking association.

EVAN PILCHIK  
Notary Public, State of New York  
No. 02PI6087838  
Qualified in New York County  
Commission Expires March 4, 2014



\_\_\_\_\_  
Notary Public

Acknowledgment to Trademark Security  
Agreement

**EXHIBIT 1**

**SPECIAL POWER OF ATTORNEY**

STATE OF \_\_\_\_\_ )  
 ) ss.:  
COUNTY OF \_\_\_\_\_ )

KNOW ALL MEN BY THESE PRESENTS, that HUMANSIZE CORPORATION hereby appoints and constitutes BANK OF AMERICA, N.A., as agent, ("Agent"), and each officer thereof, its true and lawful attorney, with full power of substitution and with full power and authority to perform the following acts on its behalf:

1. Execution and delivery of any and all agreements, documents, instruments of assignment, or other papers which Agent, in its sole discretion, deems necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all right, title, and interest of such undersigned party in and to any trademarks, trade names, registered trademark, trademark applications, service marks, registered service marks and service mark applications and all registrations and renewals thereof, or for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to the foregoing.

2. Execution and delivery of any and all documents, statements, certificates or other papers which Agent, in its sole discretion, deems necessary or advisable to further the purposes described in paragraph 1 hereof.

This Power of Attorney, being a power coupled with an interest, is made pursuant to a Trademark Security Agreement between the undersigned Grantor and Agent, dated of even date herewith (the "Security Agreement") and may not be revoked until indefeasible payment in full of all "Obligations", as such term is defined in the Security Agreement.

Dated as of November \_\_\_\_, 2010

**HUMANSIZE CORPORATION**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



STATE OF \_\_\_\_\_ )  
 ) ss.:  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of November, 2010, before me personally came \_\_\_\_\_, to me known, who being duly sworn, did depose and say, that he is the \_\_\_\_\_ of Humanscale Corporation, the corporation described in and which executed the foregoing instrument; and that he is authorized to execute said instrument on behalf of said corporation.

\_\_\_\_\_  
Notary Public