

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM300339

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Collateral Assignment of Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Haworth, Inc.		04/03/2014	CORPORATION: MICHIGAN
Haworth, Ltd.		04/03/2014	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	PNC Bank, Administrative Agent		
Street Address:	500 First Avenue, 4th Floor		
Internal Address:	Mailstop: P7-PFSC-04-1		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15219		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 60			
Property Type	Number	Word Mark	
Registration Number:	1792186	ACCOLADE	
Registration Number:	4061229	BESIDE	
Registration Number:	2443265	BOOGIE	
Registration Number:	3423829	CANDOR	
Registration Number:	4433046	CELEBRATE	
Registration Number:	3419851	CHANGE BY DESIGN	
Registration Number:	4227112	COLLABORATE	
Registration Number:	3143555	COMPOSE	
Registration Number:	3551852	ENCLOSE	
Registration Number:	3383017	FORM FOLLOWS SCIENCE	
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:	1925492	IMPROV	
Registration Number:	2649803	JUMP	
TRADEMARK			

CH \$1515.00 1792186

Property Type	Number	Word Mark
Registration Number:	2514529	LIFESPACE
Registration Number:	4251359	LIVELY
Registration Number:	2854461	LOOK
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:	3773680	ORGANIC WORKSPACE
Registration Number:	1549193	PLACES
Registration Number:	3411001	PLANES
Registration Number:	1800120	PREMISE
Registration Number:	1560950	RACE
Registration Number:	1156086	RACE
Registration Number:	4061228	RESIDE
Registration Number:	4415617	SHETLAND
Registration Number:	2032913	TACTICS
Registration Number:	1877638	TEC CRETE
Registration Number:	3376561	TECBASE
Registration Number:	2647880	TODO:
Registration Number:	1097503	UNIGROUP
Registration Number:	3051772	V SERIES
Registration Number:	3584417	VERY
Registration Number:	811961	VIDENE
Registration Number:	4429595	WORKWARE
Registration Number:	2927048	X SERIES
Registration Number:	2557346	X99
Registration Number:	3225737	ZODY
Serial Number:	85772335	BLUESCAPE
Serial Number:	85772377	BLUESCAPE
Serial Number:	85772355	BLUESCAPE
Serial Number:	85915769	HARBOR WORK LOUNGE
Serial Number:	85231507	LENS
Serial Number:	86185940	OPENEST
Serial Number:	86075739	SPATIAL EVENT MAP
Serial Number:	86090246	SUITE
Serial Number:	85452003	THOUGHT STREAMING
Serial Number:	85444023	THOUGHT STREAMING

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	85443966	THOUGHT STREAMING
Serial Number:	85820265	TRIVATI
Serial Number:	85876011	WINDOWSEAT

CORRESPONDENCE DATA

Fax Number: 2165790212

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: (216) 586-1236

Email: skoston@jonesday.com

Correspondent Name: Jones Day

Address Line 1: 901 Lakeside Avenue

Address Line 2: North Point

Address Line 4: Cleveland, OHIO 44114

ATTORNEY DOCKET NUMBER: 879047121073 HAWORTH/TMS

NAME OF SUBMITTER: Leozino Agozzino

SIGNATURE: /Leozino Agozzino/

DATE SIGNED: 04/04/2014

Total Attachments: 16

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COLLATERAL ASSIGNMENT OF TRADEMARKS

THIS COLLATERAL ASSIGNMENT OF TRADEMARKS dated as of April 3, 2014 (this "Agreement"), between HAWORTH, INC., a Michigan corporation ("Haworth"), HAWORTH, LTD., an Alberta, Canada corporation ("Haworth Canada" and together with Haworth and each of their successors and assigns, collectively, the "Assignors", and each individually, 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 April 3, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Assignors, 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 the U.S. Pledge and Security Agreement, dated as of April 3, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Assignors, 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.

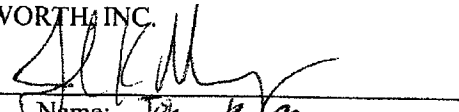
Section 5. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto on separate counterparts, including via facsimile transmission or other electronic transmission capable of authentication, each of which when so executed and delivered shall be an original,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

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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:



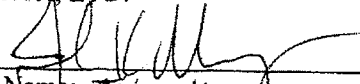
Name: John R. Mooney

Title: Vice President, Global Finance
and Treasurer

[Signature Page to Collateral Assignment of Trademarks]

TRADEMARK
REEL: 005251 FRAME: 0719

HAWORTH, LTD.

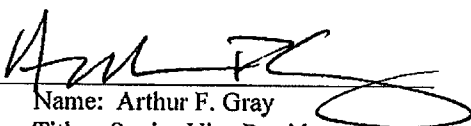
By: 

Name: John R. Froudy

Title: Vice President, Finance and Insurance

Accepted and acknowledged by:

PNC BANK, NATIONAL ASSOCIATION,
as Administrative Agent

By: 
Name: Arthur F. Gray
Title: Senior Vice President

[Signature Page to Collateral Assignment of Trademarks]

TRADEMARK
REEL: 005251 FRAME: 0721

**SCHEDULE A
TO
U.S. COLLATERAL ASSIGNMENT OF TRADEMARKS**

Trademarks filed with the Canadian Intellectual Property Office

Owner	Trademark	Trademark Logo	Country/ Jurisdiction	Status	Application No.	Application Date	Registration No.	Registration Date
Haworth, Inc.	ACCOLADE		Canada	Registered	727430	Apr-23-1993	TMA432434	Aug-26-1994
Haworth, Inc.	BELONG		Canada	Pending	1526554	May-5-2011		
Haworth, Inc.	BESIDE		Canada	Registered	1526553	May-5-2011	TMA829770	Aug-10-2012
Haworth, Inc.	CANDOR		Canada	Registered	1360408	Aug-20-2007	TMA745845	Aug-20-2009
Haworth, Inc.	CELEBRATE		Canada	Pending	1570336	Mar-23-2012		
Haworth, Inc.	COLLABORATE		Canada	Pending	1560010	Jan-16-2012		
Haworth, Inc.	COMPOSE		Canada	Registered	1273839	Sep-28-2005	TMA694650	Aug-23-2007
Haworth, Inc.	ENCLOSE		Canada	Registered	1273838	Sep-28-2005	TMA753930	Nov-25-2009
Haworth, Inc.	HARBOR WORK LOUNGE		Canada	Pending	1649278	Oct-24-2013		

Owner	Trademark	Trademark Logo	Country/ Jurisdiction	Status	Application No.	Application Date	Registration No.	Registration Date
Haworth, Inc.	HAWORTH		Canada	Registered	543362	Jun-7-1985	TMA323042	Jan-30-1987
Haworth, Inc.	HELLO		Canada	Registered	1186057	Jul-30-2003	TMA626002	Nov-19-2004
Haworth, Inc.	IF		Canada	Registered	1070173	Aug-8-2000	TMA594966	Nov-18-2003
Haworth, Inc.	IMPROV		Canada	Registered	764819	Sep-16-1994	TMA460731	Aug-2-1996
Haworth, Inc.	LENS		Canada	Pending	1517343	Mar-2-2011		
Haworth, Inc.	MASTERS SERIES		Canada	Registered	1373592	Nov-26-2007	TMA730455	Dec-9-2008
Haworth, Inc.	MOXIE		Canada	Registered	1275494	Oct-12-2005	TMA672322	Sep-11-2006
Haworth, Inc.	NC-B RESONATE		Canada	Registered	1399000	Jun-10-2008	TMA753796	Nov-24-2009
Haworth, Inc.	OPENEST		Canada	Pending	1665028	Feb-21-2014		
Haworth, Inc.	ORGANIC WORKSPACE		Canada	Registered	1397434	May-29-2008	TMA795377	Apr-12-2011
Haworth, Inc.	PLACES		Canada	Registered	631681	May-10-1989	TMA379973	Feb-15-1991

Owner	Trademark	Trademark Logo	Country/ Jurisdiction	Status	Application No.	Application Date	Registration No.	Registration Date
Haworth, Inc.	PLANES		Canada	Registered	1335906	Feb-16-2007	TMA731286	Dec-18-2008
Haworth, Inc.	POWER WEB		Canada	Registered	1273476	Sep-26-2005	TMA713502	May-5-2008
Haworth, Inc.	PREMISE		Canada	Registered	727431	Apr-23-1993	TMA437097	Dec-16-1994
Haworth, Inc.	RACE		Canada	Registered	435999	Feb-19-1979	TMA241083	Mar-14-1980
Haworth, Inc.	RESIDE		Canada	Registered	1526552	May-5-2011	TMA829771	Aug-10-2012
Haworth, Inc.	SHETLAND		Canada	Pending	1580232	Jun-1-2012		
Haworth, Inc.	TACTICS		Canada	Registered	826549	Oct-22-1996	TMA488019	Jan-21-1998
Haworth, Inc.	TECBASE		Canada	Registered	1323526	Nov-8-2006	TMA728930	Nov-20-2008
Haworth, Inc.	THOUGHT STREAMING		Canada	Pending	1560011	Jan-16-2012		
Haworth, Inc.	ToDo:		Canada	Registered	1032821	Oct-15-1999	TMA547053	Jun-22-2001
Haworth, Inc.	TRIVATI		Canada	Pending	1634722	Jul-10-2013		

Owner	Trademark	Trademark Logo	Country/ Jurisdiction	Status	Application No.	Application Date	Registration No.	Registration Date
Haworth, Inc.	UNIGROUP		Canada	Registered	617884	Oct-26-1988	TMA364951	Feb-2-1990
Haworth, Inc.	V SERIES		Canada	Registered	1238857	Nov-29-2004	TMA676075	Nov-1-2006
Haworth, Inc.	VERY		Canada	Registered	1405725	Jul-31-2008	TMA754027	Nov-26-2009
Haworth, Inc.	WINDOWSEAT		Canada	Pending	1643570	Sep-12-2013		
Haworth, Inc.	WORKWARE		Canada	Pending	1598792			
Haworth, Inc.	X SERIES		Canada	Registered	1209211	Mar-10-2004	TMA655827	Dec-23-2005
Haworth, Inc.	X99		Canada	Registered	1118387	Oct-15-2001	TMA596623	Dec-5-2003
Haworth, Inc.	ZODY		Canada	Registered	1272676	Sep-20-2005	TMA704602	Jan-14-2008

Trademarks filed with the United States Patent and Trademark Office

Owner	Trademark	Trademark Logo	Country/ Jurisdiction	Status	Application No.	Application Date	Registration No.	Registration Date
Haworth, Inc.	ACCOLADE		United States of America	Registered	74282680	Jun-4-1992	1792186	Sep-7-1993
Haworth, Inc.	BESIDE		United States of America	Registered	85122503	Sep-3-2010	4061229	Nov-22-2011
Haworth, Inc.	BLUESCAPE		United States of America	Pending	85772335	Nov-6-2012		
Haworth, Inc.	BLUESCAPE		United States of America	Pending	85772377	Nov-6-2012		
Haworth, Inc.	BLUESCAPE		United States of America	Pending	85772355	Nov-6-2012		
Haworth, Inc.	BOOGIE		United States of America	Registered	75646920	Feb-24-1999	2443265	Apr-10-2001
Haworth, Inc.	CANDOR		United States of America	Registered	77156414	Apr-13-2007	3423829	May-6-2008
Haworth, Inc.	CELEBRATE		United States of America	Registered	85443310	Oct-10-2011	4433046	Nov-12-2013
Haworth, Inc.	CHANGE BY DESIGN		United States of America	Registered	78535645	Dec-20-2004	3419851	Apr-29-2008
Haworth, Inc.	COLLABORATE		United States of America	Registered	85381211	Jul-26-2011	4227112	Oct-16-2012

Owner	Trademark	Trademark Logo	Country/ Jurisdiction	Status	Application No.	Application Date	Registration No.	Registration Date
Haworth, Inc.	COMPOSE		United States of America	Registered	78609486	Apr-15-2005	3143555	Sep-12-2006
Haworth, Inc.	ENCLOSE		United States of America	Registered	78609517	Apr-15-2005	3551852	Dec-23-2008
Haworth, Inc.	FORM FOLLOWS SCIENCE		United States of America	Registered	78757016	Nov-18-2005	3383017	Feb-12-2008
Haworth, Inc.	HARBOR WORK LOUNGE		United States of America	Pending	85915769	Apr-26-2013		
Haworth, Inc.	HAWORTH		United States of America	Registered	76372043	Feb-19-2002	2962739	Jun-21-2005
Haworth, Inc.	HAWORTH	HAWORTH	United States of America	Registered	74445361	Oct-8-1993	1864740	Nov-29-1994
Haworth, Inc.	HAWORTH		United States of America	Registered	73455594	Dec-5-1983	1327002	Mar-26-1985
Haworth, Inc.	HAWORTH		United States of America	Registered	73116794	Feb-23-1977	1089961	Apr-18-1978
Haworth, Inc.	HELLO		United States of America	Registered	78229116	Mar-24-2003	3325527	Oct-30-2007
Haworth, Inc.	IF		United States of America	Registered	75922579	Feb-16-2000	2650002	Nov-12-2002
Haworth, Inc.	IMPROV		United States of America	Registered	74573684	Sep-15-1994	1925492	Oct-10-1995

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Owner	Trademark	Trademark Logo	Country/ Jurisdiction	Status	Application No.	Application Date	Registration No.	Registration Date
Haworth, Inc.	JUMP		United States of America	Registered	75697534	May-4-1999	2649803	Nov-12-2002
Haworth, Inc.	LENS		United States of America	Pending	85231507	Feb-1-2011		
Haworth, Ltd.	LIFESPACE		United States of America	Registered	76043246	May-4-2000	2514529	Dec-4-2001
Haworth, Inc.	LIVELY		United States of America	Registered	85468234	Nov-9-2011	4251359	Nov-27-2012
Haworth, Inc.	LOOK		United States of America	Registered	76383534	Mar-7-2002	2854461	Jun-15-2004
Haworth, Inc.	MASTERS SERIES		United States of America	Registered	77242752	Jul-31-2007	3425852	May-13-2008
Haworth, Inc.	MONACO		United States of America	Registered	75697533	May-4-1999	2394320	Oct-10-2000
Haworth, Inc.	MOXIE		United States of America	Registered	76374216	Feb-21-2002	2840976	May-11-2004
Haworth, Inc.	MUELLER		United States of America	Registered	73176844	Jun-30-1978	1145476	Jan-6-1981
Haworth, Inc.	NC-B RESONATE		United States of America	Registered	77472071	May-12-2008	3599987	Mar-31-2009
Haworth, Inc.	ONETOUCH		United States of America	Registered	75465708	Apr-9-1998	2366869	Jul-11-2000

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Owner	Trademark	Trademark Logo	Country/ Jurisdiction	Status	Application No.	Application Date	Registration No.	Registration Date
Haworth, Inc.	OPENEST		United States of America	Pending	86185940	Feb-6-2014		
Haworth, Inc.	ORGANIC WORKSPACE		United States of America	Registered	77346611	Dec-7-2007	3773680	Apr-6-2010
Haworth, Inc.	PLACES		United States of America	Registered	73763925	Nov-16-1988	1549193	Jul-25-1989
Haworth, Inc.	PLANES		United States of America	Registered	78971360	Sep-11-2006	3411001	Apr-8-2008
Haworth, Inc.	PREMISE		United States of America	Registered	74282678	Jun-4-1992	1800120	Oct-19-1993
Haworth, Inc.	RACE		United States of America	Registered	73778650	Feb-3-1989	1560950	Oct-17-1989
Haworth, Inc.	RACE		United States of America	Registered	73200675	Jan-19-1979	1156086	Jun-2-1981
Haworth, Inc.	RESIDE		United States of America	Registered	85122492	Sep-3-2010	4061228	Nov-22-2011
Haworth, Inc.	SHETLAND		United States of America	Registered	85630233	May-21-2012	4415617	Oct-8-2013
Haworth, Inc.	SPATIAL EVENT MAP		United States of America	Pending	86075739	Sep-26-2013		
Haworth, Inc.	SUITE		United States of America	Pending	86090246	Oct-13-2013		

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Owner	Trademark	Trademark Logo	Country/Jurisdiction	Status	Application No.	Application Date	Registration No.	Registration Date
Haworth, Inc.	TACTICS		United States of America	Registered	74664262	Apr-21-1995	2032913	Jan-21-1997
Haworth, Inc.	TEC CRETE		United States of America	Registered	74306055	Aug-18-1992	1877638	Feb-7-1995
Haworth, Inc.	TECBASE		United States of America	Registered	78878931	May-8-2006	3376561	Jan-29-2008
Haworth, Inc.	THOUGHT STREAMING		United States of America	Pending	85452003	Oct-20-2011		
Haworth, Inc.	THOUGHT STREAMING		United States of America	Pending	85444023	Oct-11-2011		
Haworth, Inc.	THOUGHT STREAMING		United States of America	Pending	85443966	Oct-11-2011		
Haworth, Inc.	TODD:		United States of America	Registered	75929637	Feb-24-2000	2647880	Nov-12-2002
Haworth, Inc.	TRIVATI		United States of America	Pending	85820265	Jan-10-2013		
Haworth, Inc.	UNIGROUP		United States of America	Registered	73117689	Mar-2-1977	1097503	Jul-25-1978
Haworth, Inc.	V SERIES		United States of America	Registered	78463123	Aug-6-2004	3051772	Jan-24-2006
Haworth, Inc.	VERY		United States of America	Registered	77446316	Apr-11-2008	3584417	Mar-3-2009

Owner	Trademark	Trademark Logo	Country/Jurisdiction	Status	Application No.	Application Date	Registration No.	Registration Date
Haworth, Inc.	VIDENE	VIDENE	United States of America	Registered	72221494	Jun-18-1965	811961	Aug-2-1966
Haworth, Inc.	WINDOWSEAT		United States of America	Pending	85876011	Mar-14-2013		
Haworth, Inc.	WORKWARE		United States of America	Registered	85652659	Jun-15-2012	4429595	Nov-5-2013
Haworth, Inc.	X SERIES		United States of America	Registered	78311934	Oct-10-2003	2927048	Feb-15-2005
Haworth, Inc.	X99		United States of America	Registered	76243865	Apr-19-2001	2557346	Apr-2-2002
Haworth, Inc.	ZODY		United States of America	Registered	78595240	Mar-25-2005	3225737	Apr-3-2007