TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM555393

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
EXEMPLIS LLC		12/30/2019	Limited Liability Company: CALIFORNIA

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Administrative Agent		
Street Address:	10 SOUTH DEARBORN		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	5792000	
Registration Number:	5380949	LUMIN
Registration Number:	5693160	MOVI
Registration Number:	5735295	NANO
Registration Number:	5747170	PASÉA
Registration Number:	5743354	RIGHT PRODUCT, RIGHT PRICE, RIGHT EXPERI
Registration Number:	5875449	SWITCHBACK
Registration Number:	2048175	SYMMETRY
Serial Number:	88027277	

CORRESPONDENCE DATA

Fax Number: 2149813400

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: 214-981-3483 Email: dclark@sidley.com **Correspondent Name:** Dusan Clark, Esq. Sidley Austin LLP

2021 McKinney Ave., Suite 2000 Address Line 2:

Address Line 4: Dallas, TEXAS 75201

> **TRADEMARK** REEL: 006828 FRAME: 0406

900529083

Address Line 1:

ATTORNEY DOCKET NUMBER:	36084-30018
NAME OF SUBMITTER:	Dusan Clark
SIGNATURE:	/Dusan Clark/
DATE SIGNED:	12/31/2019

Total Attachments: 5

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CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (the "Confirmatory Grant") is made effective as of December 30, 2019 by and from EXEMPLIS LLC, a California limited liability company (the "Grantor"), to and in favor of JPMORGAN CHASE BANK, N.A., (the "Grantee") for itself and as Administrative Agent for the Secured Parties (as defined in the Credit Agreement referenced below).

WHEREAS, Grantor, the other Loan Parties, the Lenders and Grantee have entered into that certain Amended and Restated Credit Agreement dated as of December 30, 2019 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

WHEREAS, the Grantor and the other Loan Parties have entered into a Pledge and Security Agreement dated as of December 23, 2016 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, the Grantor owns the trademarks (the "<u>Trademarks</u>") listed on <u>Exhibit A</u> attached hereto, which Trademarks are pending or registered with the United States Patent and Trademark Office.

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted to Grantee under the Security Agreement. The rights and remedies of Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) <u>Definitions</u>. All capitalized terms not defined herein shall have the respective meanings given to them in the Credit Agreement.

2) The Security Interest.

- (a) This Confirmatory Grant is made to secure the prompt and complete performance and payment of all the Secured Obligations. Upon Payment in Full, the security interest acquired by Grantee under this Confirmatory Grant shall be automatically released and Grantee shall promptly execute, acknowledge, and deliver to Grantor all reasonably requested instruments, in writing or otherwise, evidencing such release.
- (b) The Grantor hereby grants to Grantee a security interest in all of Grantor's right, title and interest in and to (1) the Trademarks, (2) all proceeds and products of the Trademarks, (3) the goodwill associated with such Trademarks, and (4) all causes of action arising prior to or after the date hereof for infringement of the Trademarks or unfair competition regarding the same. Nothing herein shall limit the Grantor's grant of a security interest in the foregoing assets or any other Collateral in favor of the Grantee to secure the Secured Obligations pursuant to the Security Agreement or any other Collateral Documents, all of which grants are hereby reaffirmed, ratified and confirmed.

- 3) <u>Counterparts</u>. This Confirmatory Grant may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.
- 4) <u>GOVERNING LAW</u>. THIS CONFIRMATORY GRANT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant of Security Interest in United States Trademarks effective as of the date first written above.

EXEMPLIS LEC

Name: Paul DeVries

Title: Chief Executive Officer

Signature Page for Grant of Security Interest in United States Trademarks

CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS

Exhibit A - SCHEDULE OF TRADEMARKS

Mark	Class	App. No./ App. Date	Reg. No./ Reg. Date	Status	Owner
Design Only	20 INT. CL. 20 CHAIRS	88027277 05-JUL-2018		Pending	Exemplis LLC
Design Only	20 INT. CL. 20 CHAIRS	88027272 05-JUL-2018	5792000 02-JUL- 2019	Registered	Exemplis LLC
LUMIN	20	86521118 2-FEB-2015	5380949 12-JAN- 2018	Registered	Exemplis LLC
MOVI MOVI	20 INT. CL. 20 FURNITURE, NAMELY, CHAIRS	87741720 03-JAN-2018	5693160 05- MAR- 2019	Registered	Exemplis LLC
nano NANO	20 INT. CL. 20 OFFICE CHAIRS	87928214 18-MAY-2018	5735295 23- APR- 2019	Registered	Exemplis LLC

Mark	Class	App. No./ App. Date	Reg. No./ Reg. Date	Status	Owner
PASÉA Cross References: PASEA PASÉA	20 INT. CL. 20 CHAIRS; FURNITURE	87882959 18-APR-2018	5747170 07- MAY- 2019	Registered	Exemplis LLC
RIGHT PRODUCT, RIGHT PRICE, RIGHT EXPERIENCE Cross References: RIGHT PRODUCT RIGHT PRICE RIGHT EXPERIENCE RIGHT EXPERIENCE	35 INT. CL. 35 ONLINE AND RETAIL STORE SERVICES AND CATALOG ORDERING SERVICES FEATURING FURNITURE	87900696 30-APR-2018	5743354 07- MAY- 2019	Registered	Exemplis LLC
SWITCHBACK SWITCHBACK	20 INT. CL. 20 OFFICE FURNITURE; OFFICE TABLES	88040026 16-JUL-2018	5875449 01- OCT- 2019	Registered	Exemplis LLC
SYMMETRY	20 INT. CL. 20 OFFICE FURNITURE, NAMELY, MODULAR PANELS AND DIVIDERS, DESKS AND DESK CHAIRS	74622036 17-JAN-1995	2048175 25- MAR- 1997	Registered	Exemplis LLC*

^{*}Grantor is updating the USPTO ownership records to reflect Grantor as the current owner of record.

RECORDED: 12/31/2019