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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM710629

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
EXEMPLIS LLC		02/25/2022	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: 17

Property Type	Number	Word Mark
Registration Number:	6599024	REYA
Registration Number:	6370900	CHAIRBUILDER+
Registration Number:	6494660	KICKSTAND
Registration Number:	6390750	BAJA
Registration Number:	6316515	MOBIO
Registration Number:	6170931	EON
Registration Number:	6137401	QWIZ
Registration Number:	6137393	ENVOI
Registration Number:	6003984	VECTRA
Registration Number:	5957183	CAMEO
Registration Number:	5997599	IONIQ
Registration Number:	5997598	MAVIC
Registration Number:	6364641	SYMMETRY
Registration Number:	5961728	TENSOR
Serial Number:	88904013	SECTOR
Serial Number:	88169827	ORBIX
Serial Number:	88446282	PARALLON

CORRESPONDENCE DATA

TRADEMARK

900677882 REEL: 007643 FRAME: 0635

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.
Address Line 1: Sidley Austin LLP

Address Line 2: 2021 McKinney Ave., Suite 2000

Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	36084-30018
NAME OF SUBMITTER:	Dusan Clark
SIGNATURE:	/Dusan Clark/
DATE SIGNED:	02/25/2022

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 February 25, 2022 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 LLC

By: Seatings Intermediate Holdings LLC, its sole

member

Name: Patrick Sommerfield

Title: Secretary

[Signature Page to Confirmatory Grant of Security interest in Trademarks]

CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS

Exhibit A - SCHEDULE OF TRADEMARKS

Mark	App. No./	Reg. No./	Status	Owner
	App. Date	Reg. Date		
REYA	90197859	6599024	Registered	Exemplis LLC
	21-SEP-2020	21-DEC-2021		
CHAIRBUILDER+	90197863	6370900	Registered	Exemplis LLC
	21-SEP-2020	01-JUN-2021		
KICKSTAND	90056310	6494660	Registered	Exemplis LLC
	16-JUL-2020	21-SEP-2021		
SECTOR	88904013		Published	Exemplis LLC
	06-MAY-2020		(Pending)	
BAJA	88895675	6390750	Registered	Exemplis LLC
	30-APR-2020	15-JUN-2021		
MOBIO	88599336	6316515	Registered	Exemplis LLC
	30-AUG-2019	06-APR-2021		
EON	88599340	6170931	Registered	Exemplis LLC
	30-AUG-2019	06-OCT-2020		
QWIZ	88464723	6137401	Registered	Exemplis LLC
	0 7-JUN-2 019	25-AUG-2020		
ENVOI	88463233	6137393	Registered	Exemplis LLC
	06-JUN-2019	25-AUG-2020		
VECTRA	88340479	6003984	Registered	Exemplis LLC
	14-MAR-2019	03-MAR-2020		
CAMEO	88203088	5957183	Registered	Exemplis LLC
	21-NOV-2018	0 7-JAN- 2020		
ORBIX	88169827		Published	Exemplis LLC
	25-OCT-2018		(Pending)	
IONIQ	87821095	5997599	Registered	Exemplis LLC
	05-MAR-2018	25-FEB-2020		
	I	t		

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Mark	App. No./ App. Date	Reg. No./ Reg. Date	Status	Owner
MAVIC	87821093 05-MAR-2018	5997598 25-FEB-2020	Registered	Exemplis LLC
SYMMETRY	87497088 20-JUN-2017	6364641 25-MAY-2021	Registered	Exemplis LLC
TENSOR	86637881 21-MAY-2015	5961728 14-JAN-2020	Registered	Exemplis LLC
PARALLON	88446282 24-MAY-2019		Pending	Exemplis LLC

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RECORDED: 02/25/2022