## Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: SECURITY AGREEMENT

## **CONVEYING PARTY DATA**

Name	Execution Date
Workrite Ergonomics, Inc.	09/03/2009

### **RECEIVING PARTY DATA**

Name:	CIT Lending Services Corporation, as collateral agent	
Street Address:	505 5th Avenue	
Internal Address:	5th Floor	
City:	New York	
State/Country:	NEW YORK	
Postal Code:	10017	

### PROPERTY NUMBERS Total: 9

Property Type	Number
Patent Number:	D410453
Patent Number:	6045098
Patent Number:	6450467
Patent Number:	6497391
Patent Number:	6565055
Patent Number:	6749158
Patent Number:	7523905
Application Number:	12478075
Application Number:	12428700

## **CORRESPONDENCE DATA**

Fax Number: (312)609-5005

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (312) 609-7838

Email: podonoghue@vedderprice.com

PATENT REEL: 023208 FRAME: 0246 D410453

SH \$360,00

500958480

Correspondent Name: Patricia O'Donoghue, Vedder Price P.C.

Address Line 1: 222 North LaSalle Street

Address Line 2: Suite 2500

Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER: 27804.00.0061

NAME OF SUBMITTER: Patricia O'Donoghue

Total Attachments: 6

source=Workrite Ergonomics-Patent Security Agreement#page1.tif source=Workrite Ergonomics-Patent Security Agreement#page2.tif source=Workrite Ergonomics-Patent Security Agreement#page3.tif source=Workrite Ergonomics-Patent Security Agreement#page4.tif source=Workrite Ergonomics-Patent Security Agreement#page5.tif source=Workrite Ergonomics-Patent Security Agreement#page6.tif

### PATENT SECURITY AGREEMENT

This Patent Security Agreement dated as of September 3, 2009, by WORKRITE ERGONOMICS, INC., a Delaware corporation (the "Grantor"), in favor of CIT LENDING SERVICES CORPORATION, as agent for the Secured Parties (as defined in the Pledge and Security Agreement referred to below) (in such capacity, the "Collateral Agent").

#### WITNESSETH:

WHEREAS, the Grantor is party to that certain Credit and Guaranty Agreement, dated as of July 28, 2006, as amended by that certain First Amendment and Waiver to Credit and Guaranty Agreement dated as of July 2, 2007, that certain Second Amendment and Waiver to Credit and Guaranty Agreement dated as of October 29, 2007, that certain Third Amendment and Waiver to Credit and Guaranty Agreement dated as of June 2, 2008, and that certain Fourth Amendment and Waiver to Credit and Guaranty Agreement dated as of the date hereof (as so amended and as further amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Knape & Vogt Manufacturing Company ("Company"), K&V GR Holdings, Inc. ("Holdings"), certain Subsidiaries of Company and Holdings, as Guarantors, the Lenders party thereto from time to time, CIT Capital Securities LLC, as Sole Arranger and Sole Bookrunner, CIT Lending Services Corporation, as Administrative Agent and Collateral Agent, Jefferies Finance LLC, as Syndication Agent and Wells Fargo Bank, N.A. and LaSalle Bank Midwest, NA, each as Documentation Agent; and

WHEREAS, the Grantor is a party to that certain Pledge and Security Agreement, dated July 28, 2006, in favor of CIT Lending Services Corporation, as Collateral Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Pledge and Security Agreement") pursuant to which the Grantors (as defined therein) are required to execute and deliver this Patent Security Agreement;

**NOW THEREFORE**, in consideration of the premises, the Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. **Defined Terms**. Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement.

SECTION 2. **Grant of Security Interest in Patent Collateral**. The Grantor, as collateral security for the prompt and complete payment and performance in full when due, whether at stated maturity, by required payment, declaration, acceleration, demand or otherwise, of all Secured Obligations of such Grantor, hereby grants to the Collateral Agent a security interest and continuing lien on all of its right, title and interest in, to and under all of its Patents and Patent Licenses to which such Grantor is a party, including, without limitation, those referred to on Schedule I hereto (the "**Patent Collateral**").

SECTION 3. **Security Agreement**. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Pledge and Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in

the Patent Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

(Signature Pages Follow)

2

## (Signature Page to Patent Security Agreement - WorkRite)

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

**GRANTOR:** 

WORKRITE ÉRGONOMICS. INC

Peter J. Martin President & CEO

NEWYORK/#219052

## ACKNOWLEDGEMENT OF GRANTOR

STATE OF MI	)	
COUNTY OF Kint	)	<b>S</b> S.

> LINDA JO CARRON Notary Public, State of Michigan County of Kent My Commission Expires: 10/01/2013

NEWYORK/#219052

# (Signature Page to Patent Security Agreement - WorkRite)

**COLLATERAL AGENT:** 

ACCEPTED AND AGREED as of the date

first above written:

CIT LENDING SERVICES

**CORPORATION** 

Barbara F. Perich

Vice President

## Schedule I to Patent Security Agreement

Patent Reg. No.	Description	Issue Date
D410,453	Keyboard support having movable mouse extension	6/1/1999
6,045,098	Personal computer keyboard support having moveable	4/4/2000
	mouse extension	
6,450,467	Tilt adjustable keyboard support	9/17/2002
6,497,391	Personal computer keyboard and mouse support having	12/24/2002
	moveable mouse extension	
6,565,055	Tilt adjustable keyboard support	5/20/2003
6,749,158	Computer keyboard and mouse support having moveable	6/15/2004
	mouse extension	
7,523,905	Height and tilt adjustable keyboard support	4/28/2009

Patent App. No.	Filing Date
12/478,075	6/4/2009
12/428,700	4/23/2009

## **PATENT LICENSES:**

Agreement with Office Details – US Patent 6,045,098 and Canada patent 2,265,290

NEWYORK/#219052.2

**RECORDED: 09/10/2009**