

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3207276

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
MITY-LITE, INC.	01/30/2015
MITY, INC.	01/30/2015
BRODA USA, INC.	01/30/2015

RECEIVING PARTY DATA

Name:	JPMORGAN CHASE BANK, N.A., AS LENDER
Street Address:	3 PARK PLAZA
Internal Address:	SUITE 900
City:	IRVINE
State/Country:	CALIFORNIA
Postal Code:	92614

PROPERTY NUMBERS Total: 37

Property Type	Number
Patent Number:	5634309
Patent Number:	8671850
Patent Number:	8550012
Patent Number:	8454093
Patent Number:	8322787
Patent Number:	8317269
Patent Number:	8307769
Patent Number:	8038221
Patent Number:	8033612
Patent Number:	8033598
Patent Number:	8029059
Patent Number:	7654617
Patent Number:	7591511
Patent Number:	7552968
Patent Number:	7107915
Patent Number:	7021712
Patent Number:	6837171

PATENT

Property Type	Number
Patent Number:	6779846
Patent Number:	6612654
Patent Number:	6598544
Patent Number:	6422645
Patent Number:	6305742
Patent Number:	6279991
Patent Number:	6234571
Patent Number:	5311825
Patent Number:	5271338
Patent Number:	D660612
Patent Number:	D648554
Patent Number:	D599127
Patent Number:	D513456
Patent Number:	D432805
Application Number:	13908852
Application Number:	11411572
Application Number:	11129667
Application Number:	10996697
Application Number:	11003709
Application Number:	10870710

CORRESPONDENCE DATA

Fax Number: (617)341-7701

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: 6173417729

Email: kschmidt@morganlewis.com

Correspondent Name: KATARZYNA SCHMIDT

Address Line 1: 225 FRANKLIN STREET, 16TH FLOOR

Address Line 2: C/O MORGAN LEWIS & BOCKIUS LLP

Address Line 4: BOSTON, MASSACHUSETTS 02110

NAME OF SUBMITTER:	KATARZYNA SCHMIDT
SIGNATURE:	/Katarzyna Schmidt/
DATE SIGNED:	01/30/2015

Total Attachments: 7

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PATENT SECURITY AGREEMENT

This **PATENT SECURITY AGREEMENT** (this "Patent Security Agreement") is entered into as of January 30, 2015 by and between Mity, Inc., a Utah corporation ("Parent"), Mity-Lite, Inc., a Utah corporation and Broda USA, Inc., a Utah corporation (each individually, a "Borrower", and collectively, the "Borrowers"), each other Subsidiary of Parent identified on the signature pages hereof (such Subsidiaries, together with Parent and the Borrowers are referred to hereinafter each individually as a "Grantor", and collectively, as the "Grantors"), and JPMorgan Chase Bank, N.A. (the "Lender").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement of even date herewith (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), by and among the Borrowers, the other Loan Parties party thereto from time to time, and the Lender, the Lender has agreed to make certain financial accommodations available to the Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, the Lender is willing to make the financial accommodations to the Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that the Grantors shall have executed and delivered to the Lender that certain Pledge and Security Agreement, dated as of the date hereof (including all exhibits thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, the Grantors are required to execute and deliver to the Lender, this Patent Security Agreement.

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 are hereby acknowledged, each Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. **GRANT OF SECURITY INTEREST IN PATENT COLLATERAL.** Each Grantor hereby unconditionally grants, assigns, and pledges to the Lender to secure the Secured Obligations, a continuing security interest (referred to in this Patent Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Patent Collateral"):

(a) all of its Patents and Licenses of Patents to which it is a party including those referred to on Schedule I;

(b) all divisionals, continuations, continuations-in-part, reissues, reexaminations, or extensions of the foregoing; and

(c) all products and proceeds (as that term is defined in the UCC) of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement of any Patent or any Patent exclusively licensed under any License, including the right to receive damages, or right to receive license fees, royalties, and other compensation under any License of Patents.

3. **SECURITY FOR SECURED OBLIGATIONS.** This Patent Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Patent Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be

owed by the Grantors, or any of them, to the Lender whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interests granted to the Lender, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the Security Interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Patent Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new Patent application or issued Patent or become entitled to the benefit of any Patent application or Patent for any divisional, continuation, continuation-in-part, reissue, or reexamination of any existing Patent or Patent application, the provisions of this Patent Security Agreement shall automatically apply thereto. The Grantors hereby authorize the Lender unilaterally to modify this Patent Security Agreement by amending Schedule I to include any such new Patent rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Patent Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Lender's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Patent Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Patent Security Agreement. Delivery of an executed counterpart of this Patent Security Agreement by telefacsimile or other electronic method of transmission (e.g. via email in portable document file format) shall be equally as effective as delivery of an original executed counterpart of this Patent Security Agreement. Any party delivering an executed counterpart of this Patent Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Patent Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Patent Security Agreement.

7. CONSTRUCTION. This Patent Security Agreement is a Loan Document. Unless the context of this Patent Security Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or". The words "hereof", "herein", "hereby", "hereunder", and similar terms in this Patent Security Agreement refer to this Patent Security Agreement as a whole and not to any particular provision of this Patent Security Agreement. Section, subsection, clause, schedule, and exhibit references herein are to this Patent Security Agreement unless otherwise specified. Any reference in this Patent Security Agreement to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). The words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts, and contract rights. Any reference herein to the satisfaction, repayment, or payment in full of the Secured Obligations shall mean the repayment in full in cash (or, in the case of Letters of Credit, cash collateralizing the LC Exposure as provided in the Credit Agreement) of all Secured Obligations other than unasserted contingent indemnification Secured Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns.

8. CHOICE OF LAW. **THIS PATENT SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS (AND NOT THE LAW OF CONFLICTS) OF THE STATE OF NEW YORK, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS.**

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9. **CONSENT TO JURISDICTION.** EACH GRANTOR HEREBY IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF ANY U.S. FEDERAL OR NEW YORK STATE COURT SITTING IN NEW YORK, NEW YORK IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS PATENT SECURITY AGREEMENT OR ANY OTHER LOAN DOCUMENT AND EACH GRANTOR HEREBY IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN ANY SUCH COURT AND IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT IT MAY LEGALLY AND EFFECTIVELY DO SO, ANY OBJECTION IT MAY NOW OR HEREAFTER HAVE AS TO THE VENUE OF ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN SUCH A COURT OR THAT SUCH COURT IS AN INCONVENIENT FORUM. NOTHING HEREIN SHALL AFFECT THE RIGHT OF THE LENDER TO BRING PROCEEDINGS AGAINST ANY GRANTOR IN THE COURTS OF ANY OTHER JURISDICTION.

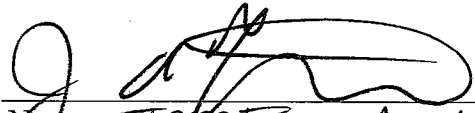
10. **WAIVER OF JURY TRIAL.** EACH OF THE GRANTOR AND THE LENDER HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS PATENT SECURITY AGREEMENT, ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY).

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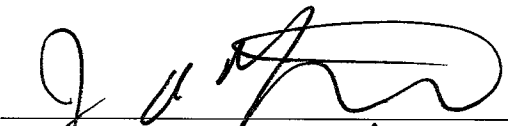
IN WITNESS WHEREOF, the parties hereto have caused this Patent Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:


MITY-LITE, INC.

By: 
Name: JAMES A Yostrum
Title: CFO

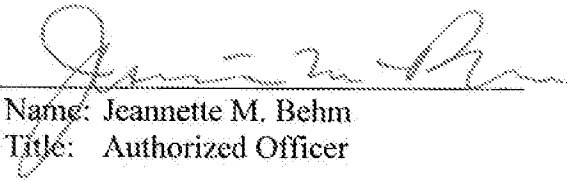
MITY, INC.

By: 
Name: JAMES A Yostrum
Title: CFO

BRODA USA, INC.

By: 
Name: JAMES A Yostrum
Title: CFO

JPMORGAN CHASE BANK, N.A., as Lender

By: 
Name: Jeannette M. Behm
Title: Authorized Officer

SCHEDULE 1
TO
PATENT SECURITY AGREEMENT

PATENTS

Patent No./Application No.	Title	Owned or Licensed
5,634,309	Portable Dance Floor	Licensed from Magnattach Floor Systems, Inc., P.O. Box 163, Tallevast, Florida 34270
8,671,850	Convertible tabletop with pivotal modesty panel	Owned
8,550,012	Leg locking and folding mechanism for folding table	Owned
8,454,093	Mesh chair with open-end loop	Owned
8,322,787	Clamping joint for chair	Owned
8,317,269	Mesh stacking chair	Owned
8,307,769	Plastic and plywood laminate table with drop corner	Owned
D660,612	Mesh banquet chair	Owned
D648,554	Mesh stacking chair	Owned
8,038,221	Folding mesh chair with nesting hoops	Owned
8,033,612	Comfortable mesh folding chair	Owned
8,033,598	Mesh folding chair	Owned
8,029,059	Folding and stacking mesh chair system	Owned
7,654,617	Flexible chair seat	Owned
7,591,511	Tamper resistant attachment device for a chair backrest	Owned
D599,127	Mesh folding chair	Owned
7,552,968	Feet for stacking chair	Owned
7,107,915	Locking mechanism for folding legs	Owned
7,021,712	Chair with flexible, resilient back support	Owned
D513,456	Stacking chair	Owned
6,837,171	Lightweight table with unitized table top	Owned
6,779,846	Chair with flexible, resilient back support	Owned
6,612,654	Chair with upholstered inserts	Owned
6,598,544	Locking mechanism for folding	Owned

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	legs	
6,422,645	Storable folding chair	Owned
6,305,742	Folding mechanism for folding chair	Owned
6,279,991	Folding mechanism with kick-out tab for folding chair	Owned
6,234,571	Indexing seat for folding chair	Owned
D432,805	Folding chair	Owned
5,311,825	Table corner apparatus and method of minimizing damage from impact	Owned
5,271,338	Tabletop apparatus and method of construction	Owned
20140245692	Portable dance floor panel with floating magnet retention system	Owned
20070132291	Feet for stacking chair	Owned
20060257518	Drop box with thermal isolation	Owned
20050184419	Molded table and its method of manufacture	Owned
20050129901	Molded article with adhesion-resistant reinforcing member and method	Owned
20050001462	Chair with flexible, resilient back support	Owned

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