

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Mity-Lite, Inc.		02/03/2012	CORPORATION: UTAH

**RECEIVING PARTY DATA**

Name:	Fifth Third Bank
Street Address:	1225 Seventeenth Street, Suite 2850
City:	Denver
State/Country:	COLORADO
Postal Code:	80202
Entity Type:	an Ohio banking corporation: OHIO

**PROPERTY NUMBERS Total: 11**

Property Type	Number	Word Mark
Registration Number:	2123846	MITY-LITE
Registration Number:	2522612	MITYBRITE
Registration Number:	2581786	MITYHOST
Registration Number:	3632913	ENCORE STAGING
Registration Number:	3169419	INTELLICORE
Registration Number:	2471641	SWIFTSET
Registration Number:	3890774	VERSIFLEX
Registration Number:	3943400	FLEX-ONE
Registration Number:	3890728	MESH ONE
Serial Number:	85248279	MITY-EDGE
Serial Number:	85027257	ONESERIES

**CORRESPONDENCE DATA**

Fax Number: (435)214-3811  
 Phone: 435-214-3807

Email: mjones@markuswilliams.com

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

Correspondent Name: Melinda Jones

Address Line 1: 2720 Homestead Road, Suite 150

Address Line 4: Park City, UTAH 84098

ATTORNEY DOCKET NUMBER:	10798.533
NAME OF SUBMITTER:	Melinda Jones
Signature:	/mej/
Date:	02/08/2012

**Total Attachments: 15**

- source=Mity-Lite, Inc. - Patent and Trademark Security Agreement#page1.tif
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- source=Mity-Lite, Inc. - Patent and Trademark Security Agreement#page3.tif
- source=Mity-Lite, Inc. - Patent and Trademark Security Agreement#page4.tif
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- source=Mity-Lite, Inc. - Patent and Trademark Security Agreement#page15.tif

## PATENT AND TRADEMARK SECURITY AGREEMENT

Date: February 3, 2012

DEBTOR: Mity-Lite, Inc.  
1301 West 400 North  
Orem, Utah 84057  
Attention: Brent Barton  
Telecopy: (801) 224-6191  
Confirmation: (801) 224-0589

SECURED PARTY: Fifth Third Bank  
Structured Finance Group  
1225 Seventeenth Street, Suite 2850  
Denver, Colorado 80202  
Attention: John D. Lundberg  
Telecopy: (866) 359-5353  
Confirmation: (303) 524-3513

### Recitals

A. The Debtor and the Secured Party are parties to a Loan and Security Agreement of even date herewith (as the same may be amended, modified, extended or cancelled from time to time, the "**Loan Agreement**") pursuant to which the Secured Party has agreed to extend to the Debtor certain credit accommodations.

B. It is a condition precedent to the obligation of the Secured Party to extend credit accommodations pursuant to the terms of the Loan Agreement that this Patent and Trademark Security Agreement (this "Agreement") be executed and delivered by the Debtor.

NOW, THEREFORE, In consideration of the credit accommodations which have been or may be extended to the Debtor and for other good and valuable consideration, the Debtor hereby covenants and agrees with the Secured Party as follows:

1. Defined Terms. All terms defined in the Recitals hereto or in the Loan Agreement that are not otherwise defined herein shall have the meanings given them therein. In addition, the following terms have the meanings set forth below:

"**Patents**" means all of the Debtor's right, title and interest in and to patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, all patentable inventions and those patents and patent applications listed on Exhibit A attached hereto and made a part hereof and all patents and the reissues, divisions, continuations, renewals, extensions and continuations-in-part

of any of the foregoing, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue and recover for past, present and future infringements of any of the foregoing, all as presently existing or hereafter arising or acquired.

“**Security Interest**” has the meaning given in Section 2.

“**Trademarks**” means all of the Debtor’s right, title and interest in and to:

(i) trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, collective membership marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or may appear, all registrations and recordings thereof, and all applications (other than “intent to use” applications until a verified statement of use is filed with respect to such applications) filed in connection therewith, including, without limitation, the trademarks and applications listed on Exhibit B attached hereto and made a part hereof; (ii) licenses, fees or royalties with respect to the foregoing; (iii) the right to sue and recover for past, present and future infringement, dilution and damages therefore; and (iv) licenses thereunder; all as presently existing or hereafter arising or acquired; and all rights corresponding to any of the foregoing throughout the world and the goodwill of the Debtor’s business connected with the use of, and symbolized by, the foregoing.

2. Security Interest. To secure the complete and timely payment and satisfaction of the Liabilities, the Debtor hereby irrevocably pledges and assigns to, and grants the Secured Party a security interest (the “**Security Interest**”) with power of sale to the extent permitted by law, in the Patents and in the Trademarks. As set forth in the Loan Agreement, the Security Interest is coupled with a security interest in substantially all of the personal property of the Debtor. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060.

3. Representations, Warranties and Agreements. The Debtor represents, warrants and agrees as follows:

(a) **Existence; Authority.** The Debtor is a corporation, duly organized and existing in good standing and has full power and authority to make and deliver this Agreement. The execution, delivery and performance of this Agreement by the Debtor have been duly authorized by all necessary corporate action and do not and will not violate the provisions of, or constitute a default under, any presently applicable law or its Organization Documents or any agreement presently binding on it. This Agreement has been duly executed and delivered by the authorized officers of the Debtor and constitutes its lawful, binding and legally enforceable obligation. The authorization, execution, delivery and performance of this Agreement do not require notification to, registration with, or consent or approval by, any Governmental Authority.

(b) **Patents.** Exhibit A accurately lists all Patents owned or controlled by the Debtor as of the date hereof, or to which the Debtor has a right as of the date hereof to have assigned to it, and accurately reflects the existence and status of applications and letters patent pertaining to the Patents as of the date hereof. If after the date hereof, the Debtor owns, controls or has a right to have assigned to it any Patents not listed on Exhibit A, or if Exhibit A ceases to accurately reflect the existence and status of applications and letters patent pertaining to the Patents, then the Debtor shall within 60 days provide written notice to the Secured Party with a replacement Exhibit A, which upon acceptance by the Secured Party shall become part of this Agreement. To the knowledge of the Debtor, no Patent has been adjudged invalid or unenforceable by a court of competent jurisdiction nor has any such Patent been cancelled, in whole or in part and each such Patent is presently subsisting. To the knowledge of the Debtor, the Debtor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each Patent that is necessary for the operation of the Debtor's business in the ordinary course of business, free and clear of any Liens other than Permitted Liens, including without limitation, shop rights and covenants by the Debtor not to sue third persons. The Debtor has no notice of any suits or actions commenced or threatened with reference to any Patent.

(c) **Trademarks.** Exhibit B accurately lists all Trademarks owned or controlled by the Debtor as of the date hereof and accurately reflects the existence and status of Trademarks and all applications and registrations pertaining thereto as of the date hereof; provided, however, that Exhibit B need not list common law marks (i.e., Trademarks for which there are no applications or registrations) which are not material to the Debtor's or any Affiliate's business(es). If after the date hereof, the Debtor owns or controls any Trademarks not listed on Exhibit B (other than common law marks which are not material to the Debtor's or any Affiliate's business(es)), or if Exhibit B ceases to accurately reflect the existence and status of applications and registrations pertaining to the Trademarks, then the Debtor shall within 60 days provide written notice to the Secured Party with a replacement Exhibit B, which upon acceptance by the Secured Party shall become part of this Agreement. To the knowledge of the Debtor, no Trademark has been adjudged invalid or unenforceable by a court of competent jurisdiction nor has any such Trademark been cancelled, in whole or in part and each such Trademark is presently subsisting. To the knowledge of the Debtor, the Debtor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each Trademark that is necessary for the operation of the Debtor's business in the ordinary course of business, free and clear of any Liens other than Permitted Liens, including without limitation, shop rights and covenants by the Debtor not to sue third persons. The Debtor has no notice of any suits or actions commenced or threatened with reference to any Trademark.

(d) **Affiliates.** As of the date hereof, no Affiliate owns, controls, or has a right to have assigned to it any items that would, if such item were owned by the Debtor, constitute Patents or Trademarks. If after the date hereof any Affiliate owns, controls, or has a right to have assigned to it any such items, then the Debtor shall promptly either:  
(i) cause such Affiliate to assign all of its rights in such item(s) to the Debtor; or  
(ii) notify the Secured Party of such item(s) and cause such Affiliate to execute and

deliver to the Secured Party a patent and trademark security agreement substantially in the form of this Agreement.

(e) **Title.** The Debtor (i) will have, at the time the Debtor acquires any rights in Patents or Trademarks hereafter arising, absolute title to each such Patent or Trademark free and clear of all Liens except Permitted Liens, and (ii) will keep all Patents and Trademarks free and clear of all Liens except Permitted Liens.

(f) **No Sale.** Except as permitted in the Loan Agreement, the Debtor will not assign, transfer, encumber or otherwise dispose of the Patents or Trademarks, or any interest therein, without the Secured Party's prior written consent.

(g) **Defense.** The Debtor will at its own expense and using commercially reasonable efforts, protect and defend the Patents and Trademarks against all claims or demands of all Persons other than those holding Permitted Liens.

(h) **Maintenance.** The Debtor agrees to maintain the quality of any and all products in connection with which the Patents and Trademarks are used, consistent with commercially reasonable business practices. Upon the occurrence and during the continuance of an Event of Default, the Debtor agrees that the Secured Party, or a conservator appointed by the Secured Party, shall have the right to establish such additional product quality controls as the Secured Party, or said conservator, in its reasonable judgment, may deem necessary to assure maintenance of the quality of products sold by the Debtor in connection with the Patents and Trademarks. The Debtor will at its own expense maintain the Patents and the Trademarks to the extent reasonably advisable in its business including, but not limited to, filing all applications to obtain letters patent or trademark registrations and all affidavits, maintenance fees, annuities, and renewals possible with respect to letters patent, trademark registrations and applications therefor. The Debtor covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Patent or Trademark that, in its reasonable judgment, is advisable for its business, nor fail to file any required affidavit or renewal in support thereof, without first providing the Secured Party: (i) sufficient written notice, of at least 30 days, to allow the Secured Party to timely pay any such maintenance fees or annuities which may become due on any Patents or Trademarks, or to file any affidavit or renewal with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit or renewal, should such be necessary or desirable.

(i) **Secured Party's Right to Take Action.** If the Debtor fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of ten (10) calendar days after the Secured Party gives the Debtor written notice thereof (or, in the case of the agreements contained in subsection (h), immediately upon the occurrence of such failure, without notice or lapse of time), or if the Debtor notifies the Secured Party that it intends to abandon a Patent or Trademark that, in its reasonable judgment, is advisable for its business, the Secured Party may (but need not) perform or observe such covenant or agreement or take steps to prevent such

intended abandonment on behalf and in the name, place and stead of the Debtor (or, at the Secured Party's option, in the Secured Party's own name) and may (but need not) take any and all other actions which the Secured Party may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment.

(j) **Costs and Expenses.** Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, the Debtor shall pay the Secured Party on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by the Secured Party in connection with or as a result of the Secured Party's taking action under Section 3(i) or exercising its rights under Section 6, together with interest thereon from the date expended or incurred by the Secured Party at the Post-Default Rate.

(k) **Power of Attorney.** To facilitate the Secured Party's taking action under Section 3(i) and exercising its rights under Section 6, the Debtor hereby irrevocably appoints (which appointment is coupled with an interest) the Secured Party, or its delegate, as the attorney-in-fact of the Debtor with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of the Debtor, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by the Debtor under this Section 3, or, necessary for the Secured Party, after an Event of Default has occurred and is continuing, to enforce or use the Patents or Trademarks or to grant or issue any exclusive or non-exclusive license under the Patents or Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Patents or Trademarks to any third party. The Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the termination of the Loan Agreement as provided therein and the payment and performance of all Liabilities.

4. **Debtor's Use of the Patents and Trademarks.** The Debtor shall be permitted to control and manage the Patents and Trademarks, including the right to exclude others from making, using or selling items covered by the Patents and Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default occurs and remains uncured.

5. **Events of Default.** Each of the following occurrences shall constitute an event of default under this Agreement (herein called "**Event of Default**"): (a) an Event of Default, as defined in the Loan Agreement, shall occur; or (b) the Debtor shall fail promptly to observe or perform any covenant or agreement herein binding on it and such failure shall continue for twenty (20) days; or (c) any of the representations or warranties contained in Section 3 shall prove to have been incorrect in any material respect when made.

6. Remedies. Upon the occurrence and during the continuance of an Event of Default, the Secured Party may, at its option and from time to time, exercise any one or more of the following rights or remedies:

(a) The Secured Party may exercise any or all remedies available under the Loan Agreement.

(b) The Secured Party may sell, assign, transfer, pledge, encumber or otherwise dispose of the Patents and Trademarks.

(c) The Secured Party may enforce the Patents and Trademarks and any licenses thereunder, and if Secured Party shall commence any suit for such enforcement, the Debtor shall, at the request of Secured Party, do any and all lawful acts and execute any and all proper documents required by Secured Party in aid of such enforcement.

7. Notices. Any notice or other communication to any party in connection with this Agreement shall be in writing and shall be sent by manual delivery, telegram, telex, facsimile transmission, overnight courier or United States mail (postage prepaid) addressed to such party at the address specified above, or at such other address as such party shall have specified to the other party hereto in writing. All periods of notice shall be measured from the date of delivery thereof if manually delivered, from the date of sending thereof if sent by telegram, telex or facsimile transmission, from the first business day after the date of sending if sent by overnight courier, or from four days after the date of mailing if mailed.

8. No Duties Owed by Secured Party. The Debtor acknowledges and agrees that the Secured Party shall not be obligated to preserve any rights the Debtor may have against prior parties, to realize on the Patents and Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Patents and Trademarks in any particular order of application. The Secured Party has not made any representations or warranties with respect to this Agreement.

9. **Governing Law and Construction.** **THE VALIDITY, CONSTRUCTION AND ENFORCEABILITY OF THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF COLORADO, WITHOUT GIVING EFFECT TO CONFLICT OF LAWS PRINCIPLES THEREOF.** Whenever possible, each provision of this Agreement and any other statement, instrument or transaction contemplated hereby or relating hereto shall be interpreted in such manner as to be effective and valid under such applicable law, but, if any provision of this Agreement or any other statement, instrument or transaction contemplated hereby or relating hereto shall be held to be prohibited or invalid under such applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement or any other statement, instrument or transaction contemplated hereby or relating hereto.

10. **Consent to Jurisdiction.** **AT THE OPTION OF THE SECURED PARTY, THIS AGREEMENT MAY BE ENFORCED IN ANY FEDERAL COURT OR COLORADO STATE COURT SITTING IN THE CITY AND COUNTY OF DENVER,**



**COLORADO; AND THE DEBTOR CONSENTS TO THE JURISDICTION AND VENUE OF ANY SUCH COURT AND WAIVES ANY ARGUMENT THAT VENUE IN SUCH FORUMS IS NOT CONVENIENT. IN THE EVENT THE DEBTOR COMMENCES ANY ACTION IN ANOTHER JURISDICTION OR VENUE UNDER ANY TORT OR CONTRACT THEORY ARISING DIRECTLY OR INDIRECTLY FROM THE RELATIONSHIP CREATED BY THIS AGREEMENT, THE SECURED PARTY AT ITS OPTION SHALL BE ENTITLED TO HAVE THE CASE TRANSFERRED TO ONE OF THE JURISDICTIONS AND VENUES ABOVE DESCRIBED, OR IF SUCH TRANSFER CANNOT BE ACCOMPLISHED UNDER APPLICABLE LAW, TO HAVE SUCH CASE DISMISSED WITHOUT PREJUDICE.**

**11. Waiver of Jury Trial. EACH OF THE DEBTOR AND THE SECURED PARTY, BY ITS ACCEPTANCE OF THIS AGREEMENT, IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.**

12. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed counterpart of this Agreement by telefacsimile or other electronic means shall be equally as effective as delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile or other electronic means also shall deliver an original executed counterpart of this Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement.

13. General. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by the Secured Party. A waiver signed by the Secured Party shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of the Secured Party's rights or remedies. All rights and remedies of the Secured Party shall be cumulative and may be exercised singularly or concurrently, at the Secured Party's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All representations and warranties contained in this Agreement or in any other agreement between the Debtor and the Secured Party shall survive the execution and delivery of this Agreement and the creation of the Liabilities. Captions in this Agreement are for reference and convenience only and shall not affect the interpretation or meaning of any provision of this Agreement. This Agreement shall be binding upon and inure to the benefit of the Debtor and the Secured Party and their respective participants, successors and assigns and shall take effect when signed by the Debtor and delivered to the Secured Party, and the Debtor waives notice of the Secured Party's acceptance hereof. The Secured Party may execute this Agreement if appropriate for the purpose of filing, but the failure of the Secured Party to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement.

14. Termination. At such time as (a) the Liabilities shall have been irrevocably paid in full (other than in respect of contingent indemnification and expense reimbursement obligations for which no claim, demand or notice has been made and Liabilities in connection with any Letters of Credit, to the extent cash collateralized pursuant to the terms of the Loan Agreement), (b) pursuant to Section 8.17 of the Loan Agreement, the Secured Party has released its Liens granted to or held by the Secured Party under the Loan Agreement, and (c) no Borrower is required to perform any obligations other than obligations that survive termination of the Loan Agreement by their terms, this Agreement and all obligations of the Debtor hereunder shall terminate, all without delivery of any instrument or performance of any act by any party, and all rights to the Patents and Trademarks shall revert to the Debtor. At the request and sole expense of the Debtor following any such termination, the Secured Party shall promptly execute and deliver to the Debtor such documents as the Debtor shall reasonably request to evidence such termination.

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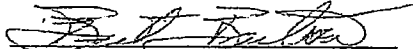
IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

DEBTOR:

SECURED PARTY:

MITY-LITE, INC.

FIFTH THIRD BANK

By: 

Name: Brent Barton

Its: Chief Financial Officer

By: \_\_\_\_\_

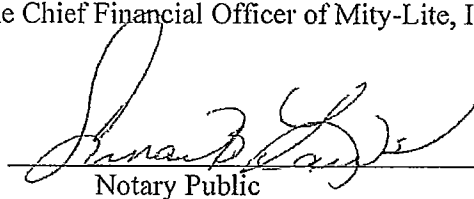
Name: John D. Lundberg

Its: Assistant Vice President

STATE OF UTAH )  
 )  
COUNTY OF Utah ) ss.



The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of January, 2012, by Brent Barton, the Chief Financial Officer of Mity-Lite, Inc., a Utah corporation, on behalf of the corporation.

  
Notary Public

STATE OF COLORADO )  
 ) ss.  
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2012, by John D. Lundberg, an Assistant Vice President of Fifth Third Bank, an Ohio banking corporation, on behalf of the corporation.

\_\_\_\_\_  
Notary Public

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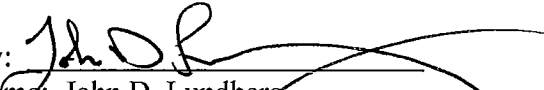
DEBTOR:

SECURED PARTY:

MITY-LITE, INC.

FIFTH THIRD BANK

By: \_\_\_\_\_  
Name: Brent Barton  
Its: Chief Financial Officer

By:   
Name: John D. Lundberg  
Its: Assistant Vice President

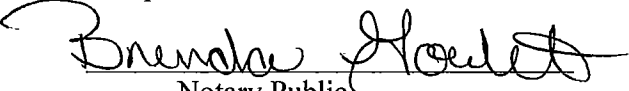
STATE OF UTAH )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

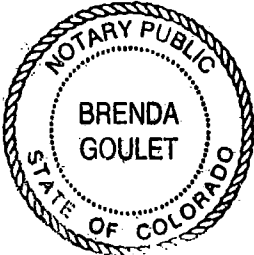
The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2012, by Brent Barton, the Chief Financial Officer of Mity-Lite, Inc., a Utah corporation, on behalf of the corporation.

\_\_\_\_\_  
Notary Public

STATE OF COLORADO )  
 ) ss.  
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of January, 2012, by John D. Lundberg, an Assistant Vice President of Fifth Third Bank, an Ohio banking corporation, on behalf of the corporation.

  
Notary Public  
Exp 08-11-15



## EXHIBIT A

### UNITED STATES ISSUED PATENTS

<u>Title</u>	<u>Patent Number</u>	<u>Issue Date</u>
Folding Mesh Chair with Nesting Hoops	8,038,221	10/18/2011
Comfortable Mesh Folding Chair	8,033,612	10/11/2011
Mesh Folding Chair	8,033,598	10/11/2011
Folding and Stacking Mesh Chair System	8,029,059	10/04/2011
Flexible Chair Seat	7,654,617	02/02/2010
Tamper Resistant Attachment Device for a Chair Backrest	7,591,511	09/22/2009
Feet for Stacking Chair	7,552,968	06/30/2009
Chair with Flexible, Resilient Back Support	7,021,712	04/04/2006
Chair with Flexible, Resilient Back Support	6,779,846	08/24/2004
Chair with Upholstered Inserts	6,612,654	09/02/2003
Storable Folding Chair	6,422,645	07/23/2002
Folding Chair with Lumbar Support and Flexible Back Support	6,345,863	02/12/2002
Folding Mechanism for Folding Chair	6,305,742	10/23/2001
Folding Mechanism with Kick-Out Tab for Folding Chair	6,279,991	08/28/2001
Indexing Seat for Folding Chair	6,234,571	05/22/2001
Table Corner Apparatus and Method of Minimizing Damage from Impact	5,311,825	05/17/1994
Tabletop Apparatus and Method of Construction	5,271,338	12/21/1993
Mesh Stacking Chair	D648,554	11/15/2011
Mesh Folding Chair	D599,127	09/01/2009

Stacking Chair	D513,456	01/10/2006
Folding Chair	D432,805	10/31/2000

UNITED STATES PATENT APPLICATIONS

<u>Title</u>	<u>Serial Number</u>	<u>Filing Date</u>
Aluminum Table with Flat Upper Surface	12/767,975	04/27/2010
Mesh Chair with Open-End Hoop	12/748,823	03/29/2010
Clamping Joint for Chair	12/612,257	11/04/2009
Mesh Stacking Chair	12/612,252	11/04/2009
Mesh Folding Chair	13/245,339	09/26/2011
Light-Weight Comfortable Mesh Seat and Backrest	12/757,218	04/09/2010
Portable Mesh Stadium Chair	12/755,954	04/07/2010
Fixed Mesh Auditorium Chair	12/755,995	04/07/2010
Mesh Banquet Chair	13/247,448	09/28/2011
Plastic and Plywood Laminate Table with Drop Corner	12/819,470	06/21/2010
Convertible Tabletop with Pivotal Modesty Panel	13/283,077	10/27/2011
Leg Locking and Folding Mechanism for Folding Table	13/283,130	10/27/2011

FOREIGN ISSUED PATENTS

NONE


FOREIGN PATENT APPLICATIONS

NONE

**EXHIBIT B**

**UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS  
AND COLLECTIVE MEMBERSHIP MARKS**

REGISTRATIONS

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
MITY-LITE	2,123,846	12/23/1997
MITYBRITE	2,522,612	12/25/2001
MITYHOST	2,581,786	06/18/2002
ENCORE STAGING	3,632,913	06/02/2009
 INTELLICORE	3,169,419	11/07/2006
SWIFTSET	2,471,641	07/24/2001
VERSIFLEX	3,890,774	12/14/2010
FLEX·ONE	3,943,400	04/12/2011
MESH ONE	3,890,728	12/14/2010

APPLICATIONS

<u>Mark</u>	<u>Serial Number</u>	<u>Filing Date</u>
MITY-EDGE	85-248,279	02/22/2011
ONESERIES	85-027,257	04/30/2010

FOREIGN ISSUED TRADEMARKS, SERVICE MARKS  
AND COLLECTIVE MEMBERSHIP MARKS

FOREIGN REGISTRATIONS

<u>Mark</u>	<u>Country</u>	<u>Registration Number</u>	<u>Registration Date</u>
MITY-LITE	Australia	855538	08/13/2001
INTELLICORE	Australia	1017095	01/28/2005
MITY-LITE	Canada	570216	11/05/2002
MITY-LITE	Europe	1934579	01/23/2003
MITY-LITE	Korea	374,939	09/20/1997
MITY-LITE	Mexico	694710	04/20/2001
INTELLICORE	Mexico	862380	11/30/2004
MITY-LITE	Singapore	T95/06210J	07/08/1995
MITY-LITE	South Africa	95/15152	11/13/1995



<u>Mark</u>	<u>Country</u>	<u>Registration Number</u>	<u>Registration Date</u>
MITY-LITE	Taiwan	726448	09/01/1996

COLLECTIVE MEMBERSHIP MARKS

NONE

UNREGISTERED MARKS

NONE