

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM383693

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
VIA, INC		05/09/2016	Corporation: NEVADA

RECEIVING PARTY DATA

Name:	MB FINANCIAL BANK, N.A.
Street Address:	9550 W. Higgins Road
Internal Address:	8th Floor
City:	Rosemont
State/Country:	ILLINOIS
Postal Code:	60018
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	2734841	VIA
Registration Number:	3822956	IT'S MORE THAN JUST A CHAIR
Registration Number:	4115495	DUALITY
Registration Number:	4261867	EXECU-TASK
Registration Number:	3938944	VIA SEATING
Registration Number:	4250821	PROFORM
Registration Number:	4343180	GENIE
Registration Number:	4892034	VIA SEATING
Registration Number:	4112355	NEVA
Registration Number:	4470695	FEEL GOOD FACTORS

CORRESPONDENCE DATA

Fax Number:

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.

Email: trademark@buchalter.com

Correspondent Name: Lisa Levinson c/o Buchalter Nemer

Address Line 1: 1000 Wilshire Blvd.

Address Line 2: Suite 1500

Address Line 4: Los Angeles, CALIFORNIA 90017

TRADEMARK

ATTORNEY DOCKET NUMBER:	M3211-0005
NAME OF SUBMITTER:	Lisa Levinson
SIGNATURE:	/ll/
DATE SIGNED:	05/09/2016
Total Attachments: 4 source=Trademark Grant#page1.tif source=Trademark Grant#page2.tif source=Trademark Grant#page3.tif source=Trademark Grant#page4.tif	

GRANT OF SECURITY INTEREST IN TRADEMARKS

WHEREAS, VIA, INC., a Nevada corporation (“**Grantor**”), owns the trademarks, trademark registrations, trademark applications, and any and all goodwill associated therewith, set forth on Schedule A attached hereto; and

WHEREAS, MB FINANCIAL BANK, N.A. (the “**Grantee**”), desires to acquire a security interest in, and lien on, all of Grantor’s right, title and interest in and to Grantor’s trademarks, trademark registrations, trademark applications, and any and all goodwill associated therewith; and

WHEREAS, the Grantor is willing to grant to the Grantee a security interest in and lien upon the trademarks, trademark registrations, trademark applications and any and all goodwill associated therewith.

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, and subject to the terms and conditions of the Credit and Security Agreement, dated as of May 9, 2016, among the Grantor and the Grantee (as amended from time to time, the “**Credit Agreement**”), the Grantor hereby grants to the Grantee a security interest in, and a lien upon, all of Grantor’s right, title and interest in and to (i) the trademarks, trademark registrations, trademark applications, and any and all goodwill associated therewith (the “**Marks**”) set forth on Schedule A attached hereto, (ii) all Proceeds (as such term is defined in the Credit Agreement) of the Marks, (iii) all of the goodwill of the businesses with which the Marks are associated, and (iv) all causes of action, past, present and future, for infringement, misappropriation, or dilution of any of the Marks or unfair competition regarding the same.

This GRANT OF SECURITY INTEREST is made to secure the satisfactory performance and payment of all the Obligations (as such term is defined in the Credit Agreement) of the Grantor and shall be effective as of the date of the Credit Agreement.

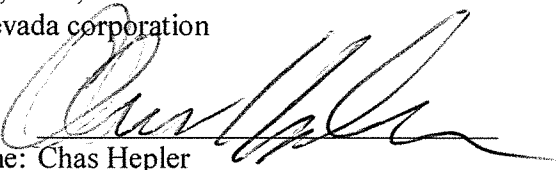
This Grant of Security Interest has been granted in conjunction with the security interest granted to Grantee under the Credit Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the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

[signature page to follow]

IN WITNESS WHEREOF, the undersigned have executed this Grant of Security Interest as of the date of the Credit Agreement.

GRANTOR:

VIA, INC.,
a Nevada corporation

By: 
Name: Chas Hepler
Title: President

GRANTEE:

MB FINANCIAL BANK N.A.

By: 

Name: David L. Bright

Title: Senior Vice President

Signature Page Grant of Security Interest in Trademarks

TRADEMARK
REEL: 005789 FRAME: 0215

Schedule A – Trademarks

COUNTRY	TRADEMARK	REGISTRATION #	REGISTRATION DATE	OWNER
USA	Via	2734841	7/8/2003	Via, Inc.
USA	Its More Than Just A Chair	3822956	7/20/2010	Via, Inc.
USA	Duality	4115495	3/20/2012	Via, Inc.
USA	Execu-Task	4261867	12/18/2012	Via, Inc.
USA	Via Seating	3938944	3/29/2011	Via, Inc.
USA	Proform	4250821	11/27/2012	Via, Inc.
USA	Genie	4343180	5/28/2013	Via, Inc.
USA	Via Seating	4892034	1/26/2016	Via, Inc.
USA	Neva	4112355	3/13/2012	Via, Inc.
USA	Feel Good Factors	4470695	1/21/2013	Via, Inc.

Trademark Applications

COUNTRY	TRADEMARK	SERIAL #	APPLICATION DATE	OWNER

None.