## OP \$590.00 245012

### TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM607466

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
BANK OF AMERICA, N.A.		11/04/2020	National Banking Association: UNITED STATES

### **RECEIVING PARTY DATA**

Name:	HUMANSCALE CORPORATION
Street Address:	220 Circle Drive North
City:	Piscataway
State/Country:	NEW JERSEY
Postal Code:	08854
Entity Type:	Corporation: NEW YORK

### **PROPERTY NUMBERS Total: 23**

Property Type	Number	Word Mark
Registration Number:	2450121	HUMANSCALE
Registration Number:	2976628	HUMANSCALE
Registration Number:	2567975	HUMANSCALE
Registration Number:	2981240	FREEDOM
Registration Number:	2681547	FREEDOM
Registration Number:	3161231	LIBERTY
Registration Number:	3490609	CINTO
Registration Number:	2219271	FOOT MACHINE
Registration Number:	2988414	
Registration Number:	4053224	HUMANSCALE
Serial Number:	77686364	DIFFRIENT WORLD
Serial Number:	77846469	DIFFRIENT
Serial Number:	77846641	DIFFRIENT
Serial Number:	77377585	HUMANAIR
Serial Number:	85151455	ZON
Serial Number:	85151380	ACT
Serial Number:	85064114	HUMANSCALE HEALTHCARE
Serial Number:	85064106	HUMANSCALE
Serial Number:	85064110	HUMANSCALE
		TRADEMARK

900578936 REEL: 007098 FRAME: 0399

Property Type	Number	Word Mark
Serial Number:	85707923	SYMTRA
Serial Number:	85582459	MODE
Serial Number:	85223514	FLOAT
Serial Number:	85064113	HUMANSCALE

### **CORRESPONDENCE DATA**

**Fax Number:** 3128637806

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:** 3128637198

**Email:** nancy.brougher@goldbergkohn.com

Correspondent Name: Nancy J. Brougher, Paralegal

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Address Line 2: 55 East Monroe, Suite 3300

Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	2142.028
NAME OF SUBMITTER:	Nancy Brougher
SIGNATURE:	/njb/
DATE SIGNED:	11/08/2020

### **Total Attachments: 6**

source=Humanscale Trademark Release#page1.tif source=Humanscale Trademark Release#page2.tif source=Humanscale Trademark Release#page3.tif source=Humanscale Trademark Release#page4.tif source=Humanscale Trademark Release#page5.tif source=Humanscale Trademark Release#page6.tif

### RELEASE OF SECURITY INTERESTS IN TRADEMARKS

This Release of Security Interests in Trademarks ("Release") is made as of the 4th day of November, 2020 (the "Release Date"), by BANK OF AMERICA, N.A. ("Secured Party") having an office located at 1600 John F. Kennedy Boulevard, Suite 1200, Philadelphia, Pennsylvania 19103 in favor of HUMANSCALE CORPORATION (the "Grantor") having an office located at 220 Circle Drive North, Piscataway, New Jersey 08854.

WHEREAS, a Trademark Security Agreement between the Secured Party and Grantor dated November 4, 2010 (the "<u>Trademark Security Agreement</u>") was recorded on November 15, 2010 with the Assignment Recordation Branch of the U.S. Patent and Trademark Office, at Reel 004467, Frame 0834.

WHEREAS, an Amendment to Trademark Security Agreement between the Secured Party and Grantor dated October 2, 2012 (the "<u>Trademark Amendment</u>") was recorded on October 5, 2012 with the Assignment Recordation Branch of the U.S. Patent and Trademark Office, at Reel 004878, Frame 0554.

WHEREAS, Secured Party has agreed to terminate, release and discharge its security interest in all the trademarks subject to the Trademark Security Agreement and Trademark Amendment, including the trademarks listed on <u>Schedule A</u> (collectively, the "<u>Trademarks</u>").

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Secured Party hereby agree as follows:

All of Secured Party's security interests, liens, pledges, mortgages, and other encumbrances of any kind whatsoever created against the Trademarks pursuant to the Trademark Security Agreement and Trademark Amendment (collectively, the "Security Interests") are hereby automatically terminated, released and discharged, and the Secured Party shall sign any additional termination documents reasonably requested by Grantor at Grantor's cost and expense, including filings with the U.S. Patent and Trademark Office against the Trademarks, as shall be necessary to effect the termination, release and discharge of all of the Security Interests, each at Grantor's cost and expense.

If and to the extent that Secured Party has acquired any right, title or interest in or to any of the Trademarks, it hereby assigns and transfers such rights, title or interest to Grantor, along with any goodwill in the Trademarks that the Secured Party may have acquired.

This Release shall be governed by the laws of the State of New York. This Release shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Release may be executed in any number of separate counterparts, each of which shall, collectively and separately, constitute one and the same instrument, and any signature page delivered by electronic transmission shall have same effect as the delivery of an original thereof. EACH PARTY TO THIS RELEASE HEREBY EXPRESSLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER THIS RELEASE OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO

THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT HERETO, OR THE TRANSACTIONS RELATED HERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER FOUNDED IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS RELEASE MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE SIGNATORIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

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IN WITNESS WHEREOF, each of the parties hereto has caused this document to be signed as of the date first set forth above by a duly authorized representative.

**SECURED PARTY:** 

BANK OF AMERICA, N.A.

By: Mame: Christy Bowen
Title: Senior Vice President

### SCHEDULE A

# Trademarks and Applications

U.S. Trademarks Owned: 9

Trademark	Registration Number	Registration Date	File Date
Humanscale	2,450,121	May 8, 2001	September 8, 1999
Humanscale	2,976,628	July 26, 2005	March 7, 2001
Humanscale	2,567,975	May 7, 2002	May 8, 2001
Freedom	2,981,240	August 2, 2005	January 28, 2003
Freedom	2,681,547	January 28, 2003	August 2, 2005
Liberty	3,161,231	October 24, 2006	July 21, 2000
Cinto	3,490,609	August 19, 2008	August 1, 2006
Foot Machine	2,219,271	May 3, 1996	January 19, 1999
	2,988,414	August 30, 2005	December 9, 1999
Humanscale	4,053,224	November 8, 2011	May 16, 2011

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Pending U.S. Trademark Applications: 8

Trademark Application	Application/Serial Number	File Date
DIFFRENT WORLD	77/686,364	March 9, 2009
Social So	77/846,469	October 12, 2009
	77/846,641	October 12, 2009
HUMANAIR	77/377,585	January 22, 2008
ZÔN	85/151,455	October 13, 2010
ACT	85/151,380	October 13, 2010
  Humanscale    Healthcare	85/064,114	June 16, 2010
Humanscale	85/064,106	June 16, 2010

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Trademark Application	Application/Serial Number	File Date
Humanscale	85/064,110	June 16, 2010
Humanscale	85/064,106	June 16, 2010
Humanscale	85/064,106	June 16, 2010
SYMTRA	85/707,923	August 20, 2012
MODE	85/582,459	March 28, 2012
FLOAT	85/223,514	January 21, 2011

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