

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT2840419

|   |                                 |                       |
|---|---------------------------------|-----------------------|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                  |                       |
| <b>NATURE OF CONVEYANCE:</b>  | SECURITY AGREEMENT              |                       |
| <b>CONVEYING PARTY DATA</b>   |                                 |                       |
|   | <b>Name</b>                     | <b>Execution Date</b> |
|   | LIFE BACK LLC                   | 05/01/2014            |
| <b>RECEIVING PARTY DATA</b>   |                                 |                       |
| <b>Name:</b>  | CAVALIERI HOLDINGS, LLC         |                       |
| <b>Street Address:</b>  | 2506 SUCCESS DRIVE              |                       |
| <b>City:</b>  | ODESSA                          |                       |
| <b>State/Country:</b>   | FLORIDA                         |                       |
| <b>Postal Code:</b>   | 33556                           |                       |
| <b>PROPERTY NUMBERS Total: 2</b>  |                                 |                       |
| <b>Property Type</b>  | <b>Number</b>                   |                       |
| <b>Patent Number:</b>   | 8235925                         |                       |
| <b>Patent Number:</b>   | D649648                         |                       |
| <b>CORRESPONDENCE DATA</b>  |                                 |                       |
| <b>Fax Number:</b>  | (813)221-4210                   |                       |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>   |                                 |                       |
| <b>Phone:</b>   | 813-225-4136                    |                       |
| <b>Email:</b>   | adunstan@foley.com              |                       |
| <b>Correspondent Name:</b>  | ANDREW F. DUNSTAN               |                       |
| <b>Address Line 1:</b>  | 100 N. TAMPA STREET, SUITE 2700 |                       |
| <b>Address Line 4:</b>  | TAMPA, FLORIDA 33602            |                       |
| <b>NAME OF SUBMITTER:</b>   | ANDREW F. DUNSTAN               |                       |
| <b>SIGNATURE:</b>   | /Andrew F. Dunstan/             |                       |
| <b>DATE SIGNED:</b>   | 05/02/2014                      |                       |
| <b>Total Attachments: 13</b><br>source=Security Agreement#page1.tif<br>source=Security Agreement#page2.tif<br>source=Security Agreement#page3.tif<br>source=Security Agreement#page4.tif<br>source=Security Agreement#page5.tif<br>source=Security Agreement#page6.tif<br>source=Security Agreement#page7.tif |                                 |                       |

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## SECURITY AGREEMENT

THIS SECURITY AGREEMENT (this "Agreement") is made and entered into as of May 1, 2014, by and between LIFE BACK LLC., a Florida limited liability company ("Maker"), and CAVALIERI HOLDINGS, LLC., a Delaware limited liability company ("Holder").

### Recitals

WHEREAS, on the date hereof, Maker has executed a Promissory Note (the "Note") in favor of Holder;

WHEREAS, the Holder has required that Maker grant to Holder a security interest in all of Maker's assets, including, but not limited to, those assets listed on Exhibit A and Schedule 1 hereto;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in the Note and herein, the parties hereto, intending to be legally bound, agree as follows:

1. **Incorporation of Recitals.** The foregoing Recitals are true and correct and hereby incorporated into this Agreement in their entirety by this reference.

2. **Definitions.** The following terms shall have the meanings set forth below:

"Collateral" means all of Maker's assets, including but not limited to those assets listed on Exhibit A and Schedule 1, including all proceeds thereof and all increases, substitutions, replacements, additions, and accretions thereof.

"Credit Documents" means this Agreement and the Note.

"Event of Default" has the meaning given in Section 6 below.

"Obligations" has the meaning given in Section 3.1 below.

"Permitted Liens" mean any of the following: (i) liens for current taxes or other governmental or regulatory assessments which are not delinquent, or which are being contested in good faith by the appropriate procedures and for which appropriate reserves are maintained; and (ii) liens granted in favor of the Holder pursuant to this Agreement.

"Security Interest" has the meaning given in Section 3.2 below.

"UCC" means the Uniform Commercial Code as adopted in the State of Florida and in effect from time to time.

3. **Security for Obligations.**

3.1 **Obligations.** This Agreement secures, and the Collateral is collateral security for, the prompt payment or performance in full when due, whether at stated maturity, by required prepayment, declaration, acceleration, conversion, demand or otherwise, of all

obligations and liabilities of every nature of Maker now or hereafter existing under or arising out of the Note and this Agreement and all extensions or renewals thereof, whether for principal, fees, or expenses thereunder (all such obligations of Maker being the "Obligations").

3.2 Grant. As security for the payment of the Obligations, the Maker hereby grants to the Holder, its successors and its assigns, for the benefit of the Holder, their successors and their assigns, a security interest in the Collateral (the "Security Interest"). Without limiting the foregoing, the Holder is hereby authorized to file one or more financing statements, continuation statements or other documents for the purpose of perfecting, confirming, continuing, enforcing or protecting the Security Interest, naming the Maker as debtor and the Holder as secured party.

3.3 Records. The Maker agrees at all times to keep in all material respects accurate and complete accounting records with respect to the Collateral, including, but not limited to, a record of all payments and proceeds received.

3.4 Additional Collateral. If Maker shall at any time after the date hereof (a) obtain any rights to any additional Collateral or (b) become entitled to the benefit of any additional Collateral, the provisions hereof shall automatically apply thereto and any such item shall automatically constitute Collateral as if such would have constituted Collateral at the time of execution hereof and be subject to the security interest created by this Agreement without further action by any party. Maker shall promptly (i) provide to the Holder written notice of any of the foregoing and (ii) upon the Holder's reasonable request, confirm the attachment of the security interest created by this Agreement to any rights described in clauses (a) and (b) of the immediately preceding sentence by execution of an instrument in form reasonably acceptable to the Holder and the filing of any instruments or statements as shall be reasonably necessary to create, preserve, protect or perfect the Holder's security interest in such Collateral.

4. Representations and Warranties. Maker represents and warrants as follows:

4.1 Legal Name. Maker's exact legal name is as set forth in the first paragraph of this Agreement. Maker shall not change its legal name or its form of organization without thirty (30) days' prior written notice to the Holder.

4.2 Authority. Maker has the requisite corporate power and authority to grant to the Holder the Security Interest in such Collateral pursuant hereto and to execute, deliver and perform its obligations in accordance with the terms of this Agreement, without the consent or approval of any other person other than any consent or approval which has been obtained.

4.3 Filing. Fully executed Uniform Commercial Code financing statements containing a description of the Collateral shall have been, or shall be delivered to the Holder in a form such that they can be, filed of record in every governmental, municipal or other office in every jurisdiction in which any portion of the Collateral is located necessary to publish notice of and protect the validity of and to establish a valid, legal and perfected security interest in favor of the Holder in respect of the Collateral in which a security interest may be perfected by filing in the United States and its territories and possessions, and no further or subsequent filing, refiling, recording, rerecording, registration or reregistration is necessary in any such jurisdiction, except

as provided under applicable law with respect to the filing of Uniform Commercial Code continuation statements.

4.4 Validity of Security Interest. The Security Interest constitutes a valid, legal and perfected security interest in all of the Collateral for payment and performance of the Obligations subject only to Permitted Liens.

5. Covenants and Agreements. Maker covenants and agrees as follows:

5.1 Restrictions. Maker agrees that until the Note shall have been satisfied in full (whether by conversion, payment, or otherwise), Maker shall not, without Holder's prior written consent, assign, transfer, encumber or otherwise dispose of the Collateral, or any interest therein, except that Maker may grant a Permitted Lien.

5.2 Defense. Maker shall at its own expense take any and all actions reasonably necessary to protect and defend the Collateral against all claims or demands and to defend the Security Interest of the Holder in such Collateral, and the priority thereof, against any adverse lien of any nature whatsoever (other than Permitted Liens).

5.3 Maintenance. Maker shall at all times and at its own expense maintain and keep, or cause to be maintained and kept, the Collateral. Maker shall perform all acts and execute all documents requested by the Holder at any time to evidence, perfect, maintain, record and enforce the Holder's interest in the Collateral in furtherance of the provisions of this Agreement, and Maker hereby authorizes the Holder to execute and file one or more financing statements (and similar documents) or copies thereof or of this Agreement with respect to the Collateral signed only by the Holder.

5.4 Holder's Right to Take Action. If, after ten days written notice from Holder, Maker fails to materially perform or materially observe any of its covenants or agreements set forth in this Section 5 or if Maker notifies Holder that it intends to abandon all or any part of the Collateral, Holder 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 Maker (or, in the case of intended abandonment, in Holder's own name) and may (but need not) take any and all other actions that Holder may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment.

5.5 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, Maker shall pay the Holder on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by the Holder in connection with or as a result of the Holder's taking any action or exercising any of its rights under this Agreement as a result of an Event of Default, together with interest thereon from the date expended or incurred by the Holder.

5.6 Use and Disposition of Collateral. Maker shall not make or permit to be made any assignment, pledge or hypothecation of the Collateral other than Permitted Liens or as permitted by Section 5.1 above, or grant any security interest in the Collateral except for the Security Interest and Permitted Liens. Maker shall not make or permit to be made any transfer of

any Collateral, except as permitted by Section 5.1 above, and Maker shall remain at all times in possession of the Collateral owned by it other than transfers to the Holder pursuant to the provisions hereof and as otherwise provided in this Agreement. The Holder shall have the right, as the true and lawful agent of the Maker, with power of substitution for the Maker and in the Maker's name, the Holder's name or otherwise, for the use and benefit of the Holder and solely to effect the purposes of this Agreement, (i) to endorse the Maker's name upon any notes, acceptances, checks, drafts, money orders or other evidences of payment with respect to the Collateral that may come into its possession; (ii) to sign the name of the Maker on any invoice relating to the Collateral and (iii) upon the occurrence and during the continuance of an Event of Default, (A) to receive, endorse, assign and/or deliver any and all notes, acceptances, checks, drafts, money orders or other evidences or instruments of payment relating to the Collateral or any part thereof, and Maker hereby waives notice of presentment, protest and non-payment of any instrument so endorsed, (B) to demand, collect, receive payment of, give receipt for, extend the time of payment of and give discharges and releases of all or any of the Collateral and/or release the obligor thereon, (C) to commence and prosecute any and all suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect or otherwise realize on all or any of the Collateral or to enforce any rights in respect of any Collateral, (D) to settle, compromise, compound, adjust or defend any actions, suits or proceedings relating to or pertaining to all or any of the Collateral, (E) to use, sell, assign, transfer, pledge, make any agreement with respect to or otherwise deal with all or any of the Collateral, and (F) to do all other acts and things necessary to carry out the purposes of this Agreement, as fully and completely as though the Holder were the absolute owner of the Collateral for all purposes; provided, however, that nothing herein contained shall be construed as requiring or obligating the Holder to any such action, make any commitment or to make any inquiry as to the nature or sufficiency of any payment received by the Holder or to present or file any claim or notice, or to take any action with respect to the Collateral or any part thereof or the moneys due or to become due in respect thereof or any property covered thereby, and no action taken by the Holder or omitted to be taken with respect to the Collateral or any part thereof shall give rise to any defense, counterclaim or offset in favor of Maker or to any claim or action against the Holder in the absence of the gross negligence or willful misconduct of the Holder; and provided further that, the Holder shall at all times act reasonably and in good faith. It is understood and agreed that the appointment of the Holder as the agent of the Maker for the purposes set forth above in this Section 5.6 is coupled with an interest and is irrevocable. The provisions of this Section 5.6 shall in no event relieve Maker of any of its obligations hereunder with respect to the Collateral or any part thereof (other than obligations which are impaired as a result of actions taken by the Holder pursuant to this Section 5.6 or impose any obligation on the Holder to proceed in any particular manner with respect to the Collateral or any part thereof, or in any way limit the exercise by the Holder of any other or further right which it may have on the date of this Agreement or hereafter, whether hereunder or by law or otherwise. Any time action is taken under this Section 5.6, prompt written notice of such action shall be provided to Maker by Holder.

5.7 Further Assurances. Maker agrees, at its expense, to execute, acknowledge, deliver and cause to be duly filed all such further instruments and documents and take all such actions as the Holder may from time to time reasonably request for the assuring and preserving of the Interest and the rights and remedies created hereby, including, without limitation, the payment of any fees and taxes required in connection with the execution and

delivery of this Agreement, the granting of the Interest and the filing of any financing statements or other documents in connection herewith.

6. **Events of Default.** Each of the following occurrences shall constitute an event of default under this Agreement (herein called "Event of Default"):

- 6.1 The occurrence of any Event of Default as defined by the Note; or
- 6.2 there is any levy, seizure, or attachment of all or any material portion of the Collateral, other than as set forth in this Agreement; or
- 6.3 any of the representations or warranties contained in Section 4 shall prove to have been incorrect in any material respect when made.

7. **Remedies.** Upon the occurrence of an Event of Default and at any time thereafter while the Event of Default is continuing, unless the Holder otherwise agrees in writing, the Holder may, at its option, take any or all of the following actions:

7.1 The Holder may exercise, without any other notice to or demand upon Maker, in addition to the other rights and remedies provided for herein or in any other Credit Document or otherwise available to it, all the rights and remedies of a secured party upon default under the UCC (whether or not the UCC applies to the affected Collateral) and also may:

- (a) require Maker to, and Maker hereby agrees that it will at its expense and upon request of the Holder immediately, assemble the Collateral or any part thereof, as directed by the Holder and make it available to the Holder at a place and time to be designated by the Holder;

- (b) without notice except as specified below, sell, resell, assign and deliver or grant a license to use or otherwise dispose of the Collateral or any part thereof, in one or more parcels at public or private sale, at any of the Holder's offices or elsewhere, for cash, on credit or for future delivery, and upon such other terms as the Holder may deem commercially reasonable;

- (c) occupy any premises owned or leased by Maker where the Collateral or any part thereof is assembled or located for a reasonable period in order to effectuate its rights and remedies hereunder or under law, without obligation to Maker in respect of such occupation; and

- (d) exercise any and all rights and remedies of Maker under or in connection with the Collateral, or otherwise in respect of the Collateral, including without limitation, any and all rights of Maker to demand or otherwise require payment of any amount under, or performance of any provision of any agreements related to the Collateral.

7.2 Maker agrees that, to the extent notice of sale shall be required by law, at least ten (10) days' notice to Maker of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification. At any sale of the Collateral, if permitted by applicable law, the Holder may be the purchaser, licensee, assignee or

recipient of the Collateral or any part thereof and shall be entitled, for the purpose of bidding and making settlement or payment of the purchase price for all or any portion of the Collateral sold, assigned or licensed at such sale, to use and apply any of the Obligations as a credit on account of the purchase price of the Collateral or any part thereof payable at such sale. To the extent permitted by applicable law, Maker waives all claims, damages and demands it may acquire against the Holder arising out of the exercise by it of any rights hereunder. Maker hereby waives and releases to the fullest extent permitted by law any right or equity of redemption with respect to the Collateral, whether before or after sale hereunder, and all rights, if any, of marshaling the Collateral and any other security for the Obligations or otherwise. The Holder shall not be liable for failure to collect or realize upon any or all of the Collateral or for any delay in so doing, nor shall it be under any obligation to take any action with regard thereto. The Holder shall not be obligated to make any sale of Collateral regardless of notice of sale having been given. The Holder may adjourn any public or private sale from time to time by announcement at the time and place fixed therefore, and such sale may, without further notice, be made at the time and place to which it was so adjourned. The Holder shall not be obligated to clean-up or otherwise prepare the Collateral for sale.

7.3 All payments received by Maker in respect of the Collateral shall be received in trust for the benefit of the Holder, shall be segregated from other funds of Maker and shall be forthwith paid over the Holder in the same form as so received (with any necessary endorsement).

7.4 The Holder may, without notice to Maker except as required by law and at any time or from time to time, charge, set off and otherwise apply all or part of the Obligations against any funds deposited with it or held by it.

8. **No Waiver and Cumulative Remedies.** The Holder shall not by any act (except by a written instrument pursuant to Section 11), delay, indulgence, omission or otherwise be deemed to have waived any right or remedy hereunder or to have acquiesced in any Event of Default. No failure on the part of the Holder to exercise, no course of dealing with respect to, and no delay on the part of the Holder in exercising, any right, power or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any such right, power, privilege or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right, power, privilege or remedy; nor shall the Holder be required to look first to, enforce or exhaust any other security, collateral or guaranties. All rights and remedies herein provided are cumulative and are not exclusive of any rights or remedies provided by law.

9. **Application of Proceeds.** Upon the exercise by the Holder of its remedies hereunder, any proceeds received by the Holder in respect of any realization upon any Collateral shall be applied, together with any other sums then held by the Holder pursuant to this Agreement, in accordance with the Credit Documents. Maker shall remain liable for any deficiency if the proceeds of any sale or other disposition of the Collateral are insufficient to pay the Obligations and the fees and other charges of any attorneys employed by the Holder to collect such deficiency.

10. **Security Interest Absolute.** All rights of the Holder hereunder, the Security Interest, and all obligations of the Maker hereunder, shall be absolute and unconditional



irrespective of (i) any partial invalidity or unenforceability of the Note, any other agreement with respect to any of the Obligations or any other agreement or instrument relating to any of the foregoing, (ii) any change in the time, manner or place of payment of, or in any other term of, all or any of the Obligations, or any other amendment or waiver of or consent to any departure from the Note or any other agreement or instrument, (iii) any exchange, release or nonperfection of any other Collateral, or any release or amendment or waiver of or consent to or departure from any guarantee, for all or any of the Obligations, or (iv) any other circumstance which might otherwise constitute a defense available to, or discharge of the Maker in respect of the Obligations or in respect of this Agreement.

11. **Miscellaneous.** 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 party against whom such waiver, modification, amendment, termination, discharge or release is sought to be enforced. No failure on the part of the Holder to exercise, no course of dealing with respect to, and no delay on the part of the Holder in exercising, any right, power or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any such right, power, privilege or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right, power, privilege or remedy; nor shall the Holder be required to look first to, enforce or exhaust any other security, collateral or guaranties. All rights and remedies of the Holder shall be cumulative and may be exercised singularly or concurrently 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. The Holder shall not be obligated to preserve any rights Maker may have against prior parties, to realize on the Collateral at all or in any particular manner or order, or to apply any cash proceeds of the Collateral in any particular order of application. This Agreement shall be binding upon and inure to the benefit of Maker and the Holder and their respective participants, successors, and permitted assigns and shall take effect when signed by Maker and the Holder, and Maker waives notice of Holder's acceptance hereof. All questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by and construed and enforced in accordance with the internal laws of the State of Florida, without regard to the principles of conflicts of law thereof. Each party agrees that any action, proceeding, counterclaim, crossclaim, or other dispute relating to, involving, or resulting from this Agreement or the transactions contemplated by this Agreement will be resolved exclusively in the state or federal courts located in Pasco County, Florida, and each party hereby waives the right to object to any such forum on any grounds. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligations. The Maker acknowledges and agrees that in the event of any breach of the covenants and agreements contained in this Agreement, the Holder would be irreparably harmed and could not be made whole only by the award of monetary damages. Accordingly, the Maker agrees that the Holder, in addition to any other remedy to which the Holder may be entitled at law or equity, will be entitled to seek and obtain an award of specific performance of any of such covenants and agreements.

12. **No Release.** Nothing set forth in this Agreement, nor the exercise by the Holder of any of the rights or remedies hereunder, shall relieve Maker from the performance of any term, covenant, condition or agreement on such Maker's part to be performed or observed in respect of any of the Collateral or from any liability to any person in respect of any of the Collateral or shall impose any obligation on the Holder to perform or observe any such term, covenant, condition or agreement on such Maker's part to be so performed or observed or shall impose any liability on the Holder for any act or omission on the part of the Maker relating thereto or for any breach of any representation or warranty on the part of the Maker contained in this Agreement, the Purchase Agreement or the other Credit Documents (as defined in the Purchase Agreement), or in respect of the Collateral or made in connection herewith or therewith. Anything herein to the contrary notwithstanding, the Holder shall not have any obligation or liability under any contracts, agreements and other documents included in the Collateral by reason of this Agreement, nor shall the Holder be obligated to perform any of the obligations or duties of Maker thereunder or to take any action to collect or enforce any such contract, agreement or other document included in the Collateral. The obligations of the Maker contained in this Section 12 shall survive the termination hereof and the discharge of Maker's other obligations under this Agreement, the Purchase Agreement and the other Credit Documents.

13. **Notices.** Any notices or other communications required or permitted to be given under the terms of this Agreement must be in writing and will be deemed to have been delivered: (i) upon receipt, when delivered personally; (ii) upon receipt, when sent by facsimile (provided confirmation of transmission is mechanically or electronically generated and kept on file by the sending party); or (iii) one business day after deposit with an overnight courier service, in each case properly addressed to the party to receive the same. The addresses and facsimile numbers for such communications shall be:

If to the Maker:

Life Back LLC  
2506 Success Drive  
Odessa, FL 34627  
Facsimile: (727) 376-4160  
Attention: Judy Cavalieri, Manager

If to the Holder to:

Cavalieri Holdings, LLC  
2506 Success Drive  
Odessa, FL 34627  
Facsimile: (727) 376-4160  
Attention: Judy Cavalieri, Member

If to the Holder, to its address or facsimile number set forth above or to such other address and/or facsimile number and/or to the attention of such other person as the recipient party has specified by written notice given to each other party five (5) days prior to the effectiveness of such change. Written confirmation of receipt (A) given by the recipient of such notice or other communication, (B) mechanically or electronically generated by the sender's

facsimile machine containing the time, date, recipient facsimile number and an image of the first page of such transmission or (C) provided by an overnight courier service shall be rebuttable evidence of personal service, receipt by facsimile or receipt from an overnight courier service in accordance with clause (i), (ii) or (iii) above, respectively.

14. **Waiver of Jury Trial:** MAKER HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT MAKER MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HERewith, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF EITHER PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE HOLDER ENTERING INTO THIS AGREEMENT.

15. **Termination.** This Agreement and the Security Interest shall terminate when the Note is satisfied or paid in full (whether by conversion, payment, or otherwise). Upon such termination, the Holder shall execute and deliver to the Maker all Uniform Commercial Code termination statements and similar documents which the Maker shall reasonably request to evidence such termination.

\*\*\* Signatures on following page(s) \*\*\*

IN WITNESS WHEREOF, the parties have duly executed and delivered this Security Agreement as of the date and year first written above.

**HOLDER:**

CAVALIERI HOLDINGS, LLC

By: Judy Cavalieri  
Name: Judy Cavalieri  
Title: Member

**MAKER:**

LIFE BACK LLC

By: Judy Cavalieri  
Name: Judy Cavalieri  
Title: Manager

## EXHIBIT A

### Collateral

The term "Collateral" shall mean all of the assets of the Maker, including but not limited to the following:

(a) All Accounts, all Inventory, all Equipment, all General Intangibles, all Investment Property.

(b) All instruments, chattel paper, electronic chattel paper, documents, securities, moneys, cash, letters of credit, letter of credit rights, promissory notes, warrants, dividends, distributions, contracts, agreements, contract rights or other property, owned by Maker or in which Maker has an interest, including but not limited to, those which now or hereafter are in the possession or control of Holder or in transit by mail or carrier to or in the possession of any third party acting on behalf of Lender, without regard to whether Holder received the same in pledge, for safekeeping, as agent for collection or transmission or otherwise or whether Holder had conditionally released the same, and the proceeds thereof, all rights to payment from, and all claims against Holder, and any deposit accounts of Maker with Holder, including all demand, time, savings, passbook or other accounts and all deposits therein.

(c) All documents, including without limitation any paper that is treated in the regular course of business as adequate evidence that the person in possession of the paper is entitled to receive, hold, and dispose of the goods the paper covers, including warehouse receipts, bills of lading, certificates of title, and applications for certificates of title.

(d) All assets and all personal property now owned or hereafter acquired; all now owned and hereafter acquired inventory, equipment, fixtures, goods, accounts, chattel paper, documents, instruments, farm products, general intangibles, supporting obligations, software, commercial tort claims, minerals, standing timber, growing crops and all rents, issues, profits, products and proceeds thereof, wherever any of the foregoing is located.

(e) To the extent not listed above as original collateral, proceeds and products of the foregoing.

The below capitalized terms shall have the following meanings:

(a) "Accounts" means all accounts, accounts receivable, health-care insurance receivables, credit card receivables, contract rights, instruments, documents, chattel paper, tax refunds from federal, state or local governments and all obligations in any form including without limitation those arising out of the sale or lease of goods or the rendition of services by Maker; all guaranties, letters of credit and other security and support obligations for any of the above; all merchandise returned to or reclaimed by Maker; and all books and records (including computer programs, tapes and data processing software) evidencing an interest in or relating to the above; all winnings in a lottery or other game of chance operated by a governmental unit or person licensed to operate such game by a governmental unit and all rights to payment therefrom; and all "Accounts" as same is now or hereinafter defined in the UCC.

(b) "Equipment" means all goods (excluding inventory, farm products or consumer goods), all machinery, machine tools, equipment, fixtures, office equipment, furniture, furnishings, motors, motor vehicles, tools, dies, parts, jigs, goods (including, without limitation, each of the items of equipment set forth on any schedule which is either now or in the future attached to Holder's copy of this Agreement), and all attachments, accessories, accessions, replacements, substitutions, additions and improvements thereto, all supplies used or useful in connection therewith, and all "Equipment" as same is now or hereinafter defined in the UCC.

(c) "General Intangibles" means all general intangibles, choses in action, causes of action, obligations or indebtedness owed to Maker from any source whatsoever, payment intangibles, software and all other intangible personal property of every kind and nature (other than Accounts), including without limitation patents, trademarks, trade names, service marks, copyrights and applications for any of the above, and goodwill, trade secrets, licenses, franchises, rights under agreements, tax refund claims, and all books and records including all computer programs, disks, tapes, printouts, customer lists, credit files and other business and financial records, the equipment containing any such information, and all "General Intangibles" as same is now or hereinafter defined in the UCC.

(d) "Inventory" means goods, supplies, wares, merchandises and other tangible personal property, including raw materials, work in process, supplies and components, and finished goods, whether held for sale or lease, or furnished or to be furnished under any contract for service, or used or consumed in business, and also including products of and accessions to inventory, packing and shipping materials, all documents of title, whether negotiable or non-negotiable, representing any of the foregoing, and all "Inventory" as same is now or hereinafter defined in the UCC.

(e) "Investment Property" means a security, whether certificated or uncertificated, security entitlement, securities account, commodity contract or commodity account and all "Investment Property" as same is now or hereafter defined in the UCC.

### SCHEDULE 1

The Collateral also includes the following assets of Maker:

- (a) the work *LifeBack Brochure* registered with the United States Copyright Office on November 8, 2010, Registration Number TXu001727210
- (b) the trademark *GET YOUR LIFE BACK!* registered with the United States Patent and Trademark Office on June 21, 2011, Registration Number 3981687
- (c) the trademark *THE BACK SUPPORT THAT WORKS!* registered with the United States Patent and Trademark Office on June 14, 2011, Registration Number 3977924
- (d) U.S. Patent No. 8235925 granted by the United States Patent and Trademark Office on August 7, 2012 titled *Back Brace*
- (e) U.S. Patent No. D649648 granted by the United States Patent and Trademark Office on November 29, 2011 titled *Back Support*