

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3974932

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
TOMMIE COPPER IP, INC.	07/22/2016
RECEIVING PARTY DATA	
Name:	TCP TC, LLC
Street Address:	15 RIVERSIDE AVENUE
City:	WESTPORT
State/Country:	CONNECTICUT
Postal Code:	06880
PROPERTY NUMBERS Total: 4	
Property Type	Number
Application Number:	62029198
Application Number:	14808611
PCT Number:	US2015042182
Application Number:	62275961
CORRESPONDENCE DATA	
Fax Number:	(949)475-4754
<i>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.</i>	
Phone:	949-451-3800
Email:	skann@gibsondunn.com
Correspondent Name:	STEPHANIE S. KANN, SENIOR PARALEGAL
Address Line 1:	3161 MICHELSON DRIVE
Address Line 2:	GIBSON, DUNN & CRUTCHER LLP
Address Line 4:	IRVINE, CALIFORNIA 92612
ATTORNEY DOCKET NUMBER:	93018-00018
NAME OF SUBMITTER:	STEPHANIE S. KANN
SIGNATURE:	/stephanie s. kann/
DATE SIGNED:	07/22/2016
Total Attachments: 11	
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of July 22, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified or replaced from time to time, this “IP Security Agreement”), is made by Tommie Copper IP, Inc., a Delaware corporation (the “Grantor”), in favor of TCP TC, LLC, as collateral agent for the Purchasers (as defined in the Note Purchase Agreement referred to below) (in such capacity, together with its successors and permitted assigns, the “Designated Purchaser”).

WHEREAS, the Grantor is party to a Convertible Note Purchase and Security Agreement dated as of July 22, 2016 (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Note Purchase Agreement”) by and among the Grantor, Tommie Copper Holdings, Inc., the Purchasers and the Designated Purchaser, pursuant to which the Grantor granted a security interest to the Designated Purchaser, for the benefit of the Purchasers, in the IP Collateral (as defined below) and is required to execute and deliver this IP Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agrees with the Designated Purchaser as follows:

SECTION 1. Defined Terms

Unless otherwise defined herein, terms defined in the Note Purchase Agreement and used herein have the meaning given to them in the Note Purchase Agreement.

SECTION 2. Grant of Security Interest in IP Collateral

SECTION 2.1 Grant of Security. The Grantor hereby grants to the Designated Purchaser, for the ratable benefit of the Purchasers, a security interest in all of the Grantor’s right, title and interest in and to the following (the “IP Collateral”), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Grantor’s Obligations:

(a) (i) all United States and foreign copyrights, whether or not the underlying works of authorship have been published and whether as author, assignee, transferee or otherwise, including but not limited to copyrights in software and databases, all Mask Works (as defined in 17 U.S.C. 901 of the U.S. Copyright Act) and all works of authorship, all right, title and interest to make and exploit all derivative works based on or adopted from works covered by such copyrights, and all copyright registrations, copyright applications, mask works registrations and mask works applications, and any renewals or extensions thereof, including each registration and application identified in Schedule 1, and (ii) the rights to print, publish and distribute any of the foregoing (“Copyrights”);

(b) all Copyright licenses to the extent the Grantor is not the granting party, including any of the foregoing identified in Schedule 1;

(c) (i) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations of any of the property described in (a) and (b) above, and (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect to any of the property described in (a) and (b) above;

(d) (i) all United States, state and foreign trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade dress, trade styles, logos, or other indicia of origin or source identification, Internet domain names, trademark and service mark registrations, designs and general intangibles of like nature and applications for trademark or service mark registrations and any renewals thereof, including each registration and application identified in Schedule 2 (but excluding in all cases all intent-to-use United States trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the U.S. Patent and Trademark Office provided that upon such filing and acceptance, such intent-to-use applications shall be included in the definition of Trademarks) and (ii) the goodwill of the business connected with the use of, and symbolized by, each of the above (collectively, the “Trademarks”);

(e) all Trademark licenses to the extent the Grantor is not the granting party, including any of the foregoing identified in Schedule 2;

(f) (i) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations of any of the property described in (d) and (e) above, and (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect to any of the property described in (d) and (e) above;

(g) (i) all United States and foreign patents, patent applications and patentable inventions, including each issued patent and patent application identified in Schedule 3, all certificates of invention or similar property rights and all registrations, recordings and pending applications thereof, (ii) all inventions and improvements described and claimed therein and (iii) all reissues, divisions, reexaminations, continuations, continuations-in-part, substitutes, renewals, and extensions thereof, all improvements thereon (collectively, the “Patents”);

(h) all Patent licenses to the extent the Grantor is not the granting party, including any of the foregoing identified in Schedule 3;

(i) (i) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations of any of the property described in (g) and (h) above, and (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect to any of the property described in (g) and (h) above; and

(j) all proceeds of any and all of the foregoing.

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the IP Collateral include or the security interest granted under

Section 2.1 hereof attach to any intent-to-use United States trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the U.S. Patent and Trademark Office provided that upon such filing and acceptance, such intent-to-use applications shall be included in the definition of Trademarks.

SECTION 3. Recordation

The Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable United States or foreign government officer record this IP Security Agreement.

SECTION 4. Execution in Counterparts

This IP Security Agreement may be executed in any number of counterparts (including by telecopy or other electronic transmission), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Governing Law

THIS IP SECURITY AGREEMENT AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS IP SECURITY AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

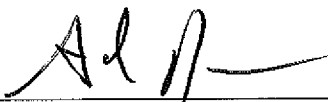
SECTION 6. Conflict Provision

This IP Security Agreement has been entered into in conjunction with the provisions of the Note Purchase Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Note Purchase Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this IP Security Agreement are in conflict with the Note Purchase Agreement, the provisions of the Note Purchase Agreement, as applicable, shall govern.

[signature pages follow]

IN WITNESS WHEREOF, each of the undersigned has caused this IP Security Agreement to be duly executed and delivered as of the date first above written.

TOMMIE COPPER IP, INC.

By: 
Name: SOL JACOBS
Title: CEO

TCP TC, LLC,
as the Designated Purchaser

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, each of the undersigned has caused this IP Security Agreement to be duly executed and delivered as of the date first above written.

TOMMIE COPPER IP, INC.

By: _____
Name:
Title:

TCP TC, LLC,
as the Designated Purchaser

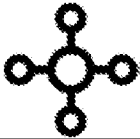
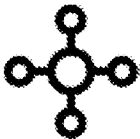
By: 
Name: Wm. Sweedler
Title: managing partner

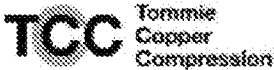
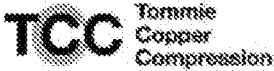
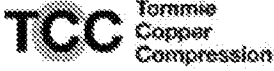
COPYRIGHTS

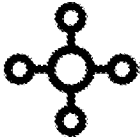
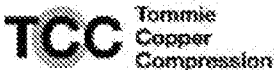
None.

TRADEMARKS

U.S. and International Trademarks

Country	Mark	Filing/Reg. Date	Serial/Registration No.	Status
Australia	COPPER ZnERGY	Reg. Date 3/10/2014	Reg. No. 1620259	Registered
Australia	CU29	Reg. Date 9/1/2012	Reg. No. 1511943	Registered
Australia	TOMMIE COPPER	Reg. Date 9/1/2012	Reg. No. 1511942	Registered
Australia		Reg. Date 3/8/2014	Reg. No. 1623331	Registered
Canada	COPPER ZNERGY	Reg. Date 6/21/2016	Reg. No. TMA941,469	Registered
Canada	CU29	Reg. Date 11/27/2013	Reg. No. TMA866,099	Registered
Canada	TOMMIE COPPER	Reg. Date 12/18/2013	Reg. No. TMA867,698	Registered
Canada		Reg. Date 5/26/2015	Reg. No. TMA904,545	Registered
EU	CU29	Reg. Date 8/9/2012	Reg. No. 10771285	Registered
EU	TOMMIE COPPER	Reg. Date 1/9/2014	Reg. No. 10771509	Registered
EU		Reg. Date 1/8/2014	Reg. No. 12065521	Registered
India	TOMMIE COPPER	Filing Date 4/23/2012	Appl. No. 2319992	Pending
Int'l/Madrid	COPPER ZnERGY	Reg. Date 3/10/2014	Reg. No. 1201254	Registered
Int'l/Madrid	TOMMIE COPPER	Reg. Date 3/4/2014	Reg. No. 1203460	Registered
Int'l/Madrid		Reg. Date 3/8/2014	Reg. No. 1203552	Registered

Country	Mark	Filing/Reg. Date	Serial/Registration No.	Status
Japan		Reg. Date 10/5/2012	Reg. No. 5526515	Registered
Japan	TOMMIE COPPER	Reg. Date 7/6/2012	Reg. No. 5506150	Registered
Japan		Filing Date 8/14/2013	Appl. No. 2013-063371	Pending
Korea	토미카퍼	Reg. Date 10/23/2015	Reg. No. 450059969	Registered
Korea	타미카퍼	Reg. Date 10/23/2015	Reg. No. 450059970	Registered
Mexico	CU29	Reg. Date 12/10/2012	Reg. No. 1337852	Registered
Mexico	TOMMIE COPPER	Reg. Date 12/10/2012	Reg. No. 1337851	Registered
Mexico		Reg. Date 11/27/2013	Reg. No. 1414625	Registered
New Zealand	CU29	Reg. Date 2/22/2013	Reg. No. 964081	Registered
New Zealand	TOMMIE COPPER	Reg. Date 2/22/2013	Reg. No. 964099	Registered
New Zealand		Reg. Date 2/18/2014	Reg. No. 982736	Registered
Switzerland	CU29	Reg. Date 8/29/2012	Reg. No. 633626	Registered
Switzerland	TOMMIE COPPER	Reg. Date 8/29/2012	Reg. No. 633627	Registered
Taiwan	COPPER ZnERGY	Reg. Date 12/16/2014	Reg. No. 01681633	Registered
Taiwan	CU29	Reg. Date 2/1/2014	Reg. No. 01624968	Registered

Country	Mark	Filing/Reg. Date	Serial/Registration No.	Status
Taiwan	TOMMIE COPPER	Reg. Date 5/1/2013	Reg. No. 01577187	Registered
Taiwan		Reg. Date 4/16/2015	Reg. No. 01703835	Registered
Turkey		Reg. Date 8/14/2013	Reg. No. 2013 68644	Registered
Uruguay	COPPER ZnERGY	Reg. Date 11/6/2014	Reg. No. 454339	Registered
Uruguay	TOMMIE COPPER	Reg. Date 9/29/2014	Reg. No. 453551	Registered
Uruguay		Reg. Date 11/6/2014	Reg. No. 454338	Registered
U.S.	COOL COPPER	Reg. Date 10/7/2014	Reg. No. 4,618,826	Registered
U.S.	COPPER COTTON	Reg. Date 6/23/2015	Reg. No. 4,762,070	Registered
U.S.	COPPER FLEX	Reg. Date 7/7/2015	Reg. No. 4,769,435	Registered
U.S.	COPPER GEAR	Filing Date 10/21/2013	Serial No. 86/096,992	Pending (Intent-to-use)
U.S.	COPPER HOME	Reg. Date 9/8/2015	Reg. No. 4,810,351	Registered
U.S.	COPPER LIFE	Filing Date 10/21/2013	Serial No. 86/097,016	Pending
U.S.	COPPER ZnERGY	Reg. Date 8/11/2015	Reg. No. 4,791,344	Registered
U.S.	CU29	Reg. Date 11/13/2012	Reg. No. 4,241,090	Registered
U.S.	HOT COPPER	Reg. Date 7/7/2015	Reg. No. 4,769,436	Registered
U.S.	INNERGYWEAR	Filing Date 1/30/2014	Serial No. 86/180,331	Pending (Intent-to-use)
U.S.	PRO+IONIC	Reg. Date 6/30/2015	Reg. No. 4,765,102	Registered
U.S.	RECHARGE YOUR BODY + SOUL	Reg. Date 9/30/2014	Reg. No. 4,612,432	Registered
U.S.	TOMMIE COPPER	Reg. Date 11/6/2012	Reg. No. 4,236,726	Registered

Country	Mark	Filing/Reg. Date	Serial/Registration No.	Status
U.S.	TOMMIE COPPER WEAR	Filing Date 8/23/2013	Serial No. 86/046,513	Pending (Intent-to-use)
U.S.	ZnERGY	Reg. Date 8/11/2015	Reg. No. 4,791,345	Registered
U.S.		Reg. Date 8/19/2014	Reg. No. 4,590,309	Registered
U.S.		Reg. Date 7/21/2015	Reg. No. 4,777,624	Registered
U.S.		Reg. Date 10/23/2012	Reg. No. 4,228,550	Registered
U.S.		Reg. Date 1/10/2012	Reg. No. 4,084,474	Registered
Venezuela	COPPER ZNERGY	Filing Date 5/12/2014	Appl. No. 2014-005922	Pending
Venezuela	TOMMIE COPPER	Filing Date 5/12/2014	Appl. No. 2014-005919	Pending
Venezuela		Reg. Date 4/15/2014	Reg. No. 2014-004736	Registered

PATENTS

U.S. and International Patents

Country	Title	Filing/Issue Date	Appl./Patent No.	Status
China	Article with Reactive Metals Bounds to its Surface and Method	N/A	N/A	In process
India	Article with Reactive Metals Bounds to its Surface and Method	N/A	N/A	In process
Korea	Article with Reactive Metals Bounds to its Surface and Method	N/A	N/A	In process
U.S.	Article with Reactive Metals Bounds to its Surface and Method	Filing Date 7/25/2014	Prov. Appl. No. 62/029,198	Expired
U.S.	Article with Reactive Metals Bounds to its Surface and Method	Filing Date 7/24/2015	Appl. No. 14/808,611	Pending
WO	Article with Reactive Metals Bounds to its Surface and Method	Filing date 7/27/2015	Appl. No. PCT/US2015/042182	Pending
U.S.	Cotton Performance Products and Methods of Their Manufacture	Filing Date 1/7/2016	Prov. Appl. No. 62/275,961	Pending