

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3957347

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	EARTHLITE ACQUISITION, INC.	07/11/2016
	EARTHLITE, LLC	07/11/2016
RECEIVING PARTY DATA		
Name:	TCF NATIONAL BANK	
Street Address:	71 S. WACKER DRIVE	
Internal Address:	SUITE 2110	
City:	CHICAGO	
State/Country:	ILLINOIS	
Postal Code:	60606	
PROPERTY NUMBERS Total: 27		
Property Type	Number	
Patent Number:	D533667	
Patent Number:	D545595	
Patent Number:	D546098	
Patent Number:	D546099	
Patent Number:	D548498	
Patent Number:	D555249	
Patent Number:	D555794	
Patent Number:	6151734	
Patent Number:	6163904	
Patent Number:	9072645	
Patent Number:	6698831	
Patent Number:	6729690	
Patent Number:	6769736	
Patent Number:	7452032	
Patent Number:	7610639	
Patent Number:	7636968	
Patent Number:	7640609	
Patent Number:	7761943	

PATENT

Property Type	Number
Patent Number:	7823517
Patent Number:	7966947
Patent Number:	7979933
Patent Number:	7979934
Patent Number:	8256360
Patent Number:	8499386
Application Number:	62232812
PCT Number:	US1411100
Application Number:	62311135

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: rfloren@schiffhardin.com

Correspondent Name: REBECCA FLOREN

Address Line 1: 233 S. WACKER DRIVE

Address Line 2: SUITE 6600

Address Line 4: CHICAGO, ILLINOIS 60606

ATTORNEY DOCKET NUMBER:	41357-0046
NAME OF SUBMITTER:	REBECCA FLOREN
SIGNATURE:	/s/ Rebecca Floren
DATE SIGNED:	07/12/2016

Total Attachments: 22

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PATENT, COPYRIGHT, LICENSE AND TRADEMARK SECURITY AGREEMENT

THIS PATENT, COPYRIGHT, LICENSE AND TRADEMARK SECURITY AGREEMENT ("Agreement") is made as of July 11, 2016 by Earthlite Acquisition, Inc., a Delaware corporation ("Parent"), and Earthlite, LLC, a California limited liability company ("Borrower"; Parent and Borrower are referred to herein, collectively, as "Obligors" and, individually, as an "Obligor"), in favor of TCF National Bank ("Lender").

WITNESSETH:

WHEREAS, Obligors and Lender have entered into that certain Credit Agreement dated as of July 11, 2016 (as amended, modified or supplemented from time to time, the "Credit Agreement"); and

WHEREAS, it is a condition to the effectiveness of the Credit Agreement and any extensions of credit to or for the benefit of Borrower thereunder that, among other things, each Obligor execute and deliver to Lender this Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Obligor agrees as follows:

1. **Incorporation of Credit Agreement.** The Credit Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. Terms used herein which are not defined herein but are defined in the Credit Agreement shall have the meanings ascribed to them therein.

2. **Grant of Security Interest, Etc.** To secure the complete and timely satisfaction of all of each Obligor's Liabilities each Obligor hereby grants to the Lender a security interest in and to all of such Obligor's right, title and interest in, to and under all of the following, whether now existing or hereafter arising:

(i) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents and patent applications listed on Schedule A attached hereto and made a part hereof, and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (a) through (d), inclusive, in which such Obligor now or hereafter has any right, title or interest are sometimes hereinafter individually and/or collectively referred to as the "Patents");

(ii) all copyrights, copyright registrations and copyright applications including, without limitation, the copyrights and applications listed on Schedule B attached hereto and made a part hereof, and (a) renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing copyrights, copyright registrations and copyright applications, together with the items described in clauses (a) through (d), inclusive, in which such Obligor now or hereafter has any right, title or interest are sometimes hereinafter individually and/or collectively referred to as the "Copyrights");

(iii) all such Obligor's rights and obligations pursuant to its license agreements with any other Person or Persons with respect to any Patents and Copyrights, whether such Obligor is a licensor or licensee under any such license agreements, including, without limitation, the licenses listed on Schedule C attached hereto and made a part hereof, and, subject to the terms of such licenses, the right to prepare for sale, sell and advertise for sale, all Inventory now or hereafter owned by such Obligor and now or hereafter covered by such licenses (all of the foregoing is hereinafter referred to collectively as the "Patent and Copyright Licenses");

(iv) all service marks, trademarks, trademark or service mark registrations, trademark or service mark applications, domain names and trade names including, without limitation, the trademarks and service marks listed on Schedule D attached hereto and made a part hereof, and (a) renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all the foregoing service marks, trademarks, registrations, applications and trade names, together with the items described in clauses (a) through (d), inclusive, with respect thereto in which such Obligor now or hereafter has any right, title or interest are sometimes hereinafter and/or collectively referred to as the "Marks");

(v) all such Obligor's rights and obligations pursuant to its license agreements with any other Person or Persons with respect to any Marks, whether such Obligor is a licensor or licensee under any such license agreements, including, without limitation, the licenses listed on Schedule E attached hereto and made a part hereof, and, subject to the terms of such licenses, the right to prepare for sale, sell and advertise for sale, all Inventory now or hereafter owned by such Obligor and now or hereafter covered by such licenses (all of the foregoing is hereinafter referred to as "Trademark Licenses"; Patent and Copyright Licenses and Trademark Licenses are hereinafter referred to collectively as "Licenses"); and

(vi) the goodwill of such Obligor's business connected with and symbolized by the Marks.

3. Restrictions on Future Agreements. Each Obligor agrees and covenants that until the Liabilities shall have been satisfied in full (other than Unasserted Contingent Indemnification Claims) and the Credit Agreement shall have been terminated, such Obligor will

not, without Lender's prior written consent, take any action or enter into any agreement, including, without limitation entering into any license agreement, which would materially adversely affect the Lender's rights under this Agreement. Each Obligor agrees and covenants not to sell or assign its interest in, or grant any license under, the Patents, Marks, Copyrights or Licenses, without receiving the prior written consent of Lender thereto.

4. Certain Covenants, Representations and Warranties of each Obligor. Each Obligor covenants, represents and warrants with respect to the Patents, Marks and Copyrights that are necessary or material to the conduct of such Obligor's business (to the best of such Obligor's knowledge with respect to any Patents, Marks and Copyrights which are licensed by third parties to such Obligor) that: (i) such Patents, Marks, Copyrights and Licenses are subsisting, have not been adjudged invalid or unenforceable in whole or in part, and are not currently being challenged in any way; (ii) none of such Patents, Marks, Copyrights and Licenses have lapsed or expired or have been abandoned, whether due to any failure to pay any maintenance or other fees or make any filing or otherwise; (iii) each of such Patents, Marks, Copyrights and Licenses is valid and enforceable and such Obligor is unaware of any invalidating prior art (including public uses and sales) relative to such Patents, and is unaware of any impairments to such Patents, Marks, Copyrights or Licenses which would have a material adverse effect on the validity and/or enforceability of such Patents, Marks, Copyrights or Licenses; (iv) to the best of such Obligor's knowledge, no claim has been made that the use of any of such Patents, Marks, Copyrights or Licenses constitutes an infringement; (v) such Obligor owns the entire right, title and interest in and to each of such Patents, Marks and Copyrights (other than those being licensed to such Obligor pursuant to the Licenses) free and clear of any Liens and encumbrances of every kind and nature, and the Licenses are valid and subsisting licenses with respect to such Patents, Marks, Copyrights described therein, free and clear of any Liens and encumbrances of every kind and nature arising by, through or under such Obligor, in each case except for (A) rights granted by such Obligor pursuant to the applicable licenses listed on Schedules C and E, and (B) Liens and encumbrances in favor of Lender pursuant to this Agreement or the other Financing Agreements and (C) Permitted Liens; (vi) the Patents, Marks and Copyrights and Licenses listed on Schedules A, B, C, D and E constitute all such items in which such Obligor has any right, title or interest; (vii) such Obligor has the unqualified right to enter into this Agreement and perform its terms; (viii) such Obligor will use proper statutory notice in connection with its use of the Patents, Marks and Copyrights (except as to any thereof which is no longer material to such Obligor's business); and (ix) such Obligor will use standards of quality in its manufacture of products sold under the Marks consistent with those currently employed by it.

5. New Patents, Marks, Copyrights and Licenses. If, before the Liabilities shall have been satisfied in full (other than Unasserted Contingent Indemnification Claims) and the Credit Agreement shall have been terminated, any Obligor shall (i) obtain rights to any new patentable inventions, trademarks, service marks, trademark or service mark registrations, copyrights, copyright registrations, trade names or licenses, or (ii) become entitled to the benefit of any patent, trademark or service mark application, trademark, service mark, trademark or service mark registration, copyrights, copyright registrations, license or license renewal, or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent, the provisions of Section 2 above shall automatically

apply thereto and such Obligor shall give to Lender prompt written notice thereof. Each Obligor hereby authorizes Lender to modify this Agreement by noting any future acquired Patents, Marks, Copyrights on Schedule A, B or D and any Licenses and licensed Patents, Marks or Copyrights on Schedules C or E, as applicable; provided, however, that the failure of Lender to make any such notation shall not limit or affect the obligations of any Obligor or rights of Lender hereunder.

6. **Royalties; Terms.** Each Obligor hereby agrees that the security interest of Lender in all Patents, Marks, Copyrights and Licenses as described above shall be worldwide (or in the case of the Patents, Marks and Copyrights licensed to an Obligor such smaller geographic location if any is specified for such Obligor's use in the applicable License) and, without any liability for royalties or other related charges from Lender to such Obligor. The term of the security interest granted herein shall extend until the earlier of (i) the expiration of each of the respective Patents, Marks, Copyrights and Licenses assigned hereunder, or (ii) satisfaction in full (other than Unasserted Contingent Indemnification Claims) of the Liabilities and termination of the Credit Agreement.

7. **Inspection.** In accordance with the terms of the Credit Agreement, Lender shall have the right to inspect any Obligor's premises and to examine any Obligor's books, records and operations, including, without limitation, any Obligor's quality control processes. From and after the occurrence and during the continuance of a Default and notice by Lender to each Obligor of Lender's intention to enforce its rights and claims against any of the Patents, Marks, Copyrights and Licenses, each Obligor agrees that Lender, or a conservator appointed by Lender, shall have the right to establish such additional product quality controls as Lender or said conservator, in its sole judgment, may deem necessary to assure maintenance of the quality of products sold by such Obligor under the Marks consistent with the quality of products now manufactured by such Obligor.

8. **Termination of Each Obligor's Interest.** This Agreement is made for collateral purposes only. Upon satisfaction in full (other than Unasserted Contingent Indemnification Claims) of the Liabilities and termination of the Credit Agreement, subject to any disposition thereof which may have been made by Lender pursuant hereto or pursuant to any of the other Financing Agreements, the security interest granted hereunder shall automatically be extinguished. Lender shall, at the request of any Obligor and at each Obligor's reasonable expense, execute and deliver to such Obligor, all termination statements and other instruments as may be necessary or proper to evidence the termination of Lender's security interest granted to Lender pursuant to this Agreement, subject to any disposition thereof which may have been made by Lender pursuant hereto or pursuant to any of the other Financing Agreements. Any such termination statements and instruments shall be without recourse upon or warranty by Lender.

9. **Duties of the Obligors.** Except to the extent the same is no longer material to such Obligor's business, each Obligor shall have the duty (i) to prosecute diligently any application with respect to Patents, Marks and Copyrights, in each case pending as of the date hereof or hereafter, (ii) to make application on unpatented but patentable inventions and on registerable but unregistered trademarks, service marks and copyrights, and (iii) to preserve,

maintain and enforce against infringement all rights in patent applications and patents constituting the Patents, in trademark or service mark applications, trademarks, service marks, and trademark or service mark registrations constituting the Marks, and in copyright applications, copyrights and copyright registrations constituting the Copyrights. Any expenses incurred in connection with the foregoing (including, but not limited to, maintenance or renewal fees) shall be borne by the Obligors. Except to the extent the same is no longer material to such Obligor's business, each Obligor shall not abandon any pending patent application, trademark application, copyright application, service mark application, patent, trademark, service mark or copyright without the written consent of Lender.

10. Lender's Right to Sue. From and after the occurrence and during the continuance of a Default, Lender shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Patents, the Marks, the Copyrights and the Licenses, and any licenses thereunder, and, if Lender shall commence any such suit, each Obligor shall, at the request of Lender, do any and all lawful acts and execute any and all proper documents reasonably required by Lender in aid of such enforcement, and each Obligor shall promptly, upon demand, reimburse and indemnify Lender for all reasonable documented out-of-pocket costs and expenses incurred by Lender in the exercise of its rights under this Section 10.

11. Waivers. No course of dealing between any Obligor and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

12. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

13. Modification. This Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by the parties hereto.

14. Further Assurances. Each Obligor shall execute and deliver to Lender, at any time or times hereafter at the request of Lender, all papers (including, without limitation, any as may be deemed desirable by Lender for filing or recording with any Patent and Trademark Office, and any successor thereto) and take all such actions (including, without limitation, paying the cost of filing or recording any of the foregoing in all public offices reasonably deemed necessary by Lender), as Lender may reasonably request, to evidence Lender's interest in the Patents, Marks, Copyrights and Licenses and the goodwill associated therewith and enforce Lender's rights under this Agreement.

15. Cumulative Remedies; Power of Attorney; Effect on Financing Agreements. All of Lender's rights and remedies with respect to the Patents, Marks, Copyrights and Licenses,

whether established hereby, by any of the Financing Agreements or otherwise, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Each Obligor hereby constitutes and appoints Lender as such Obligor's true and lawful attorney-in-fact, with full power of substitution in the premises, with power at any time after the occurrence and during the continuance of a Default, to (i) endorse such Obligor's name on all applications, documents, papers and instruments determined by Lender as necessary or desirable for Lender in the use of the Patents, Marks, Copyrights and Licenses, (ii) take any other actions with respect to the Patents, Marks, Copyrights and Licenses as Lender deems in good faith to be in the best interest of Lender, (iii) grant or issue any exclusive or non-exclusive license under the Patents, Marks or Copyrights to any Person, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Patents, Marks, Copyrights or Licenses to any Person. Each Obligor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the Liabilities shall have been satisfied in full (other than Unasserted Contingent Indemnification Claims) and the Credit Agreement shall have been terminated. Each Obligor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Lender under the Credit Agreement or any of the Financing Agreements but rather is intended to facilitate the exercise of such rights and remedies. Lender shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Marks, Copyrights or Licenses may be enforced. Each Obligor hereby releases the Lender from any and all claims, causes of action and demands at any time arising out of or with respect to any actions taken or omitted to be taken by the Lender under the powers of attorney granted herein.

16. Binding Effect; Benefits. This Agreement shall be binding upon each Obligor and its respective successors and assigns and shall inure to the benefit of Lender and its respective successors, assigns and nominees.

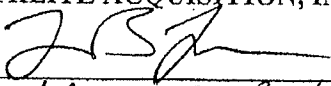
17. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH, AND ANY DISPUTE BETWEEN THE PARTIES HERETO ARISING OUT OF, CONNECTED WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN CONNECTION WITH THIS AGREEMENT, AND WHETHER ARISING IN CONTRACT, TORT, EQUITY, OR OTHERWISE, SHALL BE RESOLVED IN ACCORDANCE WITH THE INTERNAL LAWS AND NOT THE CONFLICTS OF LAW PROVISIONS OF THE STATE OF ILLINOIS.

18. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The delivery of an executed counterpart of a signature page or acceptance to this Agreement by telecopier or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have entered into this Patent, Copyright, License and Trademark Security Agreement as of the date first above written,

EARTHLITE ACQUISITION, INC.

By: 
Name: LAURENCE B. LEDERER
Title: VP

EARTHLITE, LLC

By: _____
Name: _____
Title: _____

The undersigned accepts and agrees to the foregoing Patent, Copyright, License and Trademark Security Agreement as of the date first written above.

TCF NATIONAL BANK

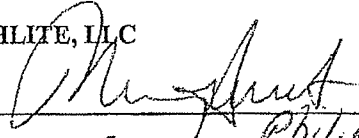
By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have entered into this Patent, Copyright,
License and Trademark Security Agreement as of the date first above written.

EARTHLITE ACQUISITION, INC.

By: _____
Name: _____
Title: _____

EARTHLITE, LLC

By:  _____
Name: Philipe Barrot
Title: CFO

IN WITNESS WHEREOF, the parties hereto have entered into this Patent, Copyright, License and Trademark Security Agreement as of the date first above written.

EARTHLITE ACQUISITION, INC.

By: _____
Name: _____
Title: _____

EARTHLITE, LLC

By: _____
Name: _____
Title: _____

The undersigned accepts and agrees to the foregoing Patent, Copyright, License and Trademark Security Agreement as of the date first written above.

TCF NATIONAL BANK

By: Thomas G. Karle
Name: Thomas G. Karle
Title: SVP

Schedule A

Patents and Patent Applications

Type	App S/N Number/Pat No / Reg No	Our File Number	Title	Description	Filing/ Issued/ Registration Date
design patent	D533,667	20005.47D	MESSAGE TABLE (Design)	Contouring Portable Table Top Shape	Issued 12/12/06
design patent	D545,595	20005.45.3	ENDPLATE (Design)	Unique NC Etched Portable Table Endplate Design 1	Issued 7/3/07
design patent	D546,098	20005.45.4	ENDPLATE (Design)	Unique NC Etched Portable Table Endplate Design 2	Issued 7/10/07
design patent	D546,099	20005.45.5	ENDPLATE (Design)	Unique NC Etched Portable Table Endplate Design 3	Issued 7/10/07
design patent	D548,498	20005.45.1	ENDPLATE (Design)	Unique NC Etched Portable Table Endplate Design 4	Issued 8/14/07
design patent	D555,249	20005.46.1	MESSAGE CHAIR (Design)	Vortex Massage Chair Unique Shape	Issued 11/3/07
design patent	D555,794 S	20005.46.2	MESSAGE PAD (Design)	Vortex Massage Chair Contouring Knee Pad Shape	Issued 11/20/07
utility patent	2008304506	20005.59.AU	HEADREST ASSEMBLY FOR A MESSAGE DEVICE	Australia filing	Issued 7/10/14
utility patent	6,151,734	20005.100	HEAD SUPPORT APPARATUS	Design enabling use of facecradle patent with a standard bed mattress.	Issued 11/28/00
utility patent	6,163,904	20005.24	ARTICULATED TABLE FOR SUPPORTING A PERSON	Design enabling smooth pinchpointless adjustment of table top	Issued 12/26/00
utility patent	9,072,645		HEIGHT ADJUSTMENT MECHANISM FOR A MESSAGE TABLE	Motor concealed in top frame give table a mechanical advantage	Issued 8/3/03
utility patent	6,698,831	20005.56	ADJUSTABLE CHAIR (acquired from Lloyd)	Removable knee pads on massage chair - great for injured/disabled clients	Issued 3/2/04
utility patent	6,729,690	20005.02	COMPACT FOLDABLE MESSAGE CHAIR	Enables very compact folding of portable massage chair	Issued 5/4/04
utility patent	6,769,736	20005.14	POSITIONING MECHANISM FOR A MESSAGE CHAIR	Allows for unique chest adjustment for improved massage chair comfort	Issued 8/3/04
utility patent	7,452,032	20005.48	ARMREST ASSEMBLY FOR A RESTING DEVICE	Mechanical Pivot and Height Articulation for Stationary Spa/Massage Table Arm rests	Issued 11/18/08
utility patent	7,610,639	20005.41.4	HEADREST ASSEMBLY With IMPROVED ADJUSTABILITY FOR A MESSAGE DEVICE	Mechanical Articulation, 4-bar link, that allows full range of adjustment on the Face Rest Platforms - Flex Rest, Caress, etc.	Issued 11/3/09
utility patent	7,636,968	20005.41.3	FLEXIBLE HEADREST ASSEMBLY WITH NON- SKID CONTACT FOR A MESSAGE DEVICE	Face Rest Cushioning System with Resilient and non-skid support Frame	Issued 12/29/09
utility patent	7,640,609	20005.41.1	HEADREST ASSEMBLY FOR A MESSAGE DEVICE	Full Articulating Support Members that Cradle Ones Face While lying on Platform	Issued 1/5/10

Type	App S/N Number/Pat No / Reg No	Our File Number	Title	Description	Filing/ Issued/ Registration Date
utility patent	7,761,943	20005.59	HEADREST ASSEMBLY FOR A MASSAGE DEVICE	Resilient Forming Face Support on a Massage Face Platform - Flex rest	Issued 7/27/10
utility patent	7,823,517	20005.47	MESSAGE TABLE WITH CURVED FRAME	Contouring Portable Table Top Shape That Allows Therapist Closer Access to Client	Issued 11/2/10
utility patent	7,966,947	20005.57	RESTING DEVICE ASSEMBLY INCLUDING A TABLE AND A TROLLEY	Spa/Massage Stationary Table that Incorporates a removable Storage Trolley	Issued 6/28/11
utility patent	7,979,933	20005.41.5	HEADREST ASSEMBLY WITH IMPROVED FLEXIBILITY FOR A MASSAGE DEVICE	Fully articulating facerest panels which reduces sinus pressure	Issued 7/19/11
utility patent	7,979,934	20005.41.2	HEADREST ASSEMBLY FOR A MASSAGE DEVICE WITH TIMED SUPPORT ARMS AND ARM CONNECTOR NEAR THE FOREHEAD	Single Handle Lock Assembly Used on the Spa and Massage Face Rest Platform Support	Issued 7/19/11
utility patent	8,256,360	20005.43	MESSAGE TABLE WITH SECURE LOCK LEGS	Unique locking mechanism which reduces table shimmy during use	Issued 9/4/12
utility patent	8,499,386	20005.62	ADJUSTABLE COVER FOR A MASSAGE DEVICE	Unique breast comfort cushioning system with pregnancy option	Issued 8/6/13
utility patent	Japan 5,412,434	20005.59.JP	HEADREST ASSEMBLY FOR A MASSAGE DEVICE	Fully articulating facerest which flexes to reduce sinus pressure	Issued 11/15/13
utility patent	Europe 2,194,813 Germany, France, Great Britain, Netherlands, Sweden	20005.59.EPO	HEADREST ASSEMBLY FOR A MASSAGE DEVICE	Fully articulating facerest which flexes to reduce sinus pressure	Issued 2/26/14
U.S. Patent Application (Provisional)	62/232,812	20005.75PRV	Salon Table movable arms	Essex Pedicure Chair Ergonomic Seat Entry "Retracting Arms"	Filed 9/25/2015
U.S. Patent Application (Provisional)	PCT./US14/ 11100	20005.67.PCT	SALON TREATMENT ASSEMBLY WITH MOVABLE SALON CHAIR AND HARD- PLUMBED FOOT BATH	Unique space saving design, allows both manicure and pedicure use in one chair	Filed 1/10/14
U.S. Patent Application (Utility)	14/655,883	20005.67	SALON TREATMENT ASSEMBLY WITH MOVABLE SALON CHAIR AND HARD- PLUMBED FOOT BATH	Unique space saving design, allows both manicure and pedicure use in one chair	Filed 6/26/2015

Type	App S/N Number/Pat No / Reg No	Our File Number	Title	Description	Filing/ Issued/ Registration Date
U.S. Patent Application (Provisional)	serial # 62/311135	20005.77.PR.V	LEG ASSEMBLY FOR A MASSAGE TABLE	Ellora Split Leg for Eye Lash Franchise	Filed 3/21/2016
U.S. Copyright Registration	VA000101429 8		Stylized Earth	Art original	Registered 10/5/01
App Serial No. / Patent No.	PUB DATE	TITLE	PRIORITY DATE	APP DATE	APPLICANT
<u>CA2216253C</u>	2002-05-14	COLLAPSIBLE MASSAGE TABLE TABLE DE MASSAGE REPLIABLE	1996-09-23	1997-09-23	EARTHLITE MASSAGE TABLES INC.,VISTA,CA, US
<u>CA2429783A1</u>	2002-06-13	COMPACT FOLDABLE MASSAGE CHAIR CHAISE DE MASSAGE PLIABLE COMPACTE	2000-12-05 2001-11-30	2001-11-30	EARTHLITE MASSAGE TABLES INC.,VISTA,US
<u>CA2467169A1</u>	2003-05-22	POSITIONING MECHANISM FOR A MASSAGE CHAIR MECANISME DE POSITIONNE MENT POUR CHAISE DE MASSAGE	2001-11-13 2002-11-12	2002-11-12	EARTHLITE MASSAGE TABLES INC.,VISTA,US
<u>EP1345511A4</u>	2005-07-27	COMPACT FOLDABLE MASSAGE CHAIR KOMPAKTER ZUSAMMEN KLAPPBARE R MASSAGEST UHL CHAISE DE MASSAGE PLIABLE COMPACTE	2000-12-05 2001-11-30	2001-11-30	EARTHLITE MASSAGE TABLES INC

Type	App S/N Number/Pat No / Reg No	Our File Number	Title	Description	Filing/ Issued/ Registration Date
<u>EP1453722A4</u>	2005-06-22	POSITIONING MECHANISM FOR A MASSAGE CHAIR POSITIONIER MECHANISM US FÜR MASSAGESE SSEL MECANISME DE POSITIONNE MENT POUR CHAISE DE MASSAGE	2001-11-13 2002-11-12	2002-11-12	EARTHLITE MASSAGE TABLES INC
<u>EP1898747B1</u>	2015-11-11	HEADREST ASSEMBLY FOR A MASSAGE DEVICE KOPFSTÜTZA NORDNUNG FÜR EINE MASSAGEVO RRICHTUNG ENSEMBLE APPUIE-TETE POUR DISPOSITIF DE MASSAGE	2005-06-14 2006-06-13 2006- 06-13 2006-06-13 2006-06-13 2006-06-13 2006-06-14	2006-06-14	Earthlite Massage Tables Inc., Vista, CA 92083,US,100114 085
<u>EP2939570A1</u>	2015-11-04	HEADREST ASSEMBLY FOR A MASSAGE DEVICE KOPFSTÜTZE NANORDNU NG FÜR EINE MASSAGEVO RRICHTUNG ENSEMBLE APPUI-TÊTE POUR UN DISPOSITIF DE MASSAGE	2005-06-14 2006-06-13 2006- 06-13 2006-06-13 2006-06-13 2006-06-13 2006-06-14	2006-06-14	Earthlite Massage Tables Inc., Vista, CA 92083,US,100114 085
<u>WO2002045550 A9</u>	2002-10-17	COMPACT FOLDABLE MASSAGE CHAIR CHAISE DE MASSAGE PLIABLE COMPACTE	2000-12-05	2001-11-30	EARTHLITE MASSAGE TABLES INC

Type	App S/N Number/Pat No / Reg No	Our File Number	Title	Description	Filing/ Issued/ Registration Date
<u>WO2003042025</u> <u>A1</u>	2003-05-22	POSITIONING MECHANISM FOR A MASSAGE CHAIR MECANISME DE POSITIONNE MENT POUR CHAISE DE MASSAGE	2001-11-13	2002-11-12	EARTHLITE MASSAGE TABLES INC.,US
<u>WO2006127536</u> <u>A3</u>	2007-10-18	MASSAGE TABLE WITH SECURE LOCK LEGS TABLE DE MASSAGE POURVUE DE PIEDS A VERROUILLA GE SECURISE	2005-05-20 2006-05-18	2006-05-19	EARTHLITE MASSAGE TABLES INC.,US CHOW William W.,US
<u>WO2006138298</u> <u>A3</u>	2009-05-07	HEADREST ASSEMBLY FOR A MASSAGE DEVICE ENSEMBLE APPUIE-TETE POUR DISPOSITIF DE MASSAGE	2005-06-14 2006-06-13 2006- 06-13 2006-06-13 2006-06-13 2006-06-13	2006-06-14	EARTHLITE MASSAGE TABLES INC.,US ROLEDER Jon W.,US CHOW William W.,US
<u>WO2007143092</u> <u>A3</u>	2008-10-02	FURNITURE THAT CONVERTS INTO A MASSAGE DEVICE MEUBLE CONVERTIBL E EN DISPOSITIF DE MASSAGE	2006-06-02	2007-06-01	EARTHLITE MASSAGE TABLES INC.,US ROLEDER Jon W.,US SPLANE Robson L.,US ESTRADA Richard,US CHOW William W.,US
<u>WO2009042706</u> <u>A1</u>	2009-04-02	HEADREST ASSEMBLY FOR A MASSAGE DEVICE ENSEMBLE APPUI-TÊTE POUR UN DISPOSITIF DE MASSAGE	替换座椅头枕之按摩装置2008-09-24	2008-09-24	EARTHLITE MASSAGE TABLES INC.,US ROLEDER Jon W.,US CHOW William W.,US ESTRADA Richard V.,US

Type	App S/N Number/Pat No / Reg No	Our File Number	Title	Description	Filing/ Issued/ Registration Date
WO2012033857 <u>A1</u>	2012-03-15	HEIGHT ADJUSTMEN T MECHANISM FOR A MASSAGE TABLE MÉCANISME DE RÉGLAGE DE LA HAUTEUR POUR UNE TABLE DE MASSAGE	2010-09-07 2011-09-07	2011-09-07	EARTHLITE MASSAGE TABLES INC.,US GAMMAN Dave,US ROLEDER Jon W.,US
USD418689		MASSAGE TABLE		1998-12-03	

Schedule B

Copyrights

Type	App S/N Number/Pat No / Reg No	Our File Number	Title	Description	Filing/ Issued/ Registration Date
U.S. Copyright Registration	VA000101429 8		Stylized Earth	Art original	Registered 10/5/01

Schedule C

Patent and Copyright Licenses

None.

Schedule D

Trademarks, Service Marks

Type	App S/N Number/Pat No / Reg No	Our File Number	Title	Description	Filing/ Issued/ Registration Date
trademark	2,784,712	20005.13(TM)	AVILA	AVILA	Registered 11/18/03
trademark	2,628,062	20005.15 (TM)	DESIGN OF A STYLIZED GLOBE	DESIGN OF A STYLIZED GLOBE	Registered 10/1/02
trademark	3,082,035	20005.35 (TM)	EARTHLITE	EARTHLITE	Registered 4/18/06
trademark	3,062,815	20005.36 (TM)	EARTHLITE	EARTHLITE	Registered 2/28/06
trademark	Madrid Protocol 856,018	20005.36.MP (TM)	EARTHLITE	EARTHLITE	Registered 5/19/05
trademark	4,999,179	20005.40 (TM) JAPAN	EARTHLITE	EARTHLITE	Registered 10/27/06
trademark	Canada, TMA523,758	20005.100.CA	EARTHLITE & DESIGN	EARTHLITE & DESIGN	Registered
trademark	2,508,704	20005.05 (TM)	EARTHLITE WORLD'S #1 BRAND IN MASSAGE (DESIGN)	EARTHLITE WORLD'S #1 BRAND IN MASSAGE (DESIGN)	Registered 11/20/01
trademark	2,602,860	20005.100.2	ERGO-PRO	ERGO-PRO	Registered 7/30/02
trademark	4,860,865	20005.69 TM	HEALTHY DESKS (with logo)	HEALTHY DESKS (with logo)	Registered 3/17/15
trademark	2,532,768	20005.07 (TM)	INNER STRENGTH	INNER STRENGTH	Registered 1/22/02
trademark	4,840,157	20005.73 TM	LIVING EARTH CRAFTS (no logo)	LIVING EARTH CRAFTS (no logo)	Registered 10/27/15
trademark	1278278	20005.73Madrid	LIVING EARTH CRAFTS (no logo)- Filed in EP and China	LIVING EARTH CRAFTS (no logo)- Filed in EP and China	Filed 8/15/2015
trademark	4,840,145	20005.68 TM	LIVING EARTH CRAFTS (with new logo)	LIVING EARTH CRAFTS (with new logo)	Registered 10/27/15
trademark	4,864,320	20005.70 TM	Logo for HEALTHY DESKS	Logo for HEALTHY DESKS	Registered 12/1/15
trademark	2,180,158	20005.100.1	STRONGLITE	STRONGLITE	Registered 8/11/98
trademark	2,462,992	20005.04 (TM)	WORLD'S #1 BRAND IN MASSAGE	WORLD'S #1 BRAND IN MASSAGE	Registered 6/19/01
trademark	2,238,613	20005.20 (TM)	EARTHLITE (DESIGN)	EARTHLITE (DESIGN)	Registered 4/13/99
trademark	Canada TMA682,126		EARTHLITE	EARTHLITE	Registered 2/22/07

Schedule E

Trademark Licenses

None.

**SPECIAL POWER OF ATTORNEY
(Patent, Trademark, Copyright and License)**

STATE OF)
) SS.
COUNTY OF)

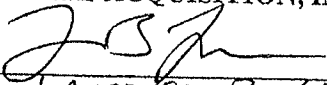
KNOW ALL MEN BY THESE PRESENTS, that Earthlite Acquisition, Inc., a Delaware corporation ("Parent"), and Earthlite, LLC, a California limited liability company ("Borrower"; Parent and Borrower are referred to herein, collectively, as "Obligors" and, individually, as an "Obligor"), pursuant to that certain Patent, Copyright, License and Trademark Security Agreement, dated July 11, 2016 (the "Collateral Agreement") among Obligors and TCF National Bank ("Lender"), each hereby appoints and constitutes Lender its true and lawful attorney, with full power of substitution, and with full power and authority to perform the following acts on behalf of such Obligor at and during the time periods specified in the Collateral Agreement:

1. Assigning, selling or otherwise disposing of all right, title and interest of such Obligor in and to the patents, copyrights, licenses and trademarks listed on Schedules A, B, C, D and E of the Collateral Agreement, and including those patents copyrights and licenses which are added to the same subsequent hereto, and all registrations and recordings thereof, and all pending applications therefor, and for the purpose of the recording, registering and filing of, or accomplishing any other formality with respect to, the foregoing, and to execute and deliver any and all agreements, documents, instruments of assignment or other writings necessary or advisable to effect such purpose; and
2. To execute any and all documents, statements, certificates or other writings necessary or advisable in order to effect the purposes described above as Lender may in its sole discretion determine.

[signatures appear on next page]

This power of attorney is made pursuant to that certain Credit Agreement, dated as of July 11, 2016, among the Obligor and the Lender and may not be revoked until the payment in full (other than Unasserted Contingent Indemnification Claims) of all liabilities and obligations of the Obligor under such Credit Agreement.

EARTHLITE ACQUISITION, INC.

By: 
Name: LAURENCE B. LEDERER
Title: VP

EARTHLITE, LLC

By: _____
Name: _____
Title: _____

This power of attorney is made pursuant to that certain Credit Agreement, dated as of July 11, 2016, among the Obligors and the Lender and may not be revoked until the payment in full (other than Unasserted Contingent Indemnification Claims) of all liabilities and obligations of the Obligors under such Credit Agreement.

EARTHLITE ACQUISITION, INC.

By: _____
Name: _____
Title: _____

EARTHLITE, LLC

By:  _____
Name: Philippe Barakat
Title: CEO