504513350 08/22/2017 PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4560055

| SUBMISSION TYPE: | | NEW ASSIGNMENT | NEW ASSIGNMENT | | | |
|---------------------------------------|---------------------|---|----------------------------------|--|--|--|
| NATURE OF CONVEYANCE: | | SECURITY INTEREST | SECURITY INTEREST | | | |
| CONVEYING PARTY | DATA | | | | | |
| | | Name | Execution Date | | | |
| EXEMPLIS LLC | | | 08/18/2017 | | | |
| RECEIVING PARTY D | ΑΤΑ | | | | | |
| Name: | JPMOR | DRGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT | | | | |
| Street Address: | 10 SOU ⁻ | DUTH DEARBORN | | | | |
| City: | CHICAG | CAGO | | | | |
| State/Country: | ILLINOIS | INOIS | | | | |
| Postal Code: | 60603 | 03 | | | | |
| | • | | | | | |
| PROPERTY NUMBER | S Total: 5 | | | | | |
| Property Type | | Number | | | | |
| Patent Number: 97 | | 706846 | | | | |
| Application Number: 2 | | 9557537 | | | | |
| Application Number: 2955 | | 9559455 | | | | |
| Application Number: 295 | | 9559457 | | | | |
| Application Number: | | 5089471 | | | | |
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| CORRESPONDENCE Fax Number: | | 214)981-3400 | | | | |
| | • | , | is unsuccessful, it will be sent | | | |
| using a fax number, i | f provided; | if that is unsuccessful, it will b | | | | |
| | | 14-981-3483 | | | | |
| | | clark@sidley.com | | | | |
| Correspondent Name Address Line 1: | | OUSAN CLARK, ESQ. SIDLEY AUSTIN LLP | | | | |
| Address Line 1: Address Line 2: | - | 021 MCKINNEY AVE., SUITE 20 | 200 | | | |
| Address Line 2: Address Line 4: | | ALLAS, TEXAS 75201 | 500 | | | |
| | | - | | | | |
| | | 36084-30018 | | | | |
| NAME OF SUBMITTER: | | | | | | |
| SIGNATURE: | | /Dusan Clark/ | | | | |
| DATE SIGNED: Total Attachments: 4 | | 08/22/2017 | | | | |
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CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES PATENTS

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES PATENTS (the "<u>Confirmatory Grant</u>") is made effective as of August 18, 2017 by and from EXEMPLIS LLC, a California limited liability company (the "<u>Grantor</u>"), to and in favor of JPMORGAN CHASE BANK, N.A., (the "<u>Grantee</u>") for itself and as Administrative Agent for the Secured Parties (as defined in the Credit Agreement referenced below).

WHEREAS, Grantor, the other Loan Parties, the Lenders and Grantee have entered into a Credit Agreement dated as of December 23, 2016 (as may be amended, restated, supplemented or otherwise modified from time to time, the "<u>Credit Agreement</u>").

WHEREAS, the Grantor and the other Loan Parties have entered into a Pledge and Security Agreement dated as of December 23, 2016 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, the Grantor owns the patent registrations and patent applications (the "<u>Patents</u>") listed on <u>Exhibit A</u> attached hereto, which Patents are issued or pending with the United States Patent and Trademark Office.

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

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) <u>Definitions</u>. All capitalized terms not defined herein shall have the respective meanings given to them in the Credit Agreement.

2) <u>The Security Interest</u>.

(a) This Confirmatory Grant is made to secure the prompt and complete performance and payment of all the Secured Obligations. Upon Payment in Full, the security interest acquired by Grantee under this Confirmatory Grant shall be automatically released and Grantee shall promptly execute, acknowledge, and deliver to Grantor all reasonably requested instruments, in writing or otherwise, evidencing such release.

(b) The Grantor hereby grants to Grantee a security interest in all of Grantor's right, title and interest in and to (1) the Patents, (2) all proceeds and products of the Patents, and (3) all causes of action arising prior to or after the date hereof for infringement of the Patents or unfair competition regarding the same. Nothing herein shall limit the Grantor's grant of a security interest in the foregoing assets or any other Collateral in favor of the Grantee to secure the Secured Obligations pursuant to the Security Agreement or any other Collateral Documents, all of which grants are hereby reaffirmed, ratified and confirmed.

PATENT REEL: 043353 FRAME: 0509 3) <u>Counterparts</u>. This Confirmatory Grant may be executed in any number of counterparts and by different parties in separate counterparts, 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

4) <u>Governing Law</u>. This Confirmatory Grant and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant of Security Interest in United States Patents effective as of the date first written above.

EXEMPLIS LLC By:

Name:Paul DeVriesTitle:Chief Executive Officer

CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES PATENTS

Exhibit A - SCHEDULE OF PATENTS

| OWNER | PATENT NAME | NUMBER | DATE FILED | STATUS |
|--------------|---|------------|------------|----------------------|
| Exemplis LLC | Chair back assembly | 9,706,846 | 6/9/2015 | Granted 7/18/2017 |
| Exemplis LLC | Chair (Lumin) | 29/557,537 | 3/9/2016 | Pending |
| Exemplis LLC | Seatback frame (Novo) | 29/559,455 | 3/28/2016 | Pending |
| Exemplis LLC | Lumbar support frame | 29/559,457 | 3/28/2016 | Pending |
| Exemplis LLC | Lumbar support adjuster (micro-adjustment) | 15/089,471 | 4/1/2016 | Pending |