### 504886857 04/26/2018

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4933598

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Execution Date
TOMMIE COPPER, INC.	04/25/2018
TOMMIE COPPER IP, INC.	04/25/2018
TOMMIE COPPER HOLDINGS, INC.	04/25/2018

### **RECEIVING PARTY DATA**

Name:	SECOND AVENUE CAPITAL PARTNERS, LLC		
Street Address:	75 SECOND AVENUE		
Internal Address:	SUITE 550		
City:	NEEDHAM		
State/Country:	MASSACHUSETTS		
Postal Code:	02494		

### **PROPERTY NUMBERS Total: 4**

Property Type	Number
Application Number:	62029198
Patent Number:	9758692
Application Number:	62275961
Application Number:	15395933

## **CORRESPONDENCE DATA**

Fax Number: (617)502-5002

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 617-248-5000

Email: PatentDocket@choate.com

CHOATE HALL & STEWART LLP-PATENT DOCKET **Correspondent Name:** 

TWO INTERNATIONAL PLACE Address Line 1:

Address Line 4: BOSTON, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	2013024-0001
NAME OF SUBMITTER:	JOHN J. CAHILL
SIGNATURE:	/John J. Cahill/
DATE SIGNED:	04/26/2018

# Total Attachments: 5 source=2013024-0001\_Security Interest#page1.tif source=2013024-0001\_Security Interest#page2.tif source=2013024-0001\_Security Interest#page3.tif source=2013024-0001\_Security Interest#page4.tif source=2013024-0001\_Security Interest#page5.tif

GRANT OF SECURITY INTEREST IN UNITED STATES PATENTS

April 25, 2018

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which

are hereby acknowledged, TOMMIE COPPER, INC., a Delaware corporation ("TC"),

**TOMMIE COPPER IP, INC.**, a Delaware corporation ("TCIP"), and **TOMMIE COPPER** 

HOLDINGS, INC., a Delaware corporation ("Holdings" and together with TC and TCIP, the

"Grantors" and each individually, a "Grantor"), each with a principal place of business located at

74-78 S. Moger Avenue, Mount Kisco, New York 10549, hereby grant to **SECOND AVENUE** 

CAPITAL PARTNERS, LLC, a Delaware limited liability company with offices at 75 Second

Avenue, Suite 550, Needham, MA 02494 (in its capacity as lender and together with any

successors in such capacities, the "Grantee"), a continuing security interest in (i) all of each

Grantor's, as applicable, right, title and interest in, to and under the United States patents, patent

registrations and patent applications (the "Patents"), including without limitation those set forth

on Schedule A attached hereto, (ii) all rights and privileges arising under applicable law with

respect to the Grantor's use of the Patents, (iii) any and all inventions and improvements

described and claimed therein, (iv) any and all reissues, divisions, continuations, renewals,

extensions and continuations-in-part thereof, (v) all income, fees, royalties, damages, claims and

payments now or hereafter due and/or payable with respect thereto including, without limitation,

damages and payments for past, present or future infringements thereof, (vi) rights corresponding

thereto throughout the world, and (vii) any and all rights to sue for past, present or future

infringements thereof (collectively the "Patent Collateral").

#7824411 v3 \026813 \0002

8623574v5

THIS GRANT (this "Grant") is made to secure the satisfactory performance and payment

of all the Obligations of each Grantor, as such term is defined in that certain Loan and Security

Agreement dated as of April 25, 2018 (as amended, restated, supplemented or otherwise

modified and in effect from time to time, the "Loan Agreement") by and between the Grantors

and the Grantee. The rights and remedies of the Grantee with respect to the security interest

granted herein are as set forth in the Loan Agreement all terms and provisions of which are

incorporated herein by reference. In the event that any provisions of this Grant are deemed to

conflict with the Loan Agreement, the provisions of the Loan Agreement shall govern.

This Grant of Security Interest in the Patent Collateral shall be released upon the payment

and performance of the Grantors' obligations under the Loan Agreement, whereupon the Grantee

shall execute all documents, make all filings, and take all other actions reasonably requested by

the Grantors to evidence and record the release of the security interests in the Patent Collateral

granted herein.

[Signature page follows]

#7824411 v3 \026813 \0002

2

8623574v5

IN WITNESS WHEREOF, each of the undersigned has duly executed and delivered this Grant as of the date above first written.

TOMMIE COPPER, INC., as Grantor

By:

Name: Brian Cooper Title: Vice President

TOMMIE COPPER IP, INC., as Grantor

By:

Name: Brian Cooper Title: Vice President

TOMMIE COPPER HOLDINGS, INC.,

as Grantor

By:

Name: Brian Cooper Title: Vice President

[Signature Page to Grant of Security Interest in Patents]

SECOND AVENUE CAPITAL PARTNERS, LLC, as Grantee

By: Vagavi Name: Chris O'Connor

Title: President

[Signature Page to Grant of Security Interest in Patents]

COT	₩S	Artic and	Artic	
COTTON PERFORMANCE PRODUCTS AND Patent METHODS OF THEIR MANUFACTURE	COTTON PERFORMANCE PRODUCTS AND Patent METHODS OF THEIR MANUFACTURE	Article with Reactive Metals Bound to its Surface Patent and Method	Article with Reactive Metals Bound to its Surface Patent and Method	
itent	itent	itent	itent	
SU	S	SN	S	
Published	Expired	Granted	Expired	
2016-12-30	2016-01-07	2015-07-24	2014-07-25	
15/395,933	62/275,961	14/808,611	62/029,198	
		2017-09-12 9,758,692		
		9,758,692		
Tommie Copper lp, Inc.	Tommie Copper lp, inc.	Tommie Copper lp, lnc.	Tommie Copper lp, inc.	
		2035-09-10		
	- a -	<b></b> -		

PATENT RECORDED: 04/26/2018 REEL: 045643 FRAME: 0955