# 505231074 12/11/2018

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT5277844

SUBMISSION TYPE:		NEW ASSIGNMENT				
NATURE OF CONVEYANCE:		SECURITY INTEREST				
CONVEYING PARTY D	<b>ATA</b>					
		Name		ution Date		
FRIDABABY, LLC				2018		
RECEIVING PARTY DA	ТА					
Name:	EAST WEST BANK, AS ADMINISTRATIVE AGENT					
Street Address:	135 N. LOS ROBLES AVENUE					
Internal Address:	3RD FLOOF	3RD FLOOR				
City:	PASADENA					
State/Country:	CALIFORNIA					
Postal Code:	91101					
PROPERTY NUMBERS	Total: 7					
Property Type		Number	7			
Patent Number: 8945		182	_			
Patent Number: D740		430				
PCT Number: US14		62274				
Patent Number: D753		3292	-			
Application Number: 1470		5633	-			
Patent Number: 9463		143	-			
Application Number:	1598	1820	-			
			_J			
CORRESPONDENCE D	ΑΤΑ					
Fax Number:	(312)	902-1061				
		e-mail address first; if that is u		be sent		
Phone:	-	<b>hat is unsuccessful, it will be se</b> 577-8446	nii via US Mall.			
Email:		vickie.lee@kattenlaw.com				
Correspondent Name:		VICKIE LEE C/O KATTEN MUCHIN ROSENMAN				
Address Line 1:	525 V	525 WEST MONROE STREET				
Address Line 4:	CHIC	CHICAGO, ILLINOIS 60661				
ATTORNEY DOCKET NU	JMBER:	332779.00021				
NAME OF SUBMITTER:		VICKIE LEE				
SIGNATURE:						

DATE SIGNED:	12/11/2018				
Total Attachments: 4					
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#### PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT dated as of December 11, 2018 (as amended, restated, supplemented or otherwise modified from time to time, this "<u>Agreement</u>"), is made by FRIDABABY, LLC, a Delaware limited liability company (the "<u>Grantor</u>"), in favor of EAST WEST BANK, as administrative agent (in such capacity, the "<u>Administrative Agent</u>") for the lenders party to that certain Credit Agreement dated as of December 14, 2017 among Grantor, the several banks and other lenders from time to time party thereto (the "<u>Lenders</u>", and collectively with the Administrative Agent, the "<u>Creditor Parties</u>"), and the Administrative Agent, as amended by that certain First Amendment to Credit Agreement dated as of the date hereof (and as may be further amended, restated, supplemented or otherwise modified from time to time, the "<u>Credit Agreement</u>").

Reference is also made to that certain Security Agreement dated as of December 14, 2017, as amended by that certain First Amendment to Security Agreement dated as of the date hereof (and as may be further amended, restated, supplemented or otherwise modified from time to time, the "<u>Security Agreement</u>"), by the Grantor and the other parties thereto in favor of the Administrative Agent for the benefit of the Creditor Parties.

The Lenders have agreed to extend credit to the Grantor subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantor will derive substantial benefit from the extension of credit pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit.

Accordingly, the parties hereto agree as follows:

SECTION 1. *Terms*. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or the Credit Agreement, as applicable. The rules of construction specified in Section 1.2 of the Credit Agreement also apply to this Agreement.

SECTION 2. *Grant of Security Interest*. As security for the payment or performance, as the case may be, in full of the Obligations, Grantor, pursuant to the Security Agreement, did, and hereby does, grant to Administrative Agent, its successors and assigns, for the benefit of the Creditor Parties, a security interest in, all of Grantor's right, title or interest in or to any and all of the patent registrations or applications for registration set forth in Schedule I attached hereto (the "<u>Patents</u>").

SECTION 3. *Security Agreement*. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Creditor Parties with respect to the Patents are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between

the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. *Governing Law*. This Agreement shall be construed in accordance with and governed by the laws of the State of California.

SECTION 5. *Execution In Counterparts*. This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument. Any signature delivered by a party via facsimile or electronic transmission shall be deemed to be an original signature hereto.

[Remainder of this page intentionally left blank]

**IN WITNESS WHEREOF**, the Grantor has duly executed this Agreement as of the day and year first hereinabove set forth.

### **<u>GRANTOR</u>**:

**FRIDABABY, LLC**, a Delaware limited liability company

Collen By:

Name: Chelsea Hirschhorn Title: Chief Executive Officer

## <u>Schedule I</u>

#### **Patent Applications/Patents**

Owner of Record	Jurisdiction	Application No.	Application Date	Registration No.	Title
FridaBaby, LLC	United States	14/062736	10/24/2013	8945182	APPARATUS AND METHODS FOR ORAL ADMINISTRATION OF FLUIDS AND MEDICAL INSTRUMENTATION
FridaBaby, LLC	United States	29/468330	9/27/2013	D740,430	FLUID DISPENSING PACIFIER
FridaBaby, LLC	РСТ	PCT/US2014/62274	10/24/2014	Pending	APPARATUS AND METHODS FOR ORAL ADMINISTRATION OF FLUIDS AND MEDICAL INSTRUMENTATION
FridaBaby, LLC	United States	29/468331	9/27/2013	D753,292	FLUID DISPENSING AMPOULE
FridaBaby, LLC	United States	14/705633	05/06/15	Pending	APPARATUS AND METHODS FOR ORAL ADMINISTRATION OF FLUIDS AND MEDICAL INSTRUMENTATION
FridaBaby, LLC	United States	14/250734	10/24/2013	9463143	APPARATUS AND METHODS FOR ORAL ADMINISTRATION OF FLUIDS AND MEDICAL INSTRUMENTATION
FridaBaby, LLC	United States	15/981820	05/16/2018	Pending	APPARATUS AND METHODS FOR ORAL ADMINISTRATION OF FLUIDS AND MEDICAL INSTRUMENTATION

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**RECORDED: 12/11/2018**