

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT5356779

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
PROJECT COMFORT BUYER, INC.	02/01/2019
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	MIDCAP FINANCIAL TRUST
<b>Street Address:</b>	7255 WOODMONT AVENUE
<b>Internal Address:</b>	SUITE 200
<b>City:</b>	BETHESDA
<b>State/Country:</b>	MARYLAND
<b>Postal Code:</b>	20814
<b>PROPERTY NUMBERS Total: 7</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	D794131
Patent Number:	D794132
Patent Number:	D592075
Patent Number:	7322139
Patent Number:	D541696
Patent Number:	6527617
Application Number:	15478630
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(310)557-2193
<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>	
<b>Phone:</b>	310-557-2900
<b>Email:</b>	klathrop@proskauer.com
<b>Correspondent Name:</b>	PROSKAUER ROSE LLP
<b>Address Line 1:</b>	2029 CENTURY PARK EAST, SUITE 2400
<b>Address Line 2:</b>	C/O KIMBERLEY A. LATHROP
<b>Address Line 4:</b>	LOS ANGELES, CALIFORNIA 90067
<b>ATTORNEY DOCKET NUMBER:</b>	11964.144
<b>NAME OF SUBMITTER:</b>	KIMBERLEY A. LATHROP
<b>SIGNATURE:</b>	/Kimberley A. Lathrop/

PATENT

<b>DATE SIGNED:</b>	02/01/2019
<b>Total Attachments: 5</b> source=07. Patent Security Agreement#page1.tif source=07. Patent Security Agreement#page2.tif source=07. Patent Security Agreement#page3.tif source=07. Patent Security Agreement#page4.tif source=07. Patent Security Agreement#page5.tif	

## PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT (this “**Patent Security Agreement**”) is entered into as of February 1, 2019 among Grantors listed on the signature pages hereof (collectively, “**Grantors**” and, each, individually, “**Grantor**”) and MIDCAP FINANCIAL TRUST, in its capacity as administrative agent for the Lenders (together with its successors and permitted assigns in such capacity, “**Administrative Agent**”).

### W I N E S S E T H:

**WHEREAS**, pursuant to that certain Credit and Guaranty Agreement, dated as of February 1, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, including all annexes, exhibits and schedules thereto, the “**Credit Agreement**”), among PROJECT COMFORT BUYER, INC., a Delaware corporation (“**Administrative Borrower**”; and together with any other Person that becomes a Borrower thereunder from time to time, collectively, “**Borrowers**”, and, each, “**Borrower**”), PROJECT COMFORT TOPCO, INC., a Delaware corporation (“**Holdings**”), the other Subsidiaries (as defined therein) of Holdings from time to time party thereto, as Guarantors (as defined therein), the financial institutions from time to time party thereto, as Lenders (as defined therein), and Administrative Agent, Lenders have agreed to make Loans (as defined therein) and other financial accommodations to Borrowers from time to time pursuant to the terms and subject to the conditions set forth therein;

**WHEREAS**, Lenders are willing to make Loans to and each LC Issuer (as defined in the Credit Agreement) is willing to issue Letters of Credit (as defined in the Credit Agreement) on behalf of Borrowers as provided for in the Credit Agreement, upon the condition, among others, that Grantors shall have executed and delivered to Administrative Agent, for the benefit of the Secured Parties (as defined in the Security Agreement, defined below), that certain Security and Pledge Agreement dated as of February 1, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, including all schedules and exhibits thereto, the “**Security Agreement**”); and

**WHEREAS**, pursuant to the Security Agreement, Grantors are required to execute and deliver to Administrative Agent, for the benefit of the Secured Parties, this Patent Security Agreement.

**NOW, THEREFORE**, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or the Credit Agreement, as the context requires.

2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. Each Grantor hereby grants to Administrative Agent, for the benefit of the Secured Parties, a valid and continuing security interest in and Lien on all of such Grantor’s right, title and interest in, to and

under the following, whether presently existing or hereafter created or acquired, except to the extent constituting Excluded Collateral (collectively, the “**Patent Collateral**”):

(a) all of such Grantor’s Patents and Patent applications, including, without limitation, those U.S. issued Patents and pending Patent applications referred to on Schedule 1 hereto;

(b) all reissues, divisionals, continuations, continuations in part, substitutes, extensions, modifications or renewals of and improvements on the foregoing; and

(c) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement, misappropriation or dilution of any Patent.

3. SECURITY FOR OBLIGATIONS. This Patent Security Agreement and the security interest created hereby secure the payment and performance of all the Secured Obligations of each Grantor, whether now existing or arising hereafter.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Patent Security Agreement are granted in conjunction with and in furtherance of the security interests and Liens granted to Administrative Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Each party hereto hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein, and to the extent a conflict exists, the terms of the Security Agreement control.

5. SUCCESSORS IN INTEREST. This Patent Security Agreement shall be binding upon each Grantor, its successors and assigns, and shall inure, together with the rights and remedies of Administrative Agent and the other Secured Parties hereunder, to the benefit of Administrative Agent and the other Secured Parties and their respective successors and permitted assigns.

6. MISCELLANEOUS. The terms and provisions of Section **1.3** (*Other Definitional Provisions*) Article **9** (*Expenses and Indemnity*), Sections **12.1** (*Survival*), **12.2** (*No Waivers*), **12.3** (*Notices*), **12.4** (*Severability*), **12.5** (*Amendments and Waivers*), **12.7** (*Headings*), **12.10** (*GOVERNING LAW; SUBMISSION TO JURISDICTION*) **12.11** (*WAIVER OF JURY TRIAL*), Section **12.13** (*Counterparts; Integration*) and **12.15** (*No Strict Construction*) of the Credit Agreement are hereby incorporated herein by reference and shall apply to this Patent Security Agreement *mutatis mutandis* as if fully set forth herein.

[Signature pages follow]

IN WITNESS WHEREOF, each Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**GRANTORS:**

**PROJECT COMFORT BUYER, INC.,**  
as a Grantor

By: \_\_\_\_\_

Name: George Jones

Title: Chief Executive Officer, President and  
Secretary

**ACKNOWLEDGED AND AGREED:**

**MIDCAP FINANCIAL TRUST,**  
as Administrative Agent

By: Apollo Capital Management, L.P.,  
its investment manager

By: Apollo Capital Management GP, LLC,  
its general partner

By:   
Name: Maurice Amsellem  
Title: Authorized Signatory

**SCHEDULE 1**  
**TO**  
**PATENT SECURITY AGREEMENT**

**U.S. ISSUED PATENTS**

<b>No.</b>	<b>Title</b>	<b>Application No./ Filing Date</b>	<b>Patent No./ Issue Date</b>	<b>Grantor</b>
<b>1</b>	Ball toy	29578099 19-Sep-16	D794131 08-Aug-17	Project Comfort Buyer, Inc.
<b>2</b>	Ball toy	29578102 19-Sep-16	D794132 08-Aug-17	Project Comfort Buyer, Inc.
<b>3</b>	Package	29222980 07-Feb-05	D592075 12-May-19	Project Comfort Buyer, Inc.
<b>4</b>	Picture frame holder	11097524 01-Apr-05	7322139 29-Jan-08	Project Comfort Buyer, Inc.
<b>5</b>	Soft sculpture	29237460 30-Aug-05	D541696 01-May-07	Project Comfort Buyer, Inc.
<b>6</b>	Method of making a personalized stuffed toy	10247881 19-Sep-02	6527617 04-Mar-03	Project Comfort Buyer, Inc.

**U.S. PATENT APPLICATIONS**

<b>Grantor</b>	<b>Title</b>	<b>Application Number</b>	<b>Filing Date</b>
Project Comfort Buyer, Inc.	Head Mask with Cushioned Collars	15478630	04-Apr-17