

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT5889843

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Execution Date
PERFORMANCE HEALTH GROUP, LLC	12/31/2019

RECEIVING PARTY DATA

Name:	DEUTSCHE BANK AG NEW YORK BRANCH
Street Address:	60 WALL STREET
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10005

PROPERTY NUMBERS Total: 8

Property Type	Number
Patent Number:	D844149
Patent Number:	D771826
Patent Number:	D771825
Patent Number:	9486387
Patent Number:	9039640
Patent Number:	8821352
Patent Number:	8944976
Patent Number:	9022908

CORRESPONDENCE DATA

Fax Number: (800)494-7512

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.

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ATTORNEY DOCKET NUMBER:	1170286 1L PAT A
NAME OF SUBMITTER:	WENNY ZHU

PATENT

SIGNATURE:	/Wenny Zhu/
DATE SIGNED:	12/31/2019
Total Attachments: 5 source=A- 1L Patent Security Agreement#page2.tif source=A- 1L Patent Security Agreement#page3.tif source=A- 1L Patent Security Agreement#page4.tif source=A- 1L Patent Security Agreement#page5.tif source=A- 1L Patent Security Agreement#page6.tif	

PATENT SECURITY AGREEMENT

This **PATENT SECURITY AGREEMENT**, dated as of December 31, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “**Agreement**”), is made by the entities identified as grantors on the signature pages hereto (collectively, the “**Grantors**”) in favor of Deutsche Bank AG New York Branch, as Administrative Agent for the Secured Parties (in such capacity and together with its successors and permitted assigns in such capacity, the “**Administrative Agent**”).

WHEREAS, Lanai Holdings III, Inc., a Delaware corporation, Lanai Holdings II, Inc., a Delaware corporation, and certain other Grantors are party to a First Lien Security Agreement, dated as of August 28, 2015 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), between each of the Grantors and the other grantors party thereto and the Administrative Agent, pursuant to which the Grantors granted a security interest to the Administrative Agent in the Patent Collateral (as defined below) and are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Administrative Agent as follows:

SECTION. 1. DEFINED TERMS

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. GRANT OF SECURITY INTEREST

As collateral security for the payment in full when due (whether at the stated maturity, by acceleration or otherwise) and performance of the Secured Obligations, each Grantor hereby grants to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties (other than Excluded Assets) now owned or at any time hereafter owned or acquired by such Grantor or which such Grantor at any time in the future may own or acquire (collectively, the “**Patent Collateral**”):

(i) (a) all letters patent of the United States in or to which any Grantor now or hereafter owns or acquires any right, title or interest, all registrations and recordings thereof, and all applications for letters patent of the United States, including registrations, recordings and pending applications in the USPTO including any of the foregoing listed in Schedule A; and (b) all reissues, continuations, divisions, continuations-in-part, renewals, improvements or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein, including any of the foregoing listed in Schedule A;

(ii) any written agreement, now or hereafter in effect, granting to any third party any right to make, use or sell any invention on which a Patent, now or hereafter owned by any Grantor or that any Grantor otherwise has the right to license, is in existence, or granting to any Grantor any right to make, use or sell any invention on which a Patent, now or hereafter owned by any third party, is in existence, and all rights of any Grantor under any such agreement; and

(iii) to the extent not otherwise included, all additions, improvements, Proceeds, products, accessions, rents, profits, renewals, extensions, rights to sue or otherwise recover for infringements or other violations thereof of any and all of the foregoing and all Supporting Obligations, collateral security and guarantees given by any Person with respect to any of the foregoing throughout the world.

SECTION 3. SECURITY AGREEMENT

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the Secured Parties pursuant to the Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the 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. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. GOVERNING LAW

THIS AGREEMENT AND ANY CLAIM OR CONTROVERSY RELATING TO THE SUBJECT MATTER HEREOF, WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE, SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.


SECTION 5. COUNTERPARTS

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

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

PERFORMANCE HEALTH GROUP, LLC

By: 
Name: Gregory M. Nulty
Title: Chief Financial Officer

[Signature Page to First Lien Patent Security Agreement]

PATENT
REEL: 051393 FRAME: 0548

DEUTSCHE BANK AG NEW YORK BRANCH
as Administrative Agent

By: 

Name: Michael Strobel
Title: Vice President

By: 

Name: Yumi Okabe
Title: Vice President

[Signature Page to First Lien Patent Security Agreement]

SCHEDULE A
to
PATENT SECURITY AGREEMENT

PATENTS AND PATENT APPLICATIONS

Performance Health Group, LLC

Title	Patent number	Grant date	Application number	Application date
Elastic tape	D844149	2019-03-26	29583656	2016-11-08
Elastic tape	D771826	2016-11-15	29517474	2015-02-12
Elastic tape	D771825	2016-11-15	29512954	2014-12-23
Myofascial roller wrap	9486387	2016-11-08	14475460	2014-09-02
Portable roller massager	9039640	2015-05-26	13274438	2011-10-17
Myofascial roller wrap	8821352	2014-09-02	13270366	2011-10-11
Exercise device	8944976	2015-02-03	13766687	2013-02-13
Exercise device	9022908	2015-05-05	13827445	2013-03-14