

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT6184887

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	PATENT SECURITY AGREEMENT	
<b>CONVEYING PARTY DATA</b>		
<b>Name</b>		<b>Execution Date</b>
BEAR DOWN BRANDS, LLC		06/23/2020
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	PNC BANK, NATIONAL ASSOCIATION	
<b>Street Address:</b>	500 FIRST AVENUE	
<b>City:</b>	PITTSBURGH	
<b>State/Country:</b>	PENNSYLVANIA	
<b>Postal Code:</b>	15219	
<b>PROPERTY NUMBERS Total: 24</b>		
<b>Property Type</b>	<b>Number</b>	
Patent Number:	D704851	
Patent Number:	D700973	
Patent Number:	D734528	
Patent Number:	D524962	
Patent Number:	D555264	
Patent Number:	D692608	
Patent Number:	D483147	
Patent Number:	D545995	
Patent Number:	D807522	
Patent Number:	D553777	
Patent Number:	D760398	
Patent Number:	D760913	
Patent Number:	D481471	
Patent Number:	8105532	
Patent Number:	8330121	
Application Number:	29667744	
Application Number:	29667748	
Application Number:	29667757	
Application Number:	29667760	
Application Number:	29667764	

PATENT

Property Type	Number
Application Number:	29701664
Application Number:	16169401
Application Number:	16414187
Application Number:	16704150

#### **CORRESPONDENCE DATA**

**Fax Number:** (617)523-6850

*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:** 617-523-2700

**Email:** susan.dinicola@hklaw.com,kate.ferrara@hklaw.com

**Correspondent Name:** HOLLAND & KNIGHT LLP

**Address Line 1:** 10 ST. JAMES AVENUE

**Address Line 4:** BOSTON, MASSACHUSETTS 02116

<b>ATTORNEY DOCKET NUMBER:</b>	057833.00139
<b>NAME OF SUBMITTER:</b>	SUSAN C. DINICOLA
<b>SIGNATURE:</b>	/Susan C. DiNicola/
<b>DATE SIGNED:</b>	07/03/2020

#### **Total Attachments: 6**

source=PNC\_Bear Down - Patent Security Agreement#page1.tif  
source=PNC\_Bear Down - Patent Security Agreement#page2.tif  
source=PNC\_Bear Down - Patent Security Agreement#page3.tif  
source=PNC\_Bear Down - Patent Security Agreement#page4.tif  
source=PNC\_Bear Down - Patent Security Agreement#page5.tif  
source=PNC\_Bear Down - Patent Security Agreement#page6.tif

## PATENT SECURITY AGREEMENT

**THIS PATENT SECURITY AGREEMENT** (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time this "Patent Security Agreement") is made as of this 23rd day of June, 2020, among the Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually a "Grantor"), and PNC BANK, NATIONAL ASSOCIATION, in its capacity as agent for the Lenders (together with its successors and assigns in such capacity, "Agent").

WHEREAS, pursuant to that certain Revolving Credit and Security Agreement and Guaranty dated as of July 31, 2019 (as amended, restated, amended and restated, extended, supplemented and/or otherwise modified from time to time, the "Credit Agreement") among BEAR DOWN BRANDS, LLC, a Delaware limited liability company ("Bear Down Brands"), BEAR DOWN ASSOCIATES, LLC, a Delaware limited liability company ("Bear Down Associates"), and together with Bear Down Brands and each other Person from time to time joined as a party thereto as a borrower, and all of their respective permitted successors and assigns, the "Borrowers", and each a "Borrower"), TS-BEAR, LLC, a Delaware limited liability company and TP-BHC, LP, a Delaware limited partnership, as Guarantor, and each other Person from time to time joined as a party thereto as a Guarantor, the lenders from time to time party thereto (the "Lenders"), and Agent, the Lenders agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof;

WHEREAS, pursuant to the Credit Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lenders, 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 Credit Agreement.

2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. Each Grantor hereby grants to Agent, for the benefit of the Lenders, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Patent Collateral"):

(a) all of such Grantor's patents, of any class or type, including utility patents, utility models, design patents, invention certificates, reexaminations, reissues, extensions, and renewals, (collectively, "Patents"), and licenses for any of the foregoing ("Licenses"), including those referred to on Schedule I hereto;

(b) all applications (including provisional and nonprovisional applications), continuations, divisionals, continuations-in-part, continuing prosecution applications, and improvements for, or related to, any Patents; and

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

3. SECURITY FOR OBLIGATIONS. This Patent Security Agreement and the security interest created hereby secure the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Patent Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to Agent, the Lenders or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Grantor.

4. CREDIT AGREEMENT. The security interests granted pursuant to this Patent Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lenders, pursuant to the Credit Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new Patents or Licenses for Patents, this Patent Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new Patents or Licenses for Patents. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize Agent unilaterally to modify this Patent Security Agreement by amending Schedule I to include any such new Patents or Licenses for Patents of Grantors. Notwithstanding the foregoing, no failure to so modify this Patent Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Patent Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Patent Security Agreement or any Other Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Patent Security Agreement or any Other Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Patent Security Agreement or any Other Document refer to this Patent Security Agreement or such Other Document, as the case may be, as a whole and not to any particular provision of this Patent Security Agreement or such Other Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Patent Security Agreement unless otherwise specified. Any reference in this Patent Security Agreement or in any Other Document to any agreement,

instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any Other Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms of the Credit Agreement) of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns.

*[Remainder of page intentionally left blank signature page follows.]*

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:

BEAR DOWN BRANDS, LLC  
a Delaware limited liability company

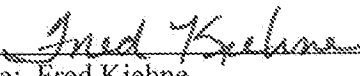
By: 

Name: Scott Perlman

Title: Chief Financial Officer

ACCEPTED AND  
ACKNOWLEDGED BY:

PNC BANK, NATIONAL ASSOCIATION,  
as Agent

By:   
Name: Fred Kiehne  
Title: Senior Vice President

**SCHEDULE I**  
**TO**  
**PATENT SECURITY AGREEMENT**

**Patents**

<b><u>Loan Party</u></b>	<b><u>Country</u></b>	<b><u>Title</u></b>	<b><u>Status</u></b>	<b><u>Filing Date</u></b>	<b><u>Appln. No.</u></b>	<b><u>Date Issued</u></b>	<b><u>Patent No.</u></b>
Bear Down Brands, LLC	United States	Light Therapy Lamp	GRANTED	09/14/2012	29/432,394	05/13/2014	D704,851
Bear Down Brands, LLC	United States	Light Therapy Lamp	GRANTED	05/01/2013	29/453,658	03/11/2014	D700,973
Bear Down Brands, LLC	United States	Table Lamp	GRANTED	05/01/2013	29/453,659	07/14/2015	D734,528
Bear Down Brands, LLC	United States	Portable Lamp	GRANTED	05/17/2005	29/230,080	07/11/2006	D524,962
Bear Down Brands, LLC	United States	Portable Luminaire	GRANTED	01/03/2006	29/251,019	11/13/2007	D555,264
Bear Down Brands, LLC	United States	Lamp	GRANTED	12/20/2012	29/440,321	10/29/2013	D692,608
Bear Down Brands, LLC	United States	Lamp Head With Integrally Formed Handle	GRANTED	11/19/2002	29/171,220	12/02/2003	D483,147
Bear Down Brands, LLC	United States	Lamp Hood	GRANTED	02/11/2005	29/223,303	07/03/2007	D545,995
Bear Down Brands, LLC	United States	Luminaire For Light Treatments	GRANTED	05/03/2016	29/563,253	01/09/2018	D807,522
Bear Down Brands, LLC	United States	Lamp With Integral Clock	GRANTED	05/13/2005	29/229,884	10/23/2007	D553,777
Bear Down Brands, LLC	United States	Lamp with Stand	PENDING	10/24/2018	29/667,744		
Bear Down Brands, LLC	United States	Lamp with Stand	PENDING	10/24/2018	29/667,748		
Bear Down Brands, LLC	United States	Lamp with Stand	PENDING	10/24/2018	29/667,757		
Bear Down Brands, LLC	United States	Light For Lamp Therapy	GRANTED	06/12/2015	29/530,103	06/28/2016	D760,398
Bear Down Brands, LLC	United States	Light Therapy Luminaire	GRANTED	06/12/2015	29/530,107	07/05/2016	D760,913
Bear Down Brands, LLC	United States	Light Bulb And Socket	GRANTED	12/12/2002	29/172,463	10/28/2003	D481,471
Bear Down Brands, LLC	United States	Icon For Lamp	PENDING	10/24/2018	29/667,760		
Bear Down Brands, LLC	United States	Icon For Lamp	PENDING	10/24/2018	29/667,764		
Bear Down Brands, LLC	United States	Circular Lamp	PENDING	08/13/2019	29/701,664		
Bear Down Brands, LLC	United States	Mobile Disinfectant Device and Methods	GRANTED	10/27/2008	12/290,113	01/31/2012	8,105,532
Bear Down Brands, LLC	United States	Dynamic Display And Control Of UV Source For Sanitization In Mobile Devices	GRANTED	05/03/2011	13/099,949	12/11/2012	8,330,121
Bear Down Brands, LLC	United States	Lamp with Stand	PUBLISHED	10/24/2018	16/169,401		
Bear Down Brands, LLC	United States	Frequency-Adjustable Lamp with Stand	PUBLISHED	05/16/2019	16/414,187		
Bear Down Brands, LLC	United States	System For Aural Delivery of Light And Sound	PUBLISHED	12/05/2019	16/704,150		