

## PATENT ASSIGNMENT COVER SHEET

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 Stylesheet Version v1.2

EPAS ID: PAT6550177

<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>
FITFLOP LIMITED	01/14/2021
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	AURELIUS FINANCE COMPANY LIMITED
<b>Street Address:</b>	33 GLASSHOUSE STREET
<b>Internal Address:</b>	6TH FLOOR
<b>City:</b>	LONDON
<b>State/Country:</b>	GREAT BRITAIN
<b>Postal Code:</b>	W1B 5DG
<b>PROPERTY NUMBERS Total: 5</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	14892680
Application Number:	15780017
Application Number:	15778003
Application Number:	12597815
Application Number:	15223048
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(215)656-2498
<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>	215-656-3381
<b>Email:</b>	pto.phil@dlapiper.com
<b>Correspondent Name:</b>	IP GROUP OF DLA PIPER LLP (US)
<b>Address Line 1:</b>	ONE LIBERTY PLACE
<b>Address Line 2:</b>	1650 MARKET ST. SUITE 5000
<b>Address Line 4:</b>	PHILADELPHIA, PENNSYLVANIA 19103
<b>ATTORNEY DOCKET NUMBER:</b>	432338-000001 - TR
<b>NAME OF SUBMITTER:</b>	WILLIAM L. BARTOW
<b>SIGNATURE:</b>	/williamlbartow/
<b>DATE SIGNED:</b>	02/12/2021

**Total Attachments: 5**

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**PATENT SECURITY AGREEMENT**

This PATENT SECURITY AGREEMENT (this "Patent Security Agreement") is made this 14 day of January, 2021, by and among the Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and AURELIUS FINANCE COMPANY LIMITED, a company incorporated in England & Wales with number 10773394 ("Aurelius"), in its capacity as lender (in such capacity, together with its successors and assigns in such capacity, the "Lender").

**WITNESSETH:**

**WHEREAS**, pursuant to that certain facility agreement, dated as of January 14 2021 (as amended, restated, supplemented, or otherwise modified from time to time, the "Facility Agreement"), by and among the companies named in the Facility Agreement as borrowers, each a "Borrower" and individually and collectively, jointly and severally, the "Borrowers"), the lender party thereto as "Lender" (together with its successors and assigns, is referred to hereinafter as a "Lender"), the Lender has agreed to make certain financial accommodations available to the Borrowers from time to time pursuant to the terms and conditions thereof;

**WHEREAS**, the Lender is willing to make the financial accommodations to Borrowers as provided for in the Facility Agreement and the other Finance Documents, but only upon the condition, among others, that the Grantors shall have executed and delivered to the Lender, for its benefit, that certain Security Agreement, dated as of January 14, 2021 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

**WHEREAS**, pursuant to the Security Agreement, Grantors are required to execute and deliver to the Lender, for its benefit, 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 initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Facility Agreement, and this Patent Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. **GRANT OF SECURITY INTEREST IN PATENT COLLATERAL**. Each Grantor hereby unconditionally grants, assigns, and pledges to the Lender, for its benefit, to secure the Secured Liabilities, a continuing security interest (referred to in this Patent Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Patent Collateral"):

(a) all of its Patents and Patent Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all divisionals, continuations, continuations-in-part, reissues, reexaminations, or extensions of 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 of any Patent or any Patent exclusively licensed under any Intellectual Property License, including the right to receive damages, or right to receive license fees, royalties, and other compensation under any Patent Intellectual Property License.

3. SECURITY AGREEMENT. The Security Interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interests granted to the Lender, for its benefit, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Lender 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. To the extent there is any inconsistency between this Patent Security Agreement and the Security Agreement, the Security Agreement shall control.

4. COUNTERPARTS. This Patent Security Agreement is a Finance Document. This Patent Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Patent Security Agreement. Delivery of an executed counterpart of this Patent Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Patent Security Agreement. Any party delivering an executed counterpart of this Patent Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Patent Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Patent Security Agreement.

5. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS PATENT SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 24 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Patent Security Agreement to be executed and delivered as of the day and year first above written.

**GRANTORS:**

**FITFLOP LIMITED**

DocuSigned by:  
By: Anne Mansbridge  
059485EA6A8D4C8...  
Name: Anne Mansbridge  
Title: Director

**LENDER:**

**ACCEPTED AND ACKNOWLEDGED BY:**

**AURELIUS FINANCE COMPANY  
LIMITED**

DocuSigned by:  
By: Karun Dhir  
60F5275A6839474...  
Name: Karun Dhir  
Its Authorized Signatory

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

**SCHEDULE I**  
to  
**PATENT SECURITY AGREEMENT**

**Patents**

<b>GRANTOR</b>	<b>TERRITORY</b>	<b>PATENT</b>	<b>APPLICATION NUMBER</b>	<b>FILING / APPLICATION DATE</b>
FITFLOP LIMITED	AUSTRALIA	MICROWOBBLEBOARD TECHNOLOGY	2008243999	28/04/08
FITFLOP LIMITED	AUSTRIA	MICROWOBBLEBOARD TECHNOLOGY	08737130.8	28/04/08
FITFLOP LIMITED	BAHRAIN	MICROWOBBLEBOARD TECHNOLOGY	103/2009	28/04/08
FITFLOP LIMITED	BELGIUM	MICROWOBBLEBOARD TECHNOLOGY	08737130.8	28/04/08
FITFLOP LIMITED	BRAZIL	MICROWOBBLEBOARD TECHNOLOGY	PI 0810128-0	28/04/08
FITFLOP LIMITED	CANADA	MICROWOBBLEBOARD TECHNOLOGY	2685271	28/04/08
FITFLOP LIMITED	CHINA	ANATOMICUSH TECHNOLOGY	2.0168E+11	24/11/16
FITFLOP LIMITED	CHINA	MICROBUBBLEBOARD TECHNOLOGY	2.0168E+11	22/11/16
FITFLOP LIMITED	CHINA	MICROWOBBLEBOARD TECHNOLOGY	2.0088E+11	28/04/08
FITFLOP LIMITED	CROATIA	MICROWOBBLEBOARD TECHNOLOGY	08737130.8	28/04/08
FITFLOP LIMITED	CYPRUS	MICROWOBBLEBOARD TECHNOLOGY	08737130.8	28/04/08
FITFLOP LIMITED	CZECH REPUBLIC	MICROWOBBLEBOARD TECHNOLOGY	08737130.8	28/04/08
FITFLOP LIMITED	DENMARK	MICROWOBBLEBOARD TECHNOLOGY	08737130.8	28/04/08
FITFLOP LIMITED	ESTONIA	MICROWOBBLEBOARD TECHNOLOGY	08737130.8	28/04/08
FITFLOP LIMITED	EU	ANATOMICUSH TECHNOLOGY	16804866.8	24/11/16
FITFLOP LIMITED	EU	MICROBUBBLEBOARD TECHNOLOGY	16804848.6	22/11/16
FITFLOP LIMITED	EU	MICROWOBBLEBOARD TECHNOLOGY - DIVISIONAL	12169147.1	28/04/08
FITFLOP LIMITED	FRANCE	MICROWOBBLEBOARD TECHNOLOGY	08737130.8	28/04/08
FITFLOP LIMITED	GERMANY	MICROWOBBLEBOARD TECHNOLOGY	08737130.8	28/04/08
FITFLOP LIMITED	GREECE	MICROWOBBLEBOARD TECHNOLOGY	08737130.8	28/04/08
FITFLOP LIMITED	HONG KONG	MICROWOBBLEBOARD TECHNOLOGY	10107784.3	28/04/08
FITFLOP LIMITED	HONG KONG	SUPERCOMFF TECHNOLOGY	16111385.2	#####
FITFLOP LIMITED	INDIA	MICROWOBBLEBOARD TECHNOLOGY	3945/KOLNP/2009	28/04/08
FITFLOP LIMITED	IRELAND	MICROWOBBLEBOARD TECHNOLOGY	08737130.8	28/04/08
FITFLOP LIMITED	ISRAEL	MICROWOBBLEBOARD TECHNOLOGY	201731	28/04/08
FITFLOP LIMITED	ITALY	MICROWOBBLEBOARD TECHNOLOGY	08737130.8	28/04/08
FITFLOP LIMITED	JAPAN	MICROWOBBLEBOARD TECHNOLOGY	504841/2010	28/04/08
FITFLOP LIMITED	LITHUANIA	MICROWOBBLEBOARD TECHNOLOGY	08737130.8	28/04/08
FITFLOP LIMITED	MALAYSIA	MICROWOBBLEBOARD TECHNOLOGY	PI 20094483	28/04/08
FITFLOP LIMITED	MALTA	MICROWOBBLEBOARD TECHNOLOGY	08737130.8	28/04/08
FITFLOP LIMITED	MEXICO	MICROWOBBLEBOARD TECHNOLOGY	MX/a/2009/011613	28/04/08
FITFLOP LIMITED	MONACO	MICROWOBBLEBOARD TECHNOLOGY	08737130.8	28/04/08
FITFLOP LIMITED	NETHERLANDS	MICROWOBBLEBOARD TECHNOLOGY	08737130.8	28/04/08
FITFLOP LIMITED	NEW ZEALAND	MICROWOBBLEBOARD TECHNOLOGY	581471	28/04/08
FITFLOP LIMITED	NORWAY	MICROWOBBLEBOARD TECHNOLOGY	08737130.8	28/04/08
FITFLOP LIMITED	PCT	ANATOMICUSH TECHNOLOGY	PCT/GN2016/053692	
FITFLOP LIMITED	PCT	IQUSHION TECHNOLOGY	PCT/GB2017/000148	05/10/17
FITFLOP LIMITED	PCT	MICROBUBBLEBOARD TECHNOLOGY	PCT/GN2016/053626	
FITFLOP LIMITED	PCT	SUPERCOMFF TECHNOLOGY	PCT/EP2014/060463	
FITFLOP LIMITED	PCT/CHINA	SUPERCOMFF TECHNOLOGY	2.0148E+11	
FITFLOP LIMITED	PCT/EU	SUPERCOMFF TECHNOLOGY	14725694.5	21/05/14
FITFLOP LIMITED	PCT/THAILAND	SUPERCOMFF TECHNOLOGY	1501006986	21/05/14
FITFLOP LIMITED	PCT/USA	SUPERCOMFF TECHNOLOGY	14/892680	21/05/14
FITFLOP LIMITED	PCT/VIETNAM	SUPERCOMFF TECHNOLOGY	1-2015-04869	21/05/14
FITFLOP LIMITED	PHILIPPINES	MICROWOBBLEBOARD TECHNOLOGY	1-2009-502026	
FITFLOP LIMITED	POLAND	MICROWOBBLEBOARD TECHNOLOGY	08737130.8	
FITFLOP LIMITED	PORTUGAL	MICROWOBBLEBOARD TECHNOLOGY	08737130.8	
FITFLOP LIMITED	REPUBLIC OF KOREA	MICROWOBBLEBOARD TECHNOLOGY	10/2009/7024689	
FITFLOP LIMITED	ROMANIA	MICROWOBBLEBOARD TECHNOLOGY	08737130.8	
FITFLOP LIMITED	RUSSIAN FEDERATION	MICROWOBBLEBOARD TECHNOLOGY	2009143905	
FITFLOP LIMITED	SINGAPORE	MICROWOBBLEBOARD TECHNOLOGY	200907134-1	
FITFLOP LIMITED	SLOVAKIA	MICROWOBBLEBOARD TECHNOLOGY	08737130.8	
FITFLOP LIMITED	SLOVENIA	MICROWOBBLEBOARD TECHNOLOGY	08737130.8	
FITFLOP LIMITED	SOUTH AFRICA	MICROWOBBLEBOARD TECHNOLOGY	2009/07813	
FITFLOP LIMITED	SPAIN	MICROWOBBLEBOARD TECHNOLOGY	08737130.8	
FITFLOP LIMITED	SWEDEN	MICROWOBBLEBOARD TECHNOLOGY	08737130.8	
FITFLOP LIMITED	SWITZERLAND	MICROWOBBLEBOARD TECHNOLOGY	08737130.8	
FITFLOP LIMITED	SYRIA	MICROWOBBLEBOARD TECHNOLOGY	8298	
FITFLOP LIMITED	TURKEY	MICROWOBBLEBOARD TECHNOLOGY	08737130.8	

FITFLOP LIMITED	UAE	MICROWOBBLEBOARD TECHNOLOGY	971/2009	
FITFLOP LIMITED	UK	ANATOMICUSH TECHNOLOGY	1521197.2	01/12/15
FITFLOP LIMITED	UK	DUOCOMFF TECHNOLOGY	1717553	25/10/17
FITFLOP LIMITED	UK	IQUSHION TECHNOLOGY	1617082.1	05/10/16
FITFLOP LIMITED	UK	MICROBUBBLEBOARD TECHNOLOGY	1520625.3	23/11/15
FITFLOP LIMITED	UK	MICROWOBBLEBOARD TECHNOLOGY	08737130.8	
FITFLOP LIMITED	UK	SUPERCOMFF TECHNOLOGY	2514376 (1309164.0)	21/05/13
FITFLOP LIMITED	UKRAINE	MICROWOBBLEBOARD TECHNOLOGY	a200911850	
FITFLOP LIMITED	USA	ANATOMICUSH TECHNOLOGY	15/780017	24/11/16
FITFLOP LIMITED	USA	MICROBUBBLEBOARD TECHNOLOGY	15/778003	22/11/16
FITFLOP LIMITED	USA	MICROWOBBLEBOARD TECHNOLOGY	12/597815	
FITFLOP LIMITED	USA	MICROWOBBLEBOARD TECHNOLOGY	15/223048	
FITFLOP LIMITED	VIETNAM	ANATOMICUSH TECHNOLOGY	1-2018-02804	24/11/16
FITFLOP LIMITED	VIETNAM	MICROBUBBLEBOARD TECHNOLOGY	1-2018-02705	22/11/16
FITFLOP LIMITED	UK	WONDERWELLY TECHNOLOGY	1904702.6	03/04/19
FITFLOP LIMITED	CHINA	IQUSHION TECHNOLOGY	201780062194.X	08/04/19
FITFLOP LIMITED	VIETNAM	IQUSHION TECHNOLOGY	1901002095	05/04/19
FITFLOP LIMITED	EU - SPLIT INTO INDIVIDUAL EU TERRITORIES	MICROWOBBLEBOARD TECHNOLOGY	08737130.8	28/04/08
FITFLOP LIMITED	PCT	WONDERWELLY TECHNOLOGY	PCT/GB2020/050856	31/03/20
FITFLOP LIMITED	CHINA	SUPERCOMFF TECHNOLOGY	201480038733.2.	21/05/14

### **Patent Licenses**

Intercompany Agreement between FitFlop Limited and FitFlop USA LLC dated November 1, 2010

EU/AS/2012/114.3

RECORDED: 02/12/2021

**PATENT**  
**REEL: 055245 FRAME: 0922**