

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6595408

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
TOMMIE COPPER IP, INC.	01/19/2021
RECEIVING PARTY DATA	
Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION
Street Address:	100 PARK AVENUE
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10017
PROPERTY NUMBERS Total: 4	
Property Type	Number
Application Number:	15395933
PCT Number:	US2016024333
PCT Number:	US9758692
PCT Number:	WO2016015040
CORRESPONDENCE DATA	
Fax Number:	(800)914-4240
<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>	
Phone:	6142803562
Email:	ted.mulligan@wolterskluwer.com
Correspondent Name:	TED MULLIGAN
Address Line 1:	4400 EASTON COMMONS WAY
Address Line 2:	SUITE 125
Address Line 4:	COLUMBUS, OHIO 43219
NAME OF SUBMITTER:	JESSICA HILDEBRANDT
SIGNATURE:	/JESSICA HILDEBRANDT/
DATE SIGNED:	03/11/2021
Total Attachments: 8	
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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "Patent Security Agreement") is entered into as of January 19, 2021, by and among the Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association ("Secured Party", as hereinafter further defined).

W I T N E S S E T H:

WHEREAS, Secured Party has agreed to make certain financial accommodations available to Grantors from time to time pursuant to the terms and conditions of the Credit Agreement, dated of even date herewith, by and among Secured Party, Grantors and certain affiliates of Grantors (as the same may be modified, amended, supplemented or restated from time to time, the "Credit Agreement");

WHEREAS, the Secured Party is willing to make the financial accommodations to Grantors as provided for in the Credit Agreement and the other Loan Documents, but only upon the condition, among others, that Grantors and certain affiliates of Grantors shall have executed and delivered to Secured Party, the Security Agreement, dated of even date herewith (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 Credit Agreement, Grantors are required to execute and deliver to Secured Party 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 Credit Agreement, and this Patent Security Agreement shall be subject to the rules of construction set forth in Section 1.2 of the Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*. "Secured Party" means Wells Fargo Bank, National Association, individually, and whether as Lender, the issuer or confirming bank with respect to any Letter of Credit, provider of Bank Products or otherwise and in its capacity as agent for any affiliate of Wells Fargo Bank, National Association that is at any time owed any Bank Product Obligations, which affiliates shall be deemed hereby to have appointed Wells Fargo Bank, National Association as agent for purposes of the security interests granted hereunder.

2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. Each Grantor hereby unconditionally grants, assigns as collateral, and pledges to Secured Party, to secure the Secured Obligations, 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 (as that term is defined in the UCC) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Patent or any Patents exclusively licensed under any Intellectual Property License, including right to receive any damages, or (ii) right to receive license fees, royalties, and other compensation under any Patent Intellectual Property License;

provided that notwithstanding anything contained in this Agreement to the contrary, the term "Patent Collateral" shall not include any Excluded Property.

3. SECURITY FOR SECURED OBLIGATIONS. This Patent Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured 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 Secured Obligations and would be owed by Grantors, or any of them, to Secured Party, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interests granted to Secured Party pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party 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.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new Patents, the provisions of this Patent Security Agreement shall automatically apply thereto. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Secured Party unilaterally to modify this Patent Security Agreement by amending Schedule I to include any such new Patent rights of each Grantor. 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 Secured Party's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Patent Security Agreement is a Loan 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.

7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, ETC. THIS PATENT SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING


GOVERNING LAW, FORUM NON CONVENIENS, WAIVER OF JURY TRIAL, SUBMISSION TO JURISDICTION AND WAIVER OF CLAIMS SET FORTH IN SECTION 8 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:

TOMMIE COPPER IP, INC.

By: 
Name: Sol Jacobs
Title: Chief Executive Officer

SECURED PARTY:

ACCEPTED AND ACKNOWLEDGED BY:

**WELLS FARGO BANK, NATIONAL
ASSOCIATION**

By: _____
Name: _____
Title: _____

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:

TOMMIE COPPER IP, INC.

By: _____

Name: _____

Title: _____

SECURED PARTY:

ACCEPTED AND ACKNOWLEDGED BY:

**WELLS FARGO BANK, NATIONAL
ASSOCIATION**

By: Aaron Zahedani Digitally signed by Aaron Zahedani
Date: 2020.12.21 08:57:19 -08'00' _____

Name: Aaron Zahedani

Title: Vice President

SCHEDULE I
to
PATENT SECURITY AGREEMENT

Patent Registrations and Applications

Grantor	Country / Jurisdiction	Patent	Application / Registration No.	Application / Registration Date
Tommie Copper IP, Inc.	United States of America	ARTICLE WITH REACTIVE METALS BOUND TO ITS SURFACE AND METHOD OF APPLICATION	WO2016015040A1	1/28/2016
Tommie Copper IP, Inc.	United States of America	Article With Reactive Metals Bound To Its Surface And Method Of Application	US2016024333A1	01/28/2016
Tommie Copper IP, Inc.	United States of America	COTTON PERFORMANCE PRODUCTS AND METHODS OF THEIR MANUFACTURE	15/395,933	12/30/2016
Tommie Copper IP, Inc.	United States of America	Article with Reactive Metals Bound to its Surface and Method of Application	US9758692B2	09/12/2017
Tommie Copper IP, Inc.	Australia	Article with reactive metals bound to its surface and method of application	AU2015292293B2	01/01/2018
Tommie Copper IP, Inc.	European Union	ARTICLE WITH REACTIVE METALS BOUND TO ITS SURFACE AND METHOD OF APPLICATION	EP3171865A4	02/21/2018
Tommie Copper IP, Inc.	Korea	Article with reactive metals bound to its surface and method of application	KR101853422B1	04/30/2018
Tommie Copper IP, Inc.	Canada	ARTICLE WITH REACTIVE METALS BOUND TO ITS SURFACE AND METHOD OF APPLICATION	CA2949607C	11/27/2018
Tommie Coper IP, Inc.	Japan	表面に反応性金属が結合された物および塗布方法	JP6618490B2	12/18/2019

Tommie Copper IP, Inc.	China	Article with Reactive Metals Bound to its Surface and Method of Application	CN105492001B	12/24/2019
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Patent Licenses

None.