

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6754768

| | | | |
|---|--|--|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY AGREEMENT | | |
| CONVEYING PARTY DATA | | | |
| Name | | | Execution Date |
| LIFECORE FITNESS, INC. | | | 06/09/2021 |
| RECEIVING PARTY DATA | | | |
| Name: | WELLS FARGO BANK, NATIONAL ASSOCIATION | | |
| Street Address: | 333 SOUTH GRAND AVENUE | | |
| City: | LOS ANGELES | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 90071 | | |
| PROPERTY NUMBERS Total: 3 | | | |
| Property Type | Number | | |
| Application Number: | 15653152 | | |
| Application Number: | 15833991 | | |
| Application Number: | 16906195 | | |
| 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: | 800-713-0755 | | |
| Email: | Ted.mulligan@wolterskluwer.com | | |
| Correspondent Name: | CT CORPORATION | | |
| Address Line 1: | 4400 EASTON COMMONS WAY | | |
| Address Line 2: | SUITE 125 | | |
| Address Line 4: | 43219, OHIO 43219 | | |
| NAME OF SUBMITTER: | JESSICA HILDEBRANDT | | |
| SIGNATURE: | /Jessica Hildebrandt/ | | |
| DATE SIGNED: | 06/10/2021 | | |
| Total Attachments: 6 | | | |
| source=WFCP_LifeCore - Patent Security Agreement#page1.tif | | | |
| source=WFCP_LifeCore - Patent Security Agreement#page2.tif | | | |
| source=WFCP_LifeCore - Patent Security Agreement#page3.tif | | | |
| source=WFCP_LifeCore - Patent Security Agreement#page4.tif | | | |

source=WFCP_LifeCore - Patent Security Agreement#page5.tif

source=WFCP_LifeCore - Patent Security Agreement#page6.tif

RECORDATION FORM COVER SHEET
PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

LIFECORE FITNESS, INC.

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) June 9, 2021

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☐ Other _____

2. Name and address of receiving party(ies)

Name: Wells Fargo Bank, National Association

Internal Address: _____

Street Address: 333 South Grand Avenue

City: Los Angeles

State: CA

Country: USA Zip: 90071

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application or patent number(s):

☐ This document serves as an Oath/Declaration (37 CFR 1.63).

A. Patent Application No.(s)

B. Patent No.(s)

See attached Schedule I

See attached Schedule I

Additional numbers attached? ☒ Yes ☐ No

5. Name and address to whom correspondence concerning document should be mailed:

Name: Jessica Hildebrandt

Internal Address: Otterbourg P.C.

Street Address: 230 Park Ave.

City: New York

State: NY Zip: 10169

Phone Number: 212-905-3670

Docket Number: _____

Email Address: jhildebrandt@otterbourg.com

6. Total number of applications and patents involved: 3

7. Total fee (37 CFR 1.21(h) & 3.41) \$ _____

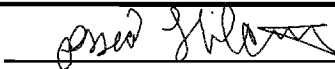
- ☐ Authorized to be charged to deposit account
☐ Enclosed
☐ None required (government interest not affecting title)

8. Payment Information

Deposit Account Number _____

Authorized User Name _____

9. Signature:



Signature

6/10/2021

Date

Jessica Hildebrandt

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

PATENT

REEL: 056540 FRAME: 0012

PATENT SECURITY AGREEMENT

This **PATENT SECURITY AGREEMENT** (this "Patent Security Agreement") dated as of June 9, 2021, is made by **LIFECORE FITNESS, INC.**, a California corporation ("Grantor") in favor of **WELLS FARGO BANK, NATIONAL ASSOCIATION** ("Lender", as hereinafter further defined), and is being delivered in connection with that certain Credit Agreement, dated of even date herewith (as amended or modified from time to time, the "Credit Agreement"), by and between Grantor and Lender.

W I T N E S S E T H:

WHEREAS, pursuant to financing arrangements, the Lender has extended and may extend certain loans and other financial accommodations to Grantor under such financing arrangements;

WHEREAS, pursuant to that certain Security Agreement, dated of even date herewith (as amended or modified from time to time, the "Security Agreement") as security for Grantor's obligations arising under the Credit Agreement, Grantor has granted to Lender a security interest in, among other property, the intellectual property of the Grantor; and

WHEREAS, Grantor has agreed to execute and deliver this Patent Security Agreement for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office ("USPTO").

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, the Grantor hereby agrees with Lender 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. "Lender" means Wells Fargo Bank, National Association, individually, and whether as a 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.** Grantor hereby unconditionally grants, assigns as collateral, and pledges to Lender to secure the Secured Obligations a continuing security interest in all of Grantor's right, title, and interest in and to the following, whether now owned or hereafter acquired or arising and wherever located (all of the following is collectively referred to as the "Patent Collateral"):

(a) all of Grantor's Patents and Patent Intellectual Property Licenses to which it is a party, including the patents and patent applications 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 the Grantor against third parties for past, present or future infringement of any Patent or any such 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 such Patent or any such Patent Intellectual Property License;

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

3. RECORDATION. Grantor hereby authorizes the commissioner for patents and any other government officials to record and register this Patent Security Agreement upon request by the Lender.

4. OTHER DOCUMENTS. This Patent Security Agreement has been entered into pursuant to and in conjunction with the Credit Agreement and the Security Agreement. The provisions of the Credit Agreement and the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Lender with respect to the Patent Collateral are as provided by the Credit Agreement, the Security Agreement and other Loan Documents and nothing in this Patent Security Agreement shall be deemed to limit such rights and remedies.

5. EXECUTION IN COUNTERPARTS. 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 agreement. 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. Execution of any such counterpart may be by means of (a) an electronic signature that complies with the federal Electronic Signatures in Global and National Commerce Act, state enactments of the Uniform Electronic Transactions Act, or any other relevant and applicable electronic signatures law; (b) an original manual signature; or (c) a faxed, scanned, or photocopied manual signature. Each electronic signature or faxed, scanned, or photocopied manual signature shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature. Lender reserves the right, in its discretion, to accept, deny, or condition acceptance of any electronic signature on this Patent Security Agreement. Any party delivering an executed counterpart of this Patent Security Agreement by faxed, scanned or photocopied manual signature shall also deliver an original manually executed counterpart, but the failure to deliver an original manually executed counterpart shall not affect the validity, enforceability and binding effect of this Patent Security Agreement.

6. SUCCESSORS AND ASSIGNS. This Patent Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. GOVERNING LAW. This Patent Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Patent Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

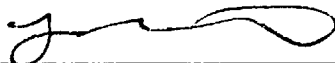
8. DISPUTES. All claims, disputes and controversies between the Grantor and Lender, whether in tort, contract or otherwise, arising out of or relating in any way to this Patent Security Agreement, shall be governed by the dispute resolution provisions set forth in the Credit Agreement.

[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.


GRANTOR:

LIFECORE FITNESS, INC.

By: 

Name: Traci Bates

Title: VP/CEO



LENDER:

ACCEPTED AND ACKNOWLEDGED BY:

**WELLS FARGO BANK, NATIONAL
ASSOCIATION**

By: 

Name: Wes Takeuchi

Title: Authorized Signatory

SCHEDULE I
to
PATENT SECURITY AGREEMENT

Patents and Patent Applications

| File # | Title | Country Name | Status | Application # | Patent # |
|-----------------|---------------------------------|--------------------------|---------------|----------------------|-----------------|
| 128614-0001UT01 | MULTI-FUNCTIONAL EXERCISE ROWER | United States of America | Issued | 15/653,152 | 10,376,735 |
| 128614-0002UT01 | EXERCISE TREADMILL | United States of America | Issued | 15/833,991 | 10,695,606 |
| 128614-0002WO01 | EXERCISE TREADMILL | PCT | Completed | PCT/US2018/056395 | |
| 128614-0002AU01 | EXERCISE TREADMILL | Australia | Pending | 2018378042 | |
| 128614-0002BR01 | EXERCISE TREADMILL | Brazil | Pending | BR112020010776.0 | |
| 128614-0002CA01 | EXERCISE TREADMILL | Canada | Pending | 3082996 | |
| 128614-0002CN01 | EXERCISE TREADMILL | China | Published | 201880075264.X | |
| 128614-0002EP01 | EXERCISE TREADMILL | European Patent Office | Published | 18887185.9 | |
| 128614-0002JP01 | EXERCISE TREADMILL | Japan | Pending | 2020-524580 | |
| 128614-0002KR01 | EXERCISE TREADMILL | Republic of Korea | Pending | 10-2020-7015446 | |
| 128614-0002MX01 | EXERCISE TREADMILL | Mexico | Pending | MX/a/2020/005581 | |
| 128614-0002ZA01 | EXERCISE TREADMILL | South Africa | Pending | 2020/02148 | |
| 128614-0002CT01 | EXERCISE TREADMILL | United States of America | Published | 16/906,195 | |

Patent Licenses

None.