

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6815784

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ABL PATENT SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
PERFORMANCE HEALTH HOLDINGS, INC.	07/12/2021
PERFORMANCE HEALTH GROUP, LLC	07/12/2021
STROMGEN ATHLETICS, INC.	07/12/2021
RECEIVING PARTY DATA	
Name:	BARCLAYS BANK PLC, AS ADMINISTRATIVE AGENT
Street Address:	745 SEVENTH AVENUE
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10019
PROPERTY NUMBERS Total: 9	
Property Type	Number
Patent Number:	7621883
Patent Number:	D771825
Patent Number:	D844149
Patent Number:	D771826
Patent Number:	9486387
Patent Number:	8821352
Patent Number:	9039640
Patent Number:	8272073
Patent Number:	D646047
CORRESPONDENCE DATA	
Fax Number:	
<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:	800-494-5225
Email:	ipteam@cogencyglobal.com
Correspondent Name:	STEWART WALSH
Address Line 1:	1025 CONNECTICUT AVE NW, SUITE 712
Address Line 2:	COGENCY GLOBAL INC.
Address Line 4:	WASHINGTON, D.C. 20036

PATENT

ATTORNEY DOCKET NUMBER:	1419670 PAT ABL
NAME OF SUBMITTER:	CHRISTIAN CRAFT
SIGNATURE:	/Christian Craft/
DATE SIGNED:	07/15/2021
Total Attachments: 5 source=Performance Health - ABL Patent Security Agreement compiled#page2.tif source=Performance Health - ABL Patent Security Agreement compiled#page3.tif source=Performance Health - ABL Patent Security Agreement compiled#page4.tif source=Performance Health - ABL Patent Security Agreement compiled#page5.tif source=Performance Health - ABL Patent Security Agreement compiled#page6.tif	

ABL PATENT SECURITY AGREEMENT

ABL Patent Security Agreement, dated as of July 12, 2021, by PERFORMANCE HEALTH HOLDINGS, INC., PERFORMANCE HEALTH GROUP, LLC, and STROMGEN ATHLETICS, INC. (individually, a “**Grantor**”, and, collectively, the “**Grantors**”), in favor of BARCLAYS BANK PLC, in its capacity as administrative agent pursuant to the ABL Credit Agreement (in such capacity, the “**Administrative Agent**”).

WITNESSETH:

WHEREAS, the Grantors are party to a ABL Security Agreement dated as of July 12, 2021 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Administrative Agent pursuant to which the Grantors are required to execute and deliver this ABL Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the ABL Credit Agreement, 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 in Patent Collateral. Each Grantor hereby grants to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties and their permitted successors and assigns a continuing security interest in, and lien on, all of its right, title and interest in any and all of the following Collateral (excluding any Excluded Assets) of such Grantor:

- (a) Patents and Patent applications of such Grantor listed on Schedule I attached hereto;
- (b) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing;
- (c) any and all claims for damages and injunctive relief for past, present and future infringement, misappropriation, violation or misuse with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and
- (d) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 3. The Security Agreement. The security interest granted pursuant to this ABL Patent Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Patents made and granted hereby are more fully set forth in the Security Agreement, the terms of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this ABL Patent Security Agreement is deemed to conflict with

the Security Agreement, the provisions of the Security Agreement shall control unless the Administrative Agent and the Grantor shall otherwise determine.

SECTION 4. Termination or Release. Upon the termination of the Security Agreement or release of a Grantor in accordance with Section 6.11 thereof, the Administrative Agent shall, at the expense of such Grantor, execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the security interest in the Patents of such Grantor under this ABL Patent Security Agreement.

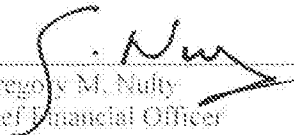
SECTION 5. Counterparts. This ABL Patent Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this ABL Patent Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Recordation. Each Grantor authorizes and requests that the Commissioner for Patents and any other applicable government officer record this ABL Patent Security Agreement.


SECTION 7. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

[Signature pages follow.]

PERFORMANCE HEALTH HOLDINGS, INC.

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

PERFORMANCE HEALTH GROUP, LLC

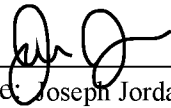
By: 
Name: Gregory M. Nulty
Title: Chief Financial Officer

STROMGREN ATHLETICS, INC.

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

[Patent Security Agreement]

BARCLAYS BANK PLC, as
Administrative Agent

By: 
Name: Joseph Jordan
Title: Managing Director

Schedule I to
ABL PATENT SECURITY AGREEMENT
PATENT REGISTRATIONS AND PATENT APPLICATIONS

UNITED STATES PATENTS:

Registrations:

OWNER	REGISTRATION NUMBER	DESCRIPTION
Performance Health Holdings, Inc.	7621883	Slide lock
Performance Health Group, LLC	D771825	Elastic tape
Performance Health Group, LLC	D844149	Elastic tape
Performance Health Group, LLC	D771826	Elastic tape
Performance Health Group, LLC	9486387	Myofascial roller wrap
Performance Health Group, LLC	8821352	Myofascial roller wrap
Performance Health Group, LLC	9039640	Portable roller massager
Stromgen Athletics, Inc.	8272073	Athletic protective padding
Stromgen Athletics, Inc.	D646047	Compression shorts

Applications:

None.