

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7086036

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	THERABODY, INC.	11/30/2021
	FLEXIR RECOVERY, LLC	11/30/2021
RECEIVING PARTY DATA		
Name:	JPMORGAN CHASE BANK, N.A.	
Street Address:	10 SOUTH DEARBORN, FLOOR L2	
Internal Address:	SUITE IL1-1145	
City:	CHICAGO	
State/Country:	ILLINOIS	
Postal Code:	60603	
PROPERTY NUMBERS Total: 29		
Property Type	Number	
Application Number:	29806342	
Application Number:	63238354	
Application Number:	63241271	
Application Number:	17406478	
Application Number:	29803040	
Application Number:	29807002	
Application Number:	63240042	
Application Number:	63242621	
PCT Number:	US2021046651	
PCT Number:	US2021019114	
Application Number:	29739186	
Application Number:	29766877	
PCT Number:	US2129900	
PCT Number:	US2129903	
PCT Number:	US2021039586	
PCT Number:	US2021053134	
PCT Number:	US2021059198	
PCT Number:	US2021059205	

PATENT

Property Type	Number
Application Number:	17491867
Application Number:	17524964
Application Number:	29813195
Application Number:	29813079
Application Number:	29812037
Application Number:	29812185
Application Number:	17515008
Application Number:	17515097
Application Number:	17515158
Application Number:	17525020
Application Number:	63282865

CORRESPONDENCE DATA

Fax Number: (310)203-0567

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: 310-203-8080

Email: patentdocket@jmbm.com

Correspondent Name: ROD S. BERMAN

Address Line 1: JEFFER MANGELS BUTLER & MITCHELL LLP

Address Line 2: 1900 AVENUE OF THE STARS, 7TH FLOOR

Address Line 4: LOS ANGELES, CALIFORNIA 90067

ATTORNEY DOCKET NUMBER:	76840-0001
NAME OF SUBMITTER:	ROD S. BERMAN
SIGNATURE:	/rod s. berman/
DATE SIGNED:	12/21/2021

Total Attachments: 10

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CONFIRMATORY GRANT OF SECURITY INTEREST IN PATENTS

This CONFIRMATORY GRANT OF SECURITY INTEREST IN PATENTS (this “Confirmatory Grant”) is made as of November 30, 2021, by and among **THERABODY, INC.** (formerly known as Theragun, Inc.), a Delaware corporation (the “Company”), **FLEXIR RECOVERY, LLC**, a Delaware corporation (“Flexir” and together with the Company, each a “Grantor,” and collectively, the “Grantors”) and **JPMORGAN CHASE BANK, N.A.**, in its capacity as administrative agent (together with its successors and assigns, the “Administrative Agent”) for the lenders party to the Credit Agreement referred to below.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of March 31, 2021, as amended by that certain Limited Waiver and Joinder and Omnibus Amendment to Credit Agreement and Security Agreement, dated as of August 12, 2021, and as further amended by that certain Joinder and Second Omnibus Amendment to Credit Agreement and Security Agreement (as further amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”), by and among the Grantors, the Administrative Agent, the other Loan Parties party thereto, and the Lenders party thereto, the Lenders have agreed to make certain financial accommodations available to the Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, the Lenders are willing to make the financial accommodations to the Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that the Loan Parties shall have executed and delivered to the Administrative Agent, on behalf of the Secured Parties, that certain Pledge and Security Agreement, dated as of March 31, 2021, as amended by that certain Limited Waiver and Joinder and Omnibus Amendment to Credit Agreement and Security Agreement, dated as of August 12, 2021, and as further amended by that certain Joinder and Second Omnibus Amendment to Credit Agreement and Security Agreement (as further amended, restated, amended and restated, supplemented or otherwise modified from time to time, and including all exhibits thereto, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, each Grantor pledged and granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in the Patent Collateral (as defined below); and

WHEREAS, pursuant to the Security Agreement, each Grantor has agreed to execute and deliver this Confirmatory Grant in order to record the security interest granted to the Administrative Agent, for the benefit of the Secured Parties, with the United States Patent and Trademark Office;

NOW, THEREFORE, in consideration of the promises 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.
2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. Each of the Grantors hereby pledges, collaterally assigns and grants to the Administrative Agent, on behalf of the Secured Parties, to secure the prompt and complete payment and performance of the Secured Obligations, a security interest (referred to in this Confirmatory Grant as the “Security Interest”) in all of Grantor’s

right, title and interest in, to and under the following, whether now owned or hereafter acquired or arising (collectively, the "Patent Collateral"):

(a) all of its Patents and IP Licenses with respect to Patents 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 all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment of the foregoing and 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 IP License, including right to receive any damages, or (ii) right to receive license fees, royalties, and other compensation under any IP License with respect to Patents;

Notwithstanding the foregoing, Patent Collateral shall not include any Excluded Collateral.

3. SECURITY FOR SECURED OBLIGATIONS. This Confirmatory Grant 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 Confirmatory Grant secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by each Grantor to the Secured Parties, 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 Confirmatory Grant is granted in conjunction with the security interests granted to the Administrative Agent, on behalf of the Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent 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 Confirmatory Grant and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new Patents or become entitled to the benefit of any Patent for any renewal or extension of any existing Patent, the provisions of this Confirmatory Grant shall automatically apply thereto. Each Grantor hereby authorizes the Administrative Agent unilaterally to modify this Confirmatory Grant by amending Schedule I to include any such new patent rights of such Grantor. Notwithstanding the foregoing, no failure to so modify or supplement this Confirmatory Grant or amend Schedule I shall in any way affect, invalidate or detract from the Administrative Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Confirmatory Grant 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 Confirmatory Grant. Delivery of an executed counterpart of a signature page of this Confirmatory Grant by telecopy, emailed pdf. or any other electronic means that reproduces an image of the actual executed signature page shall be effective as delivery of a manually executed counterpart of this Confirmatory Grant. The words "execution," "signed," "signature," "delivery," and words of like import in or relating to any document to be signed in connection with this Confirmatory Grant and the

transactions contemplated hereby or thereby shall be deemed to include Electronic Signatures, deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act; provided that nothing herein shall require the Administrative Agent to accept electronic signatures in any form or format without its prior written consent.

7. **CHOICE OF LAW.** THIS CONFIRMATORY GRANT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS (AND NOT THE LAW OF CONFLICTS) OF THE STATE OF NEW YORK, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS.

8. **MISCELLANEOUS.** THIS CONFIRMATORY GRANT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CONSENT TO JURISDICTION, JURY TRIAL WAIVER AND THE OTHER MATTERS SET FORTH IN SECTIONS 7.17 AND 7.18 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

[Remainder of Page Intentionally Left Blank; Signature Pages Follow.]

IN WITNESS WHEREOF, the parties hereto have caused this Confirmatory Grant of Security Interest in Patents to be executed and delivered as of the day and year first above written.

GRANTOR:

THERABODY, INC.,
a Delaware corporation

By: 
Name: Ross Landsbaum
Title: Chief Financial Officer and Treasurer

FLEXIR RECOVERY, LLC,
a Delaware corporation

By: _____
Name: Kevin Crowley
Title: President, Secretary and Treasurer

[Signature page to Confirmatory Grant of Security Interest in Patents]

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GRANTOR:

THERABODY, INC.,
a Delaware corporation

By: _____
Name: Ross Landsbaum
Title: Chief Financial Officer and Treasurer

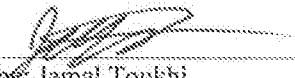
FLEXIR RECOVERY, LLC,
a Delaware corporation

By: _____
Name: Kevin Crowley
Title: President, Secretary and Treasurer

[Signature page to Confirmatory Grant of Security Interest in Patents]

ADMINISTRATIVE AGENT:

JPMORGAN CHASE BANK, N.A.

By: 
Name: Jamal Toukhi
Title: Authorized Officer

[Signature page to Confirmatory Grant of Security Interest in Patents]

SCHEDULE I
to
CONFIRMATORY GRANT

Patents

Title	Application number/ Serial number	Patent number	Owner
ATTACHMENT FOR FACIAL TREATMENT DEVICE (Theraface Cleansing ring)	29/806342		Therabody, Inc. (formerly known as Theragun, Inc.)
(PRO3) TEMPERATURE CONTROLLED AND VIBRATING THERAPEUTIC STRAP ASSEMBLY (utility)	63/238354		Therabody, Inc. (formerly known as Theragun, Inc.)
(PRO2) PNEUMATIC COMPRESSION DEVICE WITH INTEGRATED PUMP (Moon Boots)	63/241271		Therabody, Inc. (formerly known as Theragun, Inc.)
VIBRATING THERAPEUTIC GARMENT (Utility)	17/406478		Therabody, Inc. (formerly known as Theragun, Inc.)
ATTACHMENT FOR FACIAL TREATMENT DEVICE (Theraface Cold Ring - Design)	29/803040		Therabody, Inc. (formerly known as Theragun, Inc.)
ATTACHMENT FOR FACIAL TREATMENT DEVICE (Theraface Heat Ring - design)	29/807002		Therabody, Inc. (formerly known as Theragun, Inc.)
MASK WITH VIBRATION AND LIGHT THERAPY	63/240042		Therabody, Inc. (formerly known as Theragun, Inc.)

CHAIR WITH PERCUSSIVE THERAPY SYSTEM	63/242621		Therabody, Inc. (formerly known as Theragun, Inc.)
VIBRATING THERAPEUTIC GARMENT (Utility)	US21/046651		Therabody, Inc. (formerly known as Theragun, Inc.)
VIBRATION THERAPY DEVICE	29/739186		Flexir Recovery, LLC
MASSAGE ATTACHMENT (Flat Head)	29/766877		Flexir Recovery, LLC
PERCUSSIVE THERAPY DEVICE WITH ORIENTATION, POSITION, AND FORCE SENSING AND ACCESSORY THEREFOR	US21/29900		Therabody, Inc. (formerly known as Theragun, Inc.)
PERCUSSIVE THERAPY DEVICE WITH ELECTRICALLY CONNECTED ATTACHMENT	US21/29903		Therabody, Inc. (formerly known as Theragun, Inc.)
VIBRATION THERAPY SYSTEM AND DEVICE (Nano – utility)	US21/039586		Therabody, Inc. (formerly known as Theragun, Inc.)
NANO-PENETRATIVE CANNABINOID OIL BLENDS AND COMPOSITIONS AND METHODS OF FORMULATION THEREOF	PCT/US2021/019114		Therabody, Inc. (formerly known as Theragun, Inc.)
VIBRATING MASSAGE ROLLER WITH MULTIPLE MOTORS	17/491867		Therabody, Inc. (formerly known as Theragun, Inc.)
VIBRATING BALL ASSEMBLY WITH REDUCED VIBRATION SECTION (Wave Solo)	17/524964		Therabody, Inc. (formerly known as Theragun, Inc.)

FACIAL TREATMENT DEVICE (Theraface)	29/813195		Therabody, Inc. (formerly known as Theragun, Inc.)
MASSAGE ATTACHMENT (Rounded Fork)	29/813079		Therabody, Inc. (formerly known as Theragun, Inc.)
MASSAGE ROLLER (Wave Roller)	29/812037		Therabody, Inc. (formerly known as Theragun, Inc.)
MASSAGE ROLLER (WaveDuo - Design)	29/812185		Therabody, Inc. (formerly known as Theragun, Inc.)
PORTABLE PERCUSSIVE MASSAGE DEVICE (Mini - utility)	17/515008		Therabody, Inc. (formerly known as Theragun, Inc.)
PERCUSSIVE MASSAGE DEVICE AND METHOD OF USE (G3 - utility)	17/515097		Therabody, Inc. (formerly known as Theragun, Inc.)
PERCUSSIVE THERAPY DEVICE WITH VARIABLE AMPLITUDE	17/515158		Therabody, Inc. (formerly known as Theragun, Inc.)
MASSAGE ROLLER ASSEMBLY WITH INFRARED LIGHT THERAPY	17/525020		Therabody, Inc. (formerly known as Theragun, Inc.)
THERAPEUTIC STANDING MAT	63/282865		Therabody, Inc. (formerly known as Theragun, Inc.)
VIBRATING MASSAGE ROLLER WITH MULTIPLE MOTORS	US21/053134		Therabody, Inc. (formerly known as Theragun, Inc.)
VIBRATING BALL ASSEMBLY WITH REDUCED VIBRATION SECTION (Wave	US21/059198		Therabody, Inc. (formerly known as Theragun, Inc.)

Solo)			
MASSAGE ROLLER ASSEMBLY WITH INFRARED LIGHT THERAPY	US21/059205		Therabody, Inc. (formerly known as Theragun, Inc.)