

PATENT ASSIGNMENT COVER SHEET

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Stylesheet Version v1.2

EPAS ID: PAT7181266

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
ING SOURCE, LLC	02/09/2022
RECEIVING PARTY DATA	
Name:	GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P.
Street Address:	2001 ROSS AVE., SUITE 2800
City:	DALLAS
State/Country:	TEXAS
Postal Code:	75201
PROPERTY NUMBERS Total: 15	
Property Type	Number
Patent Number:	D746997
Patent Number:	D743567
Patent Number:	D753836
Patent Number:	D728112
Application Number:	29715596
Patent Number:	D766450
Patent Number:	D766454
Patent Number:	D853711
Patent Number:	D884194
Patent Number:	9204986
Patent Number:	10799414
Application Number:	16136925
Patent Number:	10022257
Patent Number:	10779983
Patent Number:	11076974
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:	1404215366413664

Email: afasolino@kslaw.com
Correspondent Name: ANTHONY FASOLINO
Address Line 1: 1180 PEACHTREE ST NE
Address Line 4: ATLANTA, GEORGIA 30309

NAME OF SUBMITTER:	ANTHONY FASOLINO
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SIGNATURE:	/Anthony Fasolino/
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DATE SIGNED:	02/17/2022
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	This document serves as an Oath/Declaration (37 CFR 1.63).
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Total Attachments: 6

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PATENT SECURITY AGREEMENT

PATENT SECURITY AGREEMENT, dated as of February 9, 2022, (this “**Agreement**”) by **ING SOURCE, LLC**, a Delaware limited liability company (“**Grantor**”), in favor of **GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P.**, in its capacity as Collateral Agent (the “**Collateral Agent**”) for Lenders.

WITNESSETH:

WHEREAS, reference is made to that certain Credit and Guaranty Agreement, dated as of December 10, 2021 (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, including by that certain Counterpart Agreement, dated as of the date hereof, the “**Credit Agreement**”), by and among **GOOD FEET WORLDWIDE LLC**, a Delaware limited liability company (“**Good Feet**”), **DR.’S OWN, LLC**, a Delaware limited liability company (“**Dr.’s Own**”; together with Good Feet, each a “**Company**” and together the “**Companies**”), **GOOD FEET HOLDINGS, LLC**, a Delaware limited liability company (“**Holdings**”), certain Subsidiaries of Company, as Guarantors, the lenders party thereto from time to time (the “**Lenders**”), and **GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P.**, as Administrative Agent, Collateral Agent and Lead Arranger, the Lenders have agreed to make certain Loans to the Company;

WHEREAS, Administrative Agent and Lenders have made Loans and certain financial accommodations as provided for in the Credit Agreement, upon the condition, among others, that Grantor shall have executed and delivered to Collateral Agent, for itself and the ratable benefit of Lenders, that certain Pledge Supplement, dated as of the date hereof, which modifies that certain Pledge and Security Agreement, dated as of December 10, 2021 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “**Security Agreement**”);

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Collateral Agent, for itself and the ratable benefit of Lenders, 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, Grantor hereby agrees as follows:

1. **DEFINED TERMS**. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.
2. **GRANT OF SECURITY INTEREST IN PATENT COLLATERAL**. Grantor hereby grants to Collateral Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “**Patent Collateral**”):

(a) all of its Patents and all Patent Licenses providing for the grant by or to Grantor of any right under any Patent, including, without limitation, those referred to on Schedule 1 hereto;

(b) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing; and

(c) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Patent Security Agreement are granted in conjunction with the security interests granted to Collateral Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Collateral 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.
4. GRANTOR REMAINS LIABLE. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Patents and Patent Licenses subject to a security interest hereunder.
5. COUNTERPARTS. This Patent Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.
6. CONFLICTS. In the event there is any conflict between the terms of this Agreement and the terms of the Security Agreement, the Security Agreement shall control.
7. GOVERNING LAW. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York, without regard to any conflict of laws principles.

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IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

ING SOURCE, LLC

DocuSigned by:

By: Richard Moore
Name: Richard Moore
Title: Chief Executive Officer

ACCEPTED AND ACKNOWLEDGED BY:

GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P.,
as the Collateral Agent

By: 
Name: Justin Betzen
Title: Authorized Signatory

[Signature Page to Patent Security Agreement]

Schedule I

Company	Title	Country	Application #/ Registration #	Application Date / Registration Date
ING Source, LLC	COMPRESSION KNEE SLEEVE	United Sates DESIGN Patent	D746,997	January 5, 2016
ING Source, LLC	COMPRESSION PATELLA SLEEVE	United Sates DESIGN Patent	D743,567	November 17, 2015
ING Source, LLC	COMPRESSION ELBOW SLEEVE	United Sates DESIGN Patent	D753,836	April 12, 2016
ING Source, LLC	COMPRESSION CALF SLEEVE	United States DESIGN Patent	D728,112	April 28, 2015
ING Source, LLC	PERFORMANCE SOCK	United States DESIGN Patent Application	29/715,596	December 3, 2019
ING Source, LLC	COMPRESSION WRIST SLEEVE	United States DESIGN Patent	D766,450	September 13, 2016
ING Source, LLC	SWIVEL MASSAGER	United States DESIGN Patent	D766,454	September 13, 2016
ING Source, LLC	SPLIT TOE BUNION SOCK	United States DESIGN Patent	D853,711	July 16, 2019
ING Source, LLC	ES 6 ELBOW SLEEVE	United States DESIGN Patent Application	D884,194	May 12, 2020

ING Source, LLC	COMPRESSION FOOT GARMENT, AND THERAPEUTIC METHOD FOR REDUCING HEEL PAIN	United States UTILITY Patent	9,204,986	December 8, 2015
ING Source, LLC	DECOMPRESSION FOOT GARMENT, AND METHOD FOR TREATING PLANTAR FASCIITIS (Orthotic ankle garment, and method for stabilizing the lower leg of a wearer)	United States UTILITY Patent Application	10799414	October 13, 2020
ING Source, LLC	COMPRESSION FOOT GARMENT FOR HALLUX VALGUS CORRECTION, AND METHOD FOR TREATING MANAGING HALLUX VALGUS DEFORMITY	United States UTILITY Patent Application	16/136,925	September 20, 2018
ING Source, LLC	COMPRESSION FOOT GARMENT, AND THERAPEUTIC METHOD FOR REDUCING HEEL PAIN	United States CONTINUATION UTILITY	10,022,257	July 17, 2018
ING Source, LLC	COMPRESSION FOOT GARMENT, AND THERAPEUTIC METHOD FOR REDUCING HEEL PAIN	United States CONTINUATION UTILITY	10779983	September 22, 2020
ING Source, LLC	COMPRESSION ANKLE GARMENT, AND METHOD FOR STABILIZING THE ANKLE OF A WEARER	United States UTILITY Patent Application	11,076,974	August 3, 2021