

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7327654

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
Name		Execution Date
FAST IP, LLC		05/10/2022
RECEIVING PARTY DATA		
Name:	JPMORGAN CHASE BANK, N.A.	
Street Address:	2200 ROSS AVE., 9TH FLOOR	
City:	DALLAS	
State/Country:	TEXAS	
Postal Code:	75201	
PROPERTY NUMBERS Total: 51		
Property Type	Number	
PCT Number:	US2115572	
PCT Number:	US2154817	
PCT Number:	US2159496	
PCT Number:	US2216867	
PCT Number:	US2221821	
PCT Number:	US2224501	
PCT Number:	US2112543	
PCT Number:	US2041804	
PCT Number:	US2112537	
PCT Number:	US2160404	
Application Number:	15690679	
Application Number:	15934740	
Application Number:	15693195	
Application Number:	16720382	
Application Number:	16457406	
Application Number:	16731710	
Application Number:	16808732	
Application Number:	16996503	
Application Number:	16899586	
Application Number:	17074229	

Property Type	Number
Application Number:	15493582
Application Number:	13509780
Application Number:	29744853
Application Number:	17406430
Application Number:	16942335
Application Number:	17015894
Application Number:	17101412
Application Number:	16582086
Application Number:	63247689
Application Number:	29779357
Application Number:	29779359
Application Number:	29779363
Application Number:	16691254
Application Number:	17211831
Application Number:	17133613
Application Number:	17367987
Application Number:	16990713
Application Number:	17584036
Application Number:	17132507
Application Number:	17378687
Application Number:	16927489
Application Number:	17143909
Application Number:	17143869
Application Number:	17143854
Application Number:	63218916
Application Number:	63218917
Application Number:	29835116
Application Number:	29835121
Application Number:	17143925
Application Number:	17345292
Application Number:	17143895

CORRESPONDENCE DATA

Fax Number:

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.

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ATTORNEY DOCKET NUMBER:	066397.05.0777
NAME OF SUBMITTER:	ROBERT J. GOODELL
SIGNATURE:	/Robert J. Goodell/
DATE SIGNED:	05/12/2022
Total Attachments: 10 source=Kizik Patent SA EXECUTION#page1.tif source=Kizik Patent SA EXECUTION#page2.tif source=Kizik Patent SA EXECUTION#page3.tif source=Kizik Patent SA EXECUTION#page4.tif source=Kizik Patent SA EXECUTION#page5.tif source=Kizik Patent SA EXECUTION#page6.tif source=Kizik Patent SA EXECUTION#page7.tif source=Kizik Patent SA EXECUTION#page8.tif source=Kizik Patent SA EXECUTION#page9.tif source=Kizik Patent SA EXECUTION#page10.tif	

PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this “Patent Security Agreement”) is made as of May 10, 2022, by and between **FAST IP, LLC**, a Utah limited liability company (the “Grantor”), and **JPMORGAN CHASE BANK, N.A.** (the “Lender”).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement of even date herewith (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”), by and among KIZIK DESIGN, LLC, a Utah limited liability company (the “Borrower”), the Grantor, the other Loan Parties party thereto and the Lender, the Lender has agreed to make certain financial accommodations available to the Borrower from time to time pursuant to the terms and conditions thereof;

WHEREAS, the Lender is willing to make the financial accommodations to the Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that the Grantor shall have executed and delivered to the Lender that certain Security Agreement, dated as of the date hereof (including all exhibits thereto, as from time to time amended, restated, amended and restated, supplemented or otherwise modified, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, Grantor pledged and granted to the Lender a security interest in the Patent Collateral (as defined below); and

WHEREAS, pursuant to the Security Agreement, Grantor has agreed to execute and deliver this Patent Security Agreement in order to record the security interest granted to the Lender with the United States Patent and Trademark Office.

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 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.** Grantor hereby pledges, collaterally assigns and grants to the Lender to secure the prompt and complete payment and performance of the Secured Obligations, a security interest (referred to in this Patent Security Agreement 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 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 any claim by Grantor against third parties for past, present or future (i) infringement of any Patent or any Patents exclusively licensed under any license, including right to receive any damages, or (ii) right to receive license fees, royalties, and other compensation under any license with respect to Patents.

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 any Loan Party to Lender, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Loan Party.

4. **SECURITY AGREEMENT.** The Security Interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interests granted to Lender pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Lender 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 Grantor shall obtain rights to any new Patent application or issued Patent or become entitled to the benefit of any Patent application or Patent for any divisional, continuation, continuation in part, reissue, or reexamination of any existing Patent or Patent application, the provisions of this Patent Security Agreement shall automatically apply thereto. Grantor hereby authorizes the Lender unilaterally to modify this Patent Security Agreement by amending Schedule I to include any such new patent rights of such 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 the Lender's continuing security interest in all Collateral, whether or not listed on Schedule I.

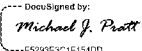
6. **COUNTERPARTS.** This Patent Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Patent Security Agreement. Delivery of an executed counterpart of this Patent Security Agreement by email, .pdf, facsimile or other electronic transmission shall be equally as effective as delivery of an original executed counterpart of this Patent Security Agreement. Each party agrees that the electronic signatures of the parties included in this Patent Security Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. As used herein, "electronic signatures" mean any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record pursuant to the New York Electronic Signatures and Records Act (N.Y. State Tech. §§ 301-309) as amended from time to time or as provided under the Uniform Commercial Code as adopted by the State of New York. This Patent Security Agreement is a Loan Document.

7. **Governing Law; Jurisdiction, Consent to Service of Process.** **THIS PATENT SECURITY AGREEMENT SHALL BE GOVERNED BY SECTION 8.09 OF THE CREDIT AGREEMENT.**

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:

FAST IP, LLC,
a Utah limited liability company

By: 
Name: Michael J. Pratt
Title: Manager

[Signature Page to Patent Security Agreement]

PATENT
REEL: 060020 FRAME: 0763

LENDER:

JPMORGAN CHASE BANK, N.A.,

By: Manju Manwani
Name: Manju Manwani
Title: Authorized Officer

[Signature page to Patent Security Agreement]

SCHEDULE I
to
PATENT SECURITY AGREEMENT

Patents

COUNTRY	TITLE	SERIAL NO.	FILING DATE	PATENT NO.	ISSUE DATE
Australia	Rapid-Entry Footwear Having a Compressible Lattice Structure	2019420589	3/29/2021	2019420589	8/26/2021
Australia	Rapid-Entry Footwear Having a Compressible Lattice Structure	2021209273	7/29/2021	2021209273	12/23/2021
Australia	Footwear with Lattice Structure	202110322	1/25/2021	202110322	2/25/2021
Australia	Sole for Footwear	202116177	10/7/2021	202116177	11/29/2021
Australia	Rapid-Entry Footwear Having a Heel Arm and a Resilient Member	2020229346	8/13/2021		
Australia	Rapid-Entry Footwear with Rebounding Fit System	2017254675	10/15/2018		
Australia	Rapid-Entry Footwear Having an Expandable Opening	2019420126	6/21/2021		
Australia	Rapid-Entry Footwear Having a Stabilizer and an Elastic Element	2020322008	1/21/2022		
Australia	Rapid-Entry Footwear Having a Pocket for a Compressed Medium	2020343191	3/1/2022		
Australia	Rapid-Entry Footwear Having an Arm for Expanding an Opening	2020344538	3/1/2022		
Australia	Rapid-Entry Footwear Comprised of a Unified Material	2020368600	3/28/2022		
Brazil	Rapid-Entry Footwear with Rebounding Fit System	BR112018071514-0	10/18/2018		
Canada	Rapid-Entry Shoe	2784281	6/13/2012	2784281	2/3/2015
Canada	Rapid-Entry Footwear Having a Compressible Lattice Structure	3,114,654	3/26/2021	3,114,654	3/22/2022
Canada	Rapid-Entry Footwear Having a Stabilizer and an Elastic Element	3,148,597	1/21/2022		
Canada	Rapid-Entry Footwear Having a Pocket for a Compressed Medium	3,149,874	3/1/2022		
Canada	Rapid-Entry Footwear Having an Arm for Expanding an Opening	3,149,882	3/1/2022		
Canada	Rapid-Entry Footwear Comprised of a Unified Material	3,152,849	3/29/2022		

COUNTRY	TITLE	SRIMM NO.	FILING DATE	PATENT NO.	ISSUE DATE
Canada	Rapid-Entry Footwear Having a Compressible Lattice Structure	3,146,626	1/26/2022		
Canada	Rapid-Entry Footwear Having an Expandable Opening	3,125,896	7/6/2021		
Canada	Rapid-Entry Footwear Having a Heel Arm and a Resilient Member	3,130,777	8/18/2021		
Canada	Rapid-Entry Footwear with Rebounding Fit System	3021511	10/29/2018		
Canada	Sole for Footwear	207050	10/7/2021		
Canada	Shoe	200831	1/26/2021		
China	Rapid-Entry Shoe	201080061183.8	11/12/2010	ZL201080061183.8	4/1/2015
China	Rapid-Entry Footwear Having an Actuator Arm	201980043380.8	12/25/2020	112334036 B	10/29/2021
China	Rapid-Entry Footwear Having an Expandable Opening	201980087933.X	7/5/2021		
China	Rapid-Entry Footwear with Rebounding Fit System	201780034675.X	12/4/2018		
China	Sole for Footwear	202130677765.X	10/15/2021		
China	Rapid-Entry Footwear Having a Compressible Lattice Structure	201980067603.4	4/13/2021		
China	Rapid-Entry Footwear Having a Heel Arm and a Resilient Member	202080016720.00	8/25/2021		
China	Rapid-Entry Footwear Having a Stabilizer and an Elastic Element	202080055570.4	1/28/2022		
China	Rapid-Entry Footwear Having an Arm for Expanding an Opening	202080063377.5	3/8/2022		
China	Rapid-Entry Footwear Comprised of a Unified Material		4/18/2022		
China	Rapid-Entry Footwear Having a Pocket for a Compressed Medium	Not yet assigned	4/4/2022		
EU	Rapid-Entry Footwear Having a Pocket for a Compressed Medium	20859971.2	3/30/2022		
EU	Rapid-Entry Footwear Having an Arm for Expanding an Opening	20862623.4	3/31/2022		
Europe	Lattice Structure for Footwear	008416507-0001	1/28/2021	008416507-0001	1/28/2021
Europe	Sole for Footwear	008725972-0001	10/14/2021	008725972-0001	10/14/2021
Europe	Rapid-Entry Shoe	10779652.6	6/12/2012	2498641	3/3/2021
Europe	Rapid-Entry Footwear Having an Actuator Arm	19825355.1	1/27/2021		
Europe	Rapid-Entry Footwear Having an Expandable Opening	19909287.5	7/29/2021		

COUNTRY	TITLE	SERIAL NO.	FILING DATE	PATENT NO.	ISSUE DATE
Europe	Rapid-Entry Footwear Having a Stabilizer and an Elastic Element	20847234	2/24/2022		
Europe	Rapid-Entry Shoe	21152841.9	1/21/2021		
Europe	Rapid-Entry Footwear Having a Compressible Lattice Structure	19909093.7	4/14/2021		
Europe	Rapid-Entry Footwear Having a Heel Arm and a Resilient Member	20762146.7	8/31/2021		
Europe	Rapid-Entry Footwear with Rebounding Fit System	EP17786689.4	10/17/2018		
Hong Kong	Rapid-Entry Footwear with Rebounding Fit System	19122957.4 / 1262997	4/25/2019		
India	Rapid-Entry Footwear with Rebounding Fit System	201817039099	10/15/2018		
Japan	Rapid-Entry Footwear with Rebounding Fit System	2019-506607	10/19/2018		
Japan	Rapid-Entry Shoe	2012-539036	5/14/2012	5722908	4/3/2015
Korea	Rapid-Entry Footwear with Rebounding Fit System	10-2018-7033448	10/18/2018	10-2357076	1/25/2022
Mexico	Rapid-Entry Footwear with Rebounding Fit System	MX/a/2018/012839	10/19/2018		
UK	Lattice Structure for Footwear	6115476	1/26/2021	6115476	1/26/2021
UK	Sole for Footwear	6170079	10/14/2021	6170079	10/14/2021
US	Rapid-Entry Footwear with Rebounding Fit System	15/690,679	8/30/2017	10,306,947	6/4/2019
US	Rapid-Entry Footwear with Rebounding Fit System	15/934,740	3/23/2018	10,506,842	12/17/2019
US	Rapid-Entry Shoe	15/693,195	8/31/2017	10,555,578	2/11/2020
US	Rapid-Entry Footwear Having a Compressible Lattice Structure	16/720,382	12/19/2019	10,638,810	5/5/2020
US	Rapid-Entry Footwear Having an Actuator Arm	16/457,406	6/28/2019	10,653,209	5/19/2020
US	Rapid-Entry Footwear Having an Expandable Opening	16/731,710	12/31/2019	10,660,401	5/26/2020
US	Rapid-Entry Shoe	16/808,732	3/4/2020	10,813,405	10/27/2020
US	Rapid-Entry Footwear Having a Pocket for a Compressed Medium	16/996,503	8/18/2020	10,905,192	2/2/2021
US	Rapid-Entry Footwear Having a Compressible Lattice Structure	16/899,586	6/12/2020	10,973,279	4/13/2021
US	Rapid-Entry Footwear Comprised of a Unified Material	17/074,229	10/19/2020	11,064,761	7/20/2021

COUNTRY	TITLE	SERIAL NO.	FILING DATE	PATENT NO.	ISSUE DATE
US	Rapid-Entry Footwear with Rebounding Fit System	15/493,582	4/21/2017	9,820,527	11/21/2017
US	Rapid-Entry Shoe	13/509,780	5/14/2012	9,877,542	1/30/2018
US	Lattice Structure for Footwear	29/744,853	7/31/2020	D943946	2/22/2022
US	Rapid-Entry Footwear Having a Heel Arm and a Resilient Member	17/406,430	8/19/2021		
US	Rapid-Entry Footwear Having a Stabilizer and an Elastic Element	16/942,335	7/29/2020		
US	Rapid-Entry Footwear Having an Arm for Expanding an Opening	17/015,894	9/9/2020		
US	Rapid-Entry Footwear with Rebounding Fit System	17/101,412	11/23/2020		
US	Rapid-Entry Shoe	16/582,086	9/25/2019		
US	Rapid-Entry Footwear Having a Multi-Action Counter	63/247,689	9/23/2021		
US	Sole for Footwear	29/779,357	4/19/2021		
US	Sole for Footwear	29/779,359	4/19/2021		
US	Sole for Footwear	29/779,363	4/19/2021		
US	Rapid-Entry Footwear with Rebounding Fit System	16/691,254	11/21/2019		
US	Rapid-Entry Shoe	17/211,831	3/25/2021		
US	Rapid-Entry Footwear Having an Actuator Arm	17/133,613	12/23/2020		
US	Rapid-Entry Footwear Having an Expandable Opening	17/367,987	7/6/2021		
US	Rapid-Entry Footwear Having a Compressible Lattice Structure	16/990,713	8/11/2020		
US	Rapid-Entry Footwear Having a Compressible Lattice Structure	17/584,036	1/25/2022		
US	Rapid-Entry Footwear Having a Pocket for a Compressed Medium	17/132,507	12/23/2020		
US	Rapid-Entry Footwear Comprised of a Unified Material	17/378,687	7/17/2021		
US	ADJUSTABLE FOOTBEDS FOR FOOTWEAR	16/927,489	7/13/2020	11,051,577	7/6/2021
US	FOOTWEAR HAVING AN ADJUSTABLE LINING	17/143,909	1/7/2021		
US	ADJUSTABLE FOOTWEAR HAVING SOLE STRUCTURE WITH	17/143,869	1/7/2021		

COUNTRY	TITLE	SERIAL NO.	FILING DATE	PATENT NO.	ISSUE DATE
	INTERDEPENDENT PARTS				
US	ADJUSTABLE FOOTWEAR HAVING APERTURES IN SOLE STRUCTURE	17/143,854	1/7/2021		
US	Adjustable Footbed System	63/218,916	7/7/2021		
US	Customizable Footbed	63/218,917	7/7/2021		
US	Sole for Footwear	29/835,116	4/15/2022		
US	Footwear Upper	29/835,121	4/15/2022		
US	ARCH ADJUSTABLE FOOTBEDS FOR FOOTWEAR	17/143,925	1/7/2021		
US	ADJUSTABLE FOOTBEDS FOR FOOTWEAR	17/345,292	6/11/2021		
US	FOOTWEAR HAVING UPPER ADJUSTABILITY	17/143,895	1/7/2021		
Vietnam	Rapid-Entry Footwear with Rebounding Fit System	1-2018-05048	11/12/2018		
Vietnam	Rapid-Entry Footwear Having an Actuator Arm	1-2021-00186	1/14/2021		
Vietnam	Rapid-Entry Footwear Having an Expandable Opening	1-2021-04435	7/20/2021		
Vietnam	Rapid-Entry Shoe	1-2021-02582	5/10/2021		
Vietnam	Rapid-Entry Footwear Having a Heel Arm and a Resilient Member	1-2021-05514	9/7/2021		
Vietnam	Rapid-Entry Footwear Having a Stabilizer and an Elastic Element	1-2022-01068	2/22/2022		
Vietnam	Rapid-Entry Footwear Having a Pocket for a Compressed Medium	1-2022-01540	3/11/2022		
Vietnam	Rapid-Entry Footwear Having an Arm for Expanding an Opening	1-2022-01539	3/11/2022		
Vietnam	Rapid-Entry Footwear Comprised of a Unified Material	1-2022-02213	4/8/2022		
WO	Rapid-Entry Footwear Having Rotatable Straps	PCT/US21/15572	1/28/2021		
WO	Rapid-Entry Footwear Having a Rotating Rear Portion and a Fulcrum	PCT/US21/54817	10/13/2021		

COUNTRY	TITLE	SERIAL NO.	FILING DATE	PATENT NO.	ISSUE DATE
WO	Rapid-Entry Footwear Having a Split Back	PCT/US21/59496	11/16/2021		
WO	Rapid-Entry Footwear Having a Transforming Footbed	PCT/US22/16867	2/17/2022		
WO	Rapid-Entry Footwear Having a Rotating Tongue	PCT/US22/21821	3/24/2022		
WO	Rapid-Entry Footwear Having a Heel Bow Dynamic Portion	PCT/US22/24501	4/12/2022		
WO	FOOTWEAR COMPRISING A DYNAMIC MATERIAL EXHIBITING TOPOGRAPHIC TRANSFORMATION	PCT/US21/12543	1/7/2021		
WO	ADJUSTABLE FOOTBEDS FOR FOOTWEAR	PCT/US20/41804	7/13/2020		
WO	FOOTWEAR HAVING MICRO ADJUSTABILITY	PCT/US21/12537	1/7/2021		
WO	Motion-Assist Footwear Comprising a Force Translator	PCT/US21/60404	11/22/2021		