#### 507604713 11/17/2022

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT7651604

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	3

#### **CONVEYING PARTY DATA**

Name	Execution Date
THE MITCHELL GOLD CO.	10/31/2022

#### **RECEIVING PARTY DATA**

Name:	SG-COMFORT/SD, LLC
Street Address:	100 RIVER BLUFF DRIVE
City:	LITTLE ROCK
State/Country:	ARKANSAS
Postal Code:	72201

### **PROPERTY NUMBERS Total: 8**

Property Type	Number
Application Number:	29621139
Application Number:	29621142
Application Number:	29621147
Application Number:	29621144
Application Number:	29689563
Application Number:	29689659
Application Number:	29689660
Application Number:	29689661

#### **CORRESPONDENCE DATA**

**Fax Number:** (501)375-1309

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:** 5013770360

**Email:** trobertson@roselawfirm.com

Correspondent Name: TERESA ROBERTSON, ROSE LAW FIRM

Address Line 1: 120 EAST 4TH STREET

Address Line 4: LITTLE ROCK, ARKANSAS 72201

NAME OF SUBMITTER:	TERESA ROBERTSON	
SIGNATURE:	/s/ Teresa Robertson	

PATENT 507604713 REEL: 061814 FRAME: 0149

DATE SIGNED:	11/17/2022	
	This document serves as an Oath/Declaration (37 CFR 1.63).	
Total Attachments: 6		
source=SG-Comfort - Patent Security Agreement (10.2022)(1534866.2)(1545022.1)#page1.tif		
source=SG-Comfort - Patent Security Agreement (10.2022)(1534866.2)(1545022.1)#page2.tif		
source=SG-Comfort - Patent Security Agreement (10.2022)(1534866.2)(1545022.1)#page3.tif		
source=SG-Comfort - Patent Security Agreement (10.2022)(1534866.2)(1545022.1)#page4.tif		
source=SG-Comfort - Patent Security Agreement (10.2022)(1534866.2)(1545022.1)#page5.tif		
source=SG-Comfort - Patent Security Agreement (10.2022)(1534866.2)(1545022.1)#page6.tif		

#### PATENT SECURITY AGREEMENT

#### (SG-COMFORT/SD, LLC NOTE PURCHASE AGREEMENT)

THIS PATENT SECURITY AGREEMENT (this "<u>Agreement</u>") made as of October 31, 2022, by THE MITCHELL GOLD CO., a North Carolina corporation ("<u>Grantor</u>"), in favor of SG-COMFORT/SD, LLC, an Arkansas limited liability company ("<u>Grantee</u>"):

## <u>WITNESSETH</u>

WHEREAS, Grantor has applied to and received from Grantee a certain term loan in an original principal amount of One Million, Three Hundred Thirteen Thousand, Seven Hundred Forty-Three Dollars and 00/100 (\$1,313,743.00) (the "Loan");

WHEREAS, the Loan is evidenced by that certain Senior Subordinated Secured PIK Note between Grantor and Grantee of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "PIK Note");

WHEREAS, the PIK Note is further memorialized by a certain Note Purchase Agreement of even date herewith by and among Grantor and Grantee (as amended, restated, supplemented or otherwise modified and in effect from time to time, the "Note Purchase Agreement") (the PIK Note, Note Purchase Agreement, and this Agreement, along with any and all other security agreements and all other loan documents and instruments evidencing the Loan now existing or hereinafter entered into, as amended, restated, supplemented or otherwise modified from time to time, and any additional senior subordinated secured PIK notes (whether issued under the Note Purchase Agreement or otherwise) are collectively referred to hereinafter as the "Loan Documents");

WHEREAS, pursuant to the terms of a certain Security Agreement dated as of the date hereof among Grantor and Grantee (including all annexes, exhibits and schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified and in effect from time to time, the "Security Agreement"), Grantor has granted to Grantee, for the benefit of Lenders, a security interest in substantially all of the assets of Grantor including a security interest in all right, title and interest of Grantor in, and all products and proceeds thereof, to secure the Subordinated Obligations (as defined in the Note Purchase Agreement); and

WHEREAS, Grantee is willing to make the Loan to Grantor in accordance with the terms and conditions set forth in the Loan Documents, and provided Grantor grant to Grantee the security interests set forth herein.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. <u>Incorporation of Security Agreement</u>. The Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto.

- 2. <u>Definitions</u>. When used herein the following terms shall have the following meanings:
  - "Patents" means, to the extent existing, (a) all letters patent of the United States, any other country or any political subdivision thereof, all reissues and extensions thereof and all goodwill associated therewith, including any of the foregoing referred to in Schedule 1, to the extent existing with respect to Grantor, (b) all applications for letters patent of the United States or any other country and all divisions, continuations and continuations-in-part thereof, including any of the foregoing referred to in Schedule 1, and (c) all rights to obtain any reissues or extensions of the foregoing.
- 3. <u>Grant of Security Interests</u>. To secure the payment of indebtedness and performance of the Subordinated Obligations (as defined in the Note Purchase Agreement), Grantor hereby grants to Grantee a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "<u>Collateral</u>"), whether now owned or existing or hereafter created, acquired or arising:
  - (i) each Patent registered or applied for in the United States, including, without limitation, each Patent referred to in <u>Schedule 1</u>, together with any renewals thereof, each Patent that becomes registered or applied for in the United States hereafter, all common law ownership rights Grantor has in any unregistered Patents, and all of the goodwill of the business connected with the use of, and symbolized by, each Patent; and
  - (ii) all products and proceeds of the foregoing, including, without limitation or any claim by Grantor against third parties for past, present or future infringement or dilution of any Patent.
- 4. <u>Priority</u>. The rights under this Agreement securing the indebtedness under the Senior Subordinated Secured PIK Note (as defined in the Note Purchase Agreement), the rights under the security agreement securing the indebtedness under the Williams Senior Subordinated Secured PIK Note (as defined in the concurrent Williams Note Purchase Agreement) and the Gold Senior Subordinated Secured PIK Note (as defined in the concurrent Gold Note Purchase Agreement) shall be realized pari passu or ratably and in all events are subject to the Subordination and Intercreditor Agreement as defined in the Note Purchase Agreement.
- 5. <u>Miscellaneous</u>. THIS AGREEMENT SHALL BE GOVERNED BY AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF ARKANSAS, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES. Whenever possible each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but in case any provision of or obligation under this Agreement shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby. Whenever in this Agreement reference is made to Grantee or Grantor, such reference shall be deemed to include, as applicable, a reference to their respective successors and assigns.

-2- 1534866.2

The provisions of this Agreement shall be binding upon Grantor and its successors and assigns, and shall inure to the benefit of Grantee and its successors and assigns. This Agreement may be authenticated in any number of separate counterparts, each of which shall collectively and separately constitute one agreement.

[SIGNATURE PAGE FOLLOWS]

-3-

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

THE MITCHELL GOLD CO.,

a North Carolina corporation, as Grantor

Title: Chief Financial Officer

SG-Comfort Signature Page to Patent Security Agreement

Agreed and Accepted As of the Date First Written Above

SG-COMFORT/SD, LLC, an Arkansas limited liability company, as Grantee

By: The Stephens Group, LLC, its Manager

By: William W. Kilgroe

Title: General Counsel

# SCHEDULE 1

Patent	Status	App. No.	Reg. No.	Country
SOFA	Registered	29621139	D849438	United States of America
SOFA	Registered	29621142	D849439	United States of America
SOFA	Registered	29621147	D849440	United States of America
SOFA	Registered	29621144	D850140	United States of America
SOFA	Registered	29689563	D874176	United States of America
SOFA	Registered	29689659	D874177	United States of America
SOFA	Registered	29689660	D874178	United States of America
SOFA	Registered	29689661	D874179	United States of America

**RECORDED: 11/17/2022**