

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7639554

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	GRANT OF A SECURITY INTEREST -- PATENTS
CONVEYING PARTY DATA	
Name	Execution Date
NORDIC SPAS, LLC	11/10/2022
RECEIVING PARTY DATA	
Name:	CERBERUS BUSINESS FINANCE AGENCY, LLC, AS COLLATERAL AGENT
Street Address:	875 THIRD AVENUE
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10022
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	D639972
Patent Number:	D454643
Application Number:	11492475
CORRESPONDENCE DATA	
Fax Number:	(860)240-2701
<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:	8602402935
Email:	michelle.fournier@morganlewis.com
Correspondent Name:	MICHELLE FOURNIER
Address Line 1:	MORGAN, LEWIS & BOCKIUS LLP
Address Line 2:	ONE STATE STREET
Address Line 4:	HARTFORD, CONNECTICUT 06103
NAME OF SUBMITTER:	MICHELLE WALTERS FOURNIER
SIGNATURE:	/Michelle Walters Fournier/
DATE SIGNED:	11/10/2022
Total Attachments: 4	
source=Artesian - Second Amendment - Patent Security Agreement (Executed)#page1.tif	
source=Artesian - Second Amendment - Patent Security Agreement (Executed)#page2.tif	
source=Artesian - Second Amendment - Patent Security Agreement (Executed)#page3.tif	

GRANT OF A SECURITY INTEREST -- PATENTS

This Patent Security Agreement (this "Patent Security Agreement") is made as of November 10, 2022, by Nordic Spas, LLC ("Grantor"), in favor of Cerberus Business Finance Agency, LLC, in its capacity as collateral agent for itself and the other Secured Parties (together with its successors and assigns in such capacity, "Grantee").

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated as of September 23, 2021 (as amended, restated, amended and restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Grantee; and

WHEREAS, pursuant to the Security Agreement, the Grantor has assigned to the Grantee and granted to the Grantee for the benefit of the Secured Parties (as defined in the Security Agreement), a continuing security interest in all right, title and interest of the Grantor in, to and under the letter patents, design patents and utility patents listed on the attached Schedule A (the "Patents") and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby pledge, convey, sell, assign, transfer and set over unto the Grantee and grants to the Grantee for the benefit of the Grantee and the Secured Parties, a continuing security interest in the Collateral (other than, to the extent provided in the Security Agreement, any Excluded Property) to secure the prompt payment, performance and observance of the Secured Obligations.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Patent Security Agreement and the terms of the Security Agreement, the Security Agreement shall control.

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. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

[Remainder of page intentionally left blank]

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

NORDIC SPAS, LLC

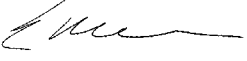
By: Pete Westfall
Name: Pete Westfall
Title: Treasurer

SIGNATURE PAGE TO PATENT SECURITY AGREEMENT

PATENT
REEL: 061916 FRAME: 0649

Acknowledged and Accepted:

CERBERUS BUSINESS FINANCE AGENCY, LLC,
as the Collateral Agent

By: _____

Name: Eric Miller

Title: Senior Managing Director

SCHEDULE A

Owner	Title	App. Number	Filing Date	Issue Date
Nordic Spas, LLC	Spa	D639,972	July 25, 2008	June 14, 2011
	Hot Tub	D454,643	June 20, 2001	March 19, 2002 (Expired)
	Spa	11/492,475 (2008/0022447)	July 25, 2006	Abandoned (2008)