PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT8053408

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
INOVA DESIGN SOLUTIONS LTD	05/19/2023

RECEIVING PARTY DATA

Name:	LAKELAND INDUSTRIES, INC.
Street Address:	1525 PERIMETER PARKWAY
Internal Address:	SUITE 325
City:	HUNTSVILLE
State/Country:	ALABAMA
Postal Code:	35806

PROPERTY NUMBERS Total: 9

Property Type	Number
Patent Number:	8574165
Patent Number:	10973410
Patent Number:	11125622
Patent Number:	D856523
Patent Number:	D895125
Patent Number:	D895811
Application Number:	29724643
Application Number:	29833480
Application Number:	29833484

CORRESPONDENCE DATA

Fax Number: (205)254-1999

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: 2052541036

Email:tebbert@maynardnexsen.comCorrespondent Name:C. BRANDON BROWNINGAddress Line 1:1901 6TH AVENUE NORTH

Address Line 2: SUITE 1700

Address Line 4: BIRMINGHAM, ALABAMA 35203

ATTORNEY DOCKET NUMBER: 821470.00012

PATENT REEL: 064265 FRAME: 0318

508006268

NAME OF SUBMITTER:	C. BRANDON BROWNING
SIGNATURE:	/C. Brandon Browning/
DATE SIGNED:	07/12/2023

Total Attachments: 33

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> PATENT REEL: 064265 FRAME: 0319

19 May 2023 Dated
(1) INOVA DESIGN SOLUTIONS LTD
and
(2) LAKELAND INDUSTRIES, INC
DEBENTURE

PATENT REEL: 064265 FRAME: 0320

CONTENTS

19 May 2023 THIS DEED IS MADE ON

BETWEEN:

- (1) Inova Design Solutions Ltd a private limited company incorporated under the laws of England and Wales with company number 07513025 whose registered office is at 86-90 Paul Street, London EC2A 4NE, United Kingdom (the "Borrower"); and
- (2)**Lakeland Industries, Inc** a corporation incorporated under the laws of Delaware, United States whose registered office is at 1525 Perimeter Parkway, Suite 325 Huntsville, AL, USA (the "Lender").

WHEREAS:

- The Borrower has constituted up to of Loan Notes (as defined below).
- В Under this Deed, the Borrower provides security to the Lender for the Borrower's obligations in respect of the Loan Notes.

IT IS AGREED AS FOLLOWS:

1. Definitions and interpretation

Definitions 1.1

Administrator means an administrator appointed to manage the

affairs, business and property of the Borrower

pursuant to clause 8.6;

Business Day means a day other than a Saturday, Sunday or

public holiday in England when banks in London

are open for business;

Delegate means any person appointed by the Lender or any

> Receiver pursuant to clause 13 and any person appointed as attorney of the Lender, Receiver or

Delegate;

Event of means any of the events listed in paragraph 5 of Default

Part 1 of Schedule 2 to the Loan Note Instrument:

Intellectual means the Borrower's present and future patents, utility models, rights to inventions, copyright and **Property**

related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in

computer software, database rights, rights to use, and protect the confidentiality of, confidential

information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world,

- (a) excluding (for the avoidance of doubt) the intellectual property rights set out at
 Schedule 2 which the Borrower licences from third parties; and
- (b) including (for the avoidance of doubt) the registered intellectual property rights set out at Schedule 1 and any subsequent amendments or renewals of such registrations;

Legal Reservations

- (a) the principle that equitable remedies may be granted or refused at the discretion of a court and the limitation of enforcement by laws relating to insolvency, reorganisation and other laws generally affecting the rights of creditors;
- (b) the time barring of claims under statute, the possibility that an undertaking to assume liability for or indemnify a person against non-payment of UK stamp duty may be void and defences of set-off or counterclaim; and
- (c) similar principles, rights and remedies under the laws of any relevant jurisdiction;

Loan Note Instrument

means the loan note instrument dated the date of this Deed:

Loan Notes

means the up to in principal amount of convertible secured A loan notes 2023 issued by the Borrower to the Lender on the terms set out in the Loan Note Instrument from time to time;

LPA 1925

means the Law of Property Act 1925;

Receiver

means a receiver, receiver and manager or administrative receiver of any or all of the Secured Assets appointed by the Lender under clause 11;

Secured Assets

means all the assets, property and undertaking for the time being subject to the Security created by, or pursuant to, this Deed (excluding, for the avoidance of doubt the intellectual property rights set out at Schedule 2 to this Deed) (and references to the Secured Assets shall include references to any part of them);

Secured Liabilities

means all present and future monies, obligations and liabilities of the Borrower to the Lender, whether actual or contingent and whether owed jointly or severally, as principal or surety or in any other capacity, under or in connection with the Loan Note Instrument and/or the Loan Notes or this Deed, together with all interest (including, without limitation, default interest) accruing in respect of those monies, obligations or liabilities;

Security

means any mortgage, charge (whether fixed or floating, legal or equitable), pledge, lien, assignment by way of security or other security interest securing any obligation of any person, or any other agreement or arrangement having a similar effect;

Security Period

means the period starting on the date of this Deed and ending on the date on which the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full and no further Secured Liabilities are capable of being outstanding.

1.2 Interpretation

In this Deed:

- (a) clause headings shall not affect the interpretation of this Deed;
- (b) a reference to a **person** shall include a reference to an individual, firm, company, corporation, partnership, unincorporated body of persons, government, state or agency of a state or any association, trust, joint venture or consortium (whether or not having separate legal personality);
- (c) unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular;
- (d) unless the context otherwise requires, a reference to one gender shall include a reference to the other genders;
- (e) a reference to a party shall include that party's successors, permitted assigns and permitted transferees and this Deed shall

- be binding on, and enure to the benefit of, the parties to this Deed and their respective personal representatives, successors, permitted assigns and permitted transferees;
- (f) a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time;
- (g) a reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision;
- (h) a reference to **writing** or **written** includes fax but not email;
- (i) an obligation on a party not to do something includes an obligation not to allow that thing to be done;
- (j) a reference to **this Deed** (or any provision of it) or to any other agreement or document referred to in this Deed is a reference to this Deed, that provision or such other agreement or document as amended (in each case, other than in breach of the provisions of this Deed) from time to time;
- (k) unless the context otherwise requires, a reference to a clause is to a clause of this Deed;
- any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms;
- a reference to an **amendment** includes a novation, reenactment, supplement or variation (and amended shall be construed accordingly);
- (n) a reference to **assets** includes present and future properties, undertakings, revenues, rights and benefits of every description;
- (o) a reference to an **authorisation** includes an approval, authorisation, consent, exemption, filing, licence, notarisation, registration and resolution;
- (p) a reference to **continuing** in relation to an Event of Default means an Event of Default that has not been remedied or waived:
- (q) a reference to **determines** or **determined** means, unless the contrary is indicated, a determination made at the absolute discretion of the person making it; and
- (r) a reference to a **regulation** includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, inter-governmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation.

1.3

1.4 Perpetuity period

If the rule against perpetuities applies to any trust created by this Deed, the perpetuity period shall be 125 years (as specified by section 5(1) of the Perpetuities and Accumulations Act 2009).

2. Covenant to pay

The Borrower shall, on demand, pay to the Lender and discharge the Secured Liabilities when they become due.

3. Grant of security

3.1 Fixed charges

As a continuing security for the payment and discharge of the Secured Liabilities, the Borrower with full title guarantee charges to the Lender by way of first fixed charge all the Intellectual Property.

3.2 Floating charge

As a continuing security for the payment and discharge of the Secured Liabilities, the Borrower with full title guarantee charges to the Lender, by way of first floating charge, all the Intellectual Property of the Borrower at any time not effectively charged pursuant to clause 3.1.

3.3 Qualifying floating charge

Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created by clause 3.2.

3.4 Automatic crystallisation of floating charge

The floating charge created by clause 3.2 shall automatically and immediately (without notice) convert into a fixed charge over the assets subject to that floating charge if:

(a) the Borrower:

(i) creates, or attempts to create, without the prior written consent of the Lender, a Security or a trust in favour of another person over all or any part of the Secured Assets, except as expressly permitted by the terms of this Deed; or

- (ii) disposes, or attempts to dispose of, all or any part of the Secured Assets (other than Secured Assets that are only subject to the floating charge while it remains uncrystallised);
- (b) any person levies (or attempts to levy) any distress, attachment, execution or other process against all or any part of the Secured Assets; or
- (c) a resolution is passed or an order is made for the winding-up, dissolution, administration or re-organisation of the Borrower.

3.5 Crystallisation of floating charge by notice

The Lender may, in its sole discretion, by written notice to the Borrower, convert the floating charge created under this Deed into a fixed charge as regards any part of the Secured Assets specified by the Lender in that notice if:

- (a) an Event of Default occurs and is continuing; or
- (b) the Lender reasonably considers those assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy.
- 3.6 Assets acquired after any floating charge has crystallised

Any asset acquired by the Borrower after any crystallisation of the floating charge created under this Deed that, but for that crystallisation, would be subject to a floating charge under this Deed, shall (unless the Lender confirms otherwise to the Borrower in writing) be charged to the Lender by way of first fixed charge.

4. Liability of the Borrower

4.1 Liability not discharged

The Borrower's liability under this Deed in respect of any of the Secured Liabilities shall not be discharged, prejudiced or affected by:

- (a) any security, guarantee, indemnity, remedy or other right held by, or available to, the Lender that is, or becomes, wholly or partially illegal, void or unenforceable on any ground;
- (b) the Lender renewing, determining, varying or increasing any facility or other transaction in any manner or concurring in, accepting or varying any compromise, arrangement or settlement, or omitting to claim or enforce payment from any other person; or
- (c) any other act or omission that, but for this clause 4.1, might have discharged, or otherwise prejudiced or affected, the liability of the Borrower.

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4.2 Immediate recourse

The Borrower waives any right it may have to require the Lender to enforce any security or other right, or claim any payment from, or otherwise proceed against, any other person before enforcing this Deed against the Borrower.

5. Representations and warranties

- 6. General covenants
- 6.1

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6.6

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7. Intellectual Property covenants

7.1 Preservation of rights

The Borrower shall take all necessary action to safeguard and maintain present and future rights in, or relating to, the Intellectual Property including (without limitation) by observing all covenants and stipulations relating to those rights, and by paying all applicable renewal fees, licence fees and other outgoings.

7.2 Registration of Intellectual Property

The Borrower shall use all reasonable efforts to register applications for the registration of any Intellectual Property, and shall keep the Lender informed of all matters relating to each such registration.

7.3 Maintenance of Intellectual Property

The Borrower shall not permit any Intellectual Property to be abandoned, cancelled or to lapse.

8. Powers of the Lender

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9. When security becomes enforceable

9.1 Security becomes enforceable after an Event of Default which is continuing

The security constituted by this Deed shall become immediately enforceable after the occurrence of an Event of Default which is continuing.

9.2 Discretion

After the security constituted by this Deed has become enforceable, the Lender may, in its absolute discretion, enforce all or any part of that security at the times, in the manner and on the terms it thinks fit, and take possession of and hold or dispose of all or any part of the Secured Assets.

10. Enforcement of security

(a)

18. Release

- 18.1 Subject to clause 25.3, on the expiry of the Security Period (but not otherwise), the Lender shall, at the request and cost of the Borrower, take whatever action is necessary to:
 - (a) release the Secured Assets from the security constituted by this Deed; and
 - (b) reassign the Secured Assets to the Borrower.

21.1 Amendments

No amendment of this Deed shall be effective unless it is in writing and signed by, or on behalf of, each party (or its authorised representative).

21.2 Waivers and consents

- (a) A waiver of any right or remedy under this Deed or by law, or any consent given under this Deed, is only effective if given in writing by the waiving or consenting party and shall not be deemed a waiver of any other breach or default. It only applies in the circumstances for which it is given and shall not prevent the party giving it from subsequently relying on the relevant provision.
- (b) A failure to exercise, or a delay in exercising, any right or remedy provided under this Deed or by law shall not constitute a waiver of that or any other right or remedy, prevent or restrict any further exercise of that or any other right or remedy or constitute an election to affirm this Deed. No single or partial exercise of any right or remedy provided under this Deed or by law shall prevent or restrict the further exercise of that or any other right or remedy. No election to affirm this Deed by the Lender shall be effective unless it is in writing.

21.3 Rights and remedies

The rights and remedies provided under this Deed are cumulative and are in addition to, and not exclusive of, any rights and remedies provided by law.

22. Severance

22.1 Severance

22.2 If any provision (or part of a provision) of this Deed is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision (or part of a provision) shall be deemed deleted. Any modification to or deletion of a provision (or part of a provision) under this clause shall not affect the legality, validity and enforceability of the rest of this Deed.

23. Counterparts

23.1 Counterparts

- (a) This Deed may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute one deed.
- (b) Transmission of an executed counterpart of this Deed (but for the avoidance of doubt not just a signature page) by fax or email (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this Deed. If either method of delivery is adopted, without prejudice to the validity of the deed thus made, each party shall provide the others with the original of such counterpart as soon as reasonably possible thereafter.
- (c) No counterpart shall be effective until each party has executed and delivered at least one counterpart.

24. Third party rights

24.1 Third party rights

- (a) Except as expressly provided elsewhere in this Deed, a person who is not a party to this Deed shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce, or enjoy the benefit of, any term of this Deed. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.
- (b) The rights of the parties to rescind or agree any amendment or waiver under this Deed are not subject to the consent of any other person.

25. Further provisions

25.1 Independent security

The security constituted by this Deed shall be in addition to, and independent of, any other security or guarantee that the Lender may

hold for any of the Secured Liabilities at any time. No prior security held by the Lender over the whole or any part of the Secured Assets shall merge in the security created by this Deed.

25.2 Continuing security

The security constituted by this Deed shall remain in full force and effect as a continuing security for the Secured Liabilities, despite any settlement of account, or intermediate payment, or other matter or thing, unless and until the Lender discharges this Deed in writing.

25.3 Discharge conditional

Any release, discharge or settlement between the Borrower and the Lender shall be deemed conditional on no payment or security received by the Lender in respect of the Secured Liabilities being avoided, reduced or ordered to be refunded pursuant to any law relating to insolvency, bankruptcy, winding-up, administration, receivership or otherwise. Despite any such release, discharge or settlement:

- (a) the Lender or its nominee may retain this Deed and the security created by or pursuant to it, including all certificates and documents relating to the whole or any part of the Secured Assets, for any period that the Lender deems necessary to provide the Lender with security against any such avoidance, reduction or order for refund; and
- (b) the Lender may recover the value or amount of such security or payment from the Borrower subsequently as if the release, discharge or settlement had not occurred.

25.4 Consolidation

The restriction on the right of consolidation contained in section 93 of the LPA 1925 shall not apply to this Deed.

25.5 Small company moratorium

Notwithstanding anything to the contrary in this Deed and unless Article A52(4) of the Insolvency Act 1986 allows, neither the obtaining of a moratorium by the Borrower under Part A1 to the Insolvency Act 1986 nor the doing of anything by the Borrower with a view to obtaining such a moratorium (including any preliminary decision or investigation) shall be, or be construed as:

- (a) an event under this Deed which causes any floating charge created by this Deed to crystallise;
- (b) an event under this Deed which causes any restriction which would not otherwise apply to be imposed on the disposal of any property by the Borrower; or

(c) a ground under this Deed for the appointment of a Receiver.

26. Notices

26.1 Delivery

Each notice or other communication required to be given to a party under or in connection with this Deed shall be:

- (a) in writing;
- (b) delivered by email, by hand, by pre-paid first-class post or other next working day delivery service; and
- (c) sent to:

or to any other address as is notified in writing by one party to the other from time to time.

26.2 Receipt by Borrower or Lender

Any notice or other communication that one party gives to the other party under this Deed shall be deemed to have been received:

- (a) if delivered by hand, at the time it is left at the relevant address;
- (b) if delivered by email, at 9.00am local time on the next Business Day, or at the time of actual receipt if earlier; and
- (c) if posted by pre-paid first-class post or other next working day delivery service, on the second Business Day after posting.

A notice or other communication given as described in clause 26.2(a) on a day that is not a Business Day, or after normal business hours, in the place it is received, shall be deemed to have been received on the next Business Day.

26.3 Service of proceedings

This clause 26 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

27. Governing law and jurisdiction

27.1 Governing law

This Deed and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

27.2 Jurisdiction

Each party irrevocably agrees that, subject as provided below, the courts of England and Wales shall have exclusive jurisdiction over any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Deed or its subject matter or formation. Nothing in this clause shall limit the right of the Lender to take proceedings against the Borrower in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

27.3 Other service

The Borrower irrevocably consents to any process in any legal action or proceedings under clause 27.2 being served on it in accordance with the provisions of this Deed relating to service of notices. Nothing contained in this Deed shall affect the right to serve process in any other manner permitted by law.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Schedule 1 Registered intellectual property

a) Granted Patents and Patent Applications

Granted Patents

Australia '2005220057 Australia '2015352180 Australia '2017270923 Brazil '1120170110733 China 'ZL 2015800633168 China 'ZL 2017800456478 France 'FR1740089

Germany 'DE1740089 Hong Kong '40008171 B India '421347 'JP6954835 Japan Japan 'JP7026953 Mexico 'MX392830 New Zealand '749460 South Korea 10-2439668 United Kingdom 'GB2532745 United Kingdom 'GB2535279 **United Kingdom** 'GB2554632 United Kingdom 'GB2411719 USA 'US8574165 **USA** 'US 10,973,410 **USA** 'US11,125,622

Pending Patents

b) Design Registrations

Registered Designs

Australia '201714089 Australia '201714091 Australia '202010886 Australia '202211987 Australia '202211988 Canada '175764 Canada '194096 Canada '194097 Canada '194098

China 'ZL 2017 3 02935535 China 'ZL 2017 3 02941343 China 'ZL 2020 3 00536848 'ZL 2020 3 00540311 China Europe '003598002-0001 Europe '003598002-0002 Europe '003598002-0003 Europe '003598002-0004 '006739173-0001 Europe Europe '006739173-0002 '006739173-0003 Europe Europe '006739173-0004 '008719272-0001 Europe '008719272-0002 Europe Europe '008719272-0003 India '327124-001 International 'DM/206482 International 'DM/222252 1594231 Japan Japan 1685136 1685137 Japan Japan 1685138 New Zealand 423231 New Zealand '423232 New Zealand 427137 New Zealand '430223 New Zealand 430224 South Korea 'DM/206482 South Korea 'DM/206482 South Korea 'DM/206482 United Kingdom '90035980020001 **United Kingdom** 190035980020002 **United Kingdom** '90035980020003 **United Kingdom** 190035980020004 **United Kingdom** '90067391730001 **United Kingdom** 190067391730002 **United Kingdom** 190067391730003 190067391730004 **United Kingdom USA** 'D856523

USA 'D895,125 USA 'D895,811

Pending Designs

USA '29/724,643 USA '29/833,480 USA '29/833,484

c) Trademarks

Registered Trademark

Trademark number Trademark

UK00003849054 "BODYTRAK" UK00003125932 "Bodytrak"

Pending Trademarks

Australia

Brazil

Canada

China

EU

India

Japan

South Korea

Mexico

New Zealand

US

d) Product Development and Design Information

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Schedule 2 Excluded intellectual property

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SIGNED as a **DEED** by

INOVA DESIGN SOLUTIONS LTD

acting by and
Geoffrey Drage two directors:

Lon Marsh

3A98DE32A391443...
Signature

----DocuSigned by:

Geoffrey Drage

Signature

PATENT REEL: 064265 FRAME: 0351

RECORDED: 07/12/2023

Execution Version

SIGNED as a DEED by

by CHARLES D. ROBERSON for and on behalf of LAKELAND INDUSTRIES, INC.

Chief Executive Officer, President and Secretary

> PATENT REEL: 064265 FRAME: 0352