

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT8129831

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
SPAN-AMERICA MEDICAL SYSTEMS, INC.	08/15/2023
RECEIVING PARTY DATA	
Name:	NATIONAL BANK OF CANADA
Street Address:	1155 METCALFE STREET, 23RD FLOOR
City:	MONTRÉAL
State/Country:	QUEBEC
Postal Code:	H3B 4S9
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	9717638
Patent Number:	10314752
Patent Number:	10265231
CORRESPONDENCE DATA	
Fax Number:	(202)280-1177
<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:	904 247-2620
Email:	eastdocket@holleymenker.com
Correspondent Name:	JAMES R. MENKER, HOLLEY & MENKER, P.A.
Address Line 1:	PO BOX 331937
Address Line 4:	ATLANTIC BEACH, FLORIDA 32233
ATTORNEY DOCKET NUMBER:	2074.3017
NAME OF SUBMITTER:	JAMES R. MENKER
SIGNATURE:	/jmenker/
DATE SIGNED:	08/23/2023
This document serves as an Oath/Declaration (37 CFR 1.63).	
Total Attachments: 5	
source=20230815 US IP Security Agmt Span-America Medical Systems Inc. Granted on Patents to National Bank of Canada#page1.tif	
source=20230815 US IP Security Agmt Span-America Medical Systems Inc. Granted on Patents to National Bank	

of Canada#page2.tif

source=20230815 US IP Security Agmt Span-America Medical Systems Inc. Granted on Patents to National Bank of Canada#page3.tif

source=20230815 US IP Security Agmt Span-America Medical Systems Inc. Granted on Patents to National Bank of Canada#page4.tif

source=20230815 US IP Security Agmt Span-America Medical Systems Inc. Granted on Patents to National Bank of Canada#page5.tif

PATENT

REEL: 064684 FRAME: 0366

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT ("**IP Security Agreement**"), dated as of August 15, 2023, is made by Span-America Medical Systems, Inc., a South Carolina corporation, (the "**Grantor**") in favor of National Bank of Canada, for itself and as administrative agent for the Finance Parties (as defined in the Credit Agreement) (the "**Agent**"). All capitalized terms not defined herein shall have the meaning ascribed to them in the Security Agreement (hereinafter defined).

WHEREAS, Savaria Corporation has entered into that certain third amended and restated credit agreement, dated as of August 15, 2023 (the "**Credit Agreement**"), with the Agent and lenders from time to time party thereto (the "**Lenders**").

WHEREAS, the Grantor has executed and delivered to the Agent that certain amended and restated pledge and security agreement dated as of March 4, 2021, made by and between the Grantor, the other grantors party thereto and the Agent (the "**Security Agreement**").

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Agent, for itself and as administrative agent for the Finance Parties, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed to execute and deliver this IP Security Agreement for recording with the United States Patent and Trademark Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Security. Grantor hereby pledges and grants to the Agent for the ratable benefit of the Finance Parties (as defined in the Credit Agreement) a security interest in and to all of the right, title, and interest of Grantor in, to, and under the following (the "**IP Collateral**"):

(a) the patents and patent applications set forth in Schedule 1 hereto and all reissues, divisions, continuations, continuations-in-part, renewals, extensions, and reexaminations thereof and amendments thereto (the "**Patents**");

(b) all rights of any kind whatsoever of Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether occurring before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right, but no obligation, to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. Grantor authorizes the Commissioner for Patents and the Commissioner for Trademarks, and any other government officials to record and register this IP Security Agreement upon request by the Agent.

3. Loan Documents. This IP Security Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Agent with respect to the IP Collateral are as provided by the Credit Agreement, the Security Agreement, and related documents, and nothing in this IP Security Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This IP Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this IP Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this IP Security Agreement.

5. Successors and Assigns. This IP Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This IP Security Agreement and any claim, controversy, dispute, or cause of action (whether in contract or tort or otherwise) based upon, arising out of, or relating to this IP Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

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

SPAN-AMERICA MEDICAL SYSTEMS, INC.

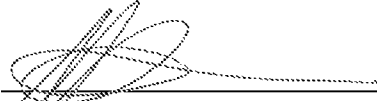
Per: _____

Name: Marcel Bourassa

Title: President

AGREED TO AND ACCEPTED:

NATIONAL BANK OF CANADA
as Agent

By: 
Name: Naomi Bilodeau
Title: Managing Director

By: 
Name: Jonathan Campbell
Title: Managing Director

SCHEDULE 1**PATENTS**

Owner	Territory	Patent	Patent Number	Application Date	Publication Date	Grant Date
Span-America Medical Systems, Inc.	United States of America	SELF-POWERED MICROCLIMATE CONTROLLED MATTRESS	9717638	02/27/2015	09/10/2015	08/01/2017
Span-America Medical Systems, Inc.	United States of America	SELF-POWERED MICROCLIMATE CONTROLLED MATTRESS	10314752	02/27/2015	09/07/2017	06/11/2019
Span-America Medical Systems, Inc.	United States of America	SELF-POWERED MICROCLIMATE CONTROLLED MATTRESS	10265231	02/27/2015	03/22/2018	04/23/2019