PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT8196956

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
EMBR LABS IP LLC	03/31/2023

RECEIVING PARTY DATA

Name:	ANKURA TRUST COMPANY, LLC
Street Address:	1 N WACKER DR
Internal Address:	STE 1950
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60606

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	18361385

CORRESPONDENCE DATA

Fax Number: (617)646-8646

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: 16176468000

Email: joseph.noreika@wolfgreenfield.com, sheryl.mackey@wolfgreenfield.com

Correspondent Name: WOLF, GREENFIELD & SACKS, P.C.

Address Line 1: 600 ATLANTIC AVENUE

Address Line 4: BOSTON, MASSACHUSETTS 02210

ATTORNEY DOCKET NUMBER:	W1034.70003US03
NAME OF SUBMITTER:	JOSEPH NOREIKA
SIGNATURE:	/Joseph Noreika/
DATE SIGNED:	09/29/2023

Total Attachments: 14

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is made as of March 31, 2023, by EMBR LABS IP LLC, a Delaware limited liability company ("Grantor"), in favor of ANKURA TRUST COMPANY, LLC, in its capacity as administrative agent and collateral agent for the Lenders defined below (in such capacity, "Agent").

WHEREAS, pursuant to that certain Term Loan and Security Agreement, dated as of March 31, 2023 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Grantor, EMBR LABS INC., a Delaware corporation ("Borrower"), such other Persons as may hereafter become Borrowers or Guarantors thereunder, the Persons which are now or which hereafter become lenders thereunder (collectively, the "Lenders" and each individually a "Lender") and Agent, the Lenders agreed to make certain financial accommodations available to the Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, in order to induce the Lenders and Agent to enter into the Credit Agreement, Grantor has agreed to guaranty Borrower's payment and performance of the Obligations under and as defined in the Credit Agreement pursuant to the Guaranty and Suretyship Agreement, dated as of March 31, 2023, by and between Grantor and Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty"); and

WHEREAS, pursuant to the Credit Agreement, Grantor is required to execute and deliver to Agent, for the benefit of the Lenders, this Agreement.

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

2. GRANT AND REAFFIRMATION OF SECURITY INTEREST. To secure Grantor's prompt payment and performance of the Guaranteed Obligations, as defined in the Guaranty, and the Obligations as provided in the Credit Agreement, Grantor hereby grants to the Agent for its benefit and the benefit of the Lenders, and hereby reaffirms its prior grant, pursuant to the Credit Agreement, of a continuing security interest in, and to, and Lien on all of Grantor's right, title and interest in, to and under the following Collateral, whether presently existing or hereafter created or acquired, and in all cases excluding any Excluded Property (collectively, the "IP Collateral"):

(a) all of Grantor's copyright and mask work registrations and applications and all of Grantor's registrations of exclusive inbound copyright license rights (collectively, "Copyrights"), including, without limitation, those United States Copyrights referred to on Schedule 1 hereto;

(b) all of Grantor's patents and patent applications (collectively, "Patents"), including, without limitation, those United States Patents referred to on Schedule 1 hereto;

(c) all of Grantor's trademarks, service marks, trade names, trade dress and registrations and applications for the foregoing (collectively, "Trademarks"), and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, including, without limitation, those United States Trademarks referred to on Schedule 1 hereto;

(d) any issued Patents, registered Trademarks, or registered Copyrights issuing on or from any applications included in the foregoing;

(e) all reissues, reexaminations, continuations, continuations-in-part, divisionals, extensions, or renewals, as applicable, of the foregoing; and

(f) all products and proceeds of the foregoing, including without limitation any claim by Grantor against third parties for past, present or future infringement , dilution, misappropriation or other violation of any of the foregoing.

3. SECURITY FOR OBLIGATIONS. This Agreement and the security interest granted herein secure the prompt payment and performance of the Guaranteed Obligations under the Guaranty and the Obligations under the Credit Agreement. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts which constitute part of the Guaranteed Obligations or the Obligations and would be owed by Grantor to Agent, the Lenders or any of them pursuant to the Guaranty or the Credit Agreement.

4. CREDIT AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lenders, pursuant to the Credit Agreement and shall not be construed to enhance, extend or limit the rights, obligations, representations and warranties, or remedies of any party thereunder. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the IP Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any term or provision of this Agreement conflicts or is inconsistent with any term or provision of the Credit Agreement, the provisions of the Credit Agreement shall control.

5. GOVERNING LAW. This Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise shall, in accordance with Section 5-1401 of the General Obligations Law of the State of New York, be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

6. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. Any signatures delivered by a party by facsimile transmission or by e-mail transmission and any electronic, electronic image scan transmission or photocopied manual signature shall be deemed and shall for all purposes have the same legal effect as an original signature hereto.

7. CONSTRUCTION. Unless the context of this Agreement clearly requires otherwise, the term "or" has, except where otherwise indicated, the inclusive meaning represented

by the phrase "and/or." Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference herein to any Person shall be construed to include such Person's successors and assigns.

[signature page follows]

Each of the parties has signed this Agreement as of the day and year first above written.

GRANTOR: **EMBR LABS IP LLC**

By: Embr Labs Inc.
Its: Managing Member

DocuSigned by:
By: Elizabeth Gazda
Name: Elizabeth Gazda
Title: Chief Executive Officer

AGENT:

ANKURA TRUST COMPANY, LLC

By: Beth Micena
Name: Beth Micena
Title: Managing Director

SCHEDULE 1
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. Copyright applications and registrations

None

II. Patents and Patent Applications

Country	Title	Application #	Filing Date	Patent #	Issue Date
Canada	Wearable Thermal Device.	CA2020-198470	2020-09-29	CA198470S S	2022-05-27
Japan	Wearable Device	JP2020-20963F	2020-09-30	JP1696168S S	2021-10-04
Japan	Methods And Apparatuses for Manipulating Temperature.	JP2021-214372	2021-12-28	JP2022058461 A	2022-04-12
Japan	Method And Apparatus for Manipulating Temperature.	JP2019-39628	2019-03-05	JP2019130319 A	2019-08-08
U.S.	Wearable Device	29/730,441	2020-04-03	D962,929	2022-09-06
U.S.	Thermal And Vibrotactile Haptic Actuators	17/418,079	2020-01-06		
U.S.	Methods And Devices for Manipulating Temperature	16/344,577	2017-11-09	11,256,309	2022-02-22

Country	Title	Application #	Filing Date	Patent #	Issue Date
U.S.	Low Power Thermoelectric Systems	17/221,088	2021-04-02		
U.S.	Methods And Systems for Dissipating Thermal Loads In Wearable Devices	16/962,322	2019-01-11		
U.S.	Methods And Devices for Manipulating Temperature	17/109,749	2020-12-02		
U.S.	Haptic Actuators and Their Methods Of Use	17/109,790	2020-12-02		
U.S.	Methods And Apparatuses for Manipulating Temperature	16/891,821	2020-06-03		
U.S.	Methods And Apparatuses for Manipulating Temperature	16/891,781	2020-06-03		
U.S.	Wearable Device	29/663,007	2018-09-11	D865,555	2019-11-05
U.S.	Wearable Device	29/663,003	2018-09-11	D865,554	2019-11-05
U.S.	Methods And Apparatuses for Manipulating Temperature	16/214,372	2018-12-10		

Country	Title	Application #	Filing Date	Patent #	Issue Date
U.S.	Haptic Actuators and Their Methods Of Use	16/129,182	2018-09-12		
U.S.	Wearable Device	29/574,277	2016-08-12	D830,874	2018-10-16
U.S.	Methods And Apparatuses for Manipulating Temperature	15/555,677	2016-03-11		
U.S.	Methods And Apparatuses for Manipulating Temperature	14/552,002	2014-11-24	10,182,937	2019-01-22
China	Haptic Actuators and Their Methods Of Use.	CN2018-80066303	2018-09-12	CN111201719 A	2020-05-26
EP	Thermal And Vibrotactile Haptic Actuators.	EP2020-738439	2020-01-06	EP3908237 A1	2021-11-17
EP	Haptic Actuators and Their Methods Of Use.	EP2018-866152	2018-09-12	EP3695519 A1	2020-08-19
EP	Haptic Actuators and Their Methods Of Use.	EP2018-866152	2018-09-12	EP3695519 A4	2021-07-14
EP	Methods And Apparatuses for Manipulating Temperature.	EP2014-851667	2014-10-10	EP3054800 A1	2016-08-17
EP	Methods And Apparatuses for Manipulating Temperature.	EP2014-851667	2014-10-10	EP3054800 A4	2017-07-19

Country	Title	Application #	Filing Date	Patent #	Issue Date
U.S.	Methods And Systems for Dissipating Thermal Loads In Wearable Devices	16/962,322	2019-01-11		
WIPO	Thermally Controlled Face Engaging Device.	WO2021-US36955	2021-06-11	WO2021257394 A1	2021-12-23
WIPO	Low Power Thermoelectric Systems.	WO2021-US25491	2021-04-02	WO2021257151 A1	2021-12-23
WIPO	Thermal And Vibrotactile Haptic Actuators.	WO2020-US12311	2020-01-06	WO2020146226 A1	2020-07-16
CA	Wearable thermal device	CA198470F		CA198470	
CN	Wearable device	CN202030598421.5		CNZL202030598421.5	
CN	Wearable device	CN202130344018.4		CNZL202130344018.4	
EM	Wearable device	EM8183438		EM008183438-0001	
EM	Wearable device	EM008183438-0002		EM008183438-0002	
EM	Wearable device	EM008183438-0003		EM008183438-0003	

Country	Title	Application #	Filing Date	Patent #	Issue Date
EM	Wearable device	EM008183438-0004		EM008183438-0004	
EM	Wearable device	EM9008183438-0001		EM9008183438-0001	
EM	Wearable device	EM9008183438-0002		EM9008183438-0002	
EM	Wearable device	EM9008183438-0003		EM9008183438-0003	
EM	Wearable device	EM9008183438-0004		EM9008183438-0004	
IL	Wearable device	IL65681		IL65681	
JP		JP2020020963F		JP1696168	
JP	Method and apparatus for manipulating temperature	JP2016547981A		JP2016538972	
JP	Method and apparatus for manipulating temperature	JP2019039628A		JP2019130319	

Country	Title	Application #	Filing Date	Patent #	Issue Date
JP	Tactile actuators and how to use them	JP2020520229A		JP2020536646	
JP	Methods and systems for dissipating heat loads in wearable devices	JP2020541774A		JP2021512682	
JP	Methods and apparatuses for manipulating temperature	JP2021214372A		JP2022058461	
US	Methods and devices for manipulating temperature	US16/344577		US11256309	
US	Methods and apparatuses for manipulating temperature	US16/891781		US20200289314	
US	Methods and apparatuses for manipulating temperature	US16/891821		US20200289315	
US	Haptic actuators and their methods of use	US17/109790		US20210085559	
US	Methods and devices for manipulating temperature	US17/109749		US20210089097	

Country	**Title**	**Application #**	**Filing Date**	**Patent #**	**Issue Date**
US	Low power thermoelectric systems	US17/221088		US20210399186	
US	Thermal and vibrotactile haptic actuators	US17/418079		US20220096317	
US	Wearable device	US29/663003		USD865554	
US	Wearable device	US29/663007		USD865555	
US	Wearable device	US29/730441		USD962929	

III. Trademarks and Trademark Applications

Country	**Mark**	**Application #**	**File Date**	**Registration #**	**Registration Date**
U.S. Federal	EMBR	87978164	01-AUG-2016	5676695	12-FEB-2019
United Kingdom	EMBR	UK00801346248	12-JAN-2017	UK00801346248	27-OCT-2017
International Register	EMBR			1346248	12-JAN-2017

Country	Mark	Application #	File Date	Registration #	Registration Date
Countries: AU - CH - CN - EM - IL - IN - JP - KR - MX - NZ - PH - SG					
U.S. Federal	EMBR	97098940	29-OCT-2021		
Israel	EMBR	294804	12-JAN-2017		
India	EMBR	3564141	12-JAN-2017		
U.S. Federal	EMBR WAVE	87632836	04-OCT-2017	5822427	30-JUL-2019
United Kingdom	EMBR WAVE	UK00801429386	19-MAR-2018	UK00801429386	25-MAR-2019
International Register Countries: AU - CH - CN - EM - IL - IN - JP - KR - MX - NZ - PH - SG	EMBR WAVE			1429386	19-MAR-2018
India	EMBR WAVE	3982863	19-MAR-2018		

Country	**Mark**	**Application #**	**File Date**	**Registration #**	**Registration Date**
Israel	EMBR WAVE	310066	19-MAR-2018		
U.S. Federal	WAVE	88820945	04-MAR-2020	6247335	12-JAN-2021