

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT8246077

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
SLEEP SOLUTIONS INC.	10/26/2023
RECEIVING PARTY DATA	
Name:	KKR SEA INVESTORS, LLC, AS SECURED PARTY
Street Address:	2800 SAND HILL ROAD
Internal Address:	SUITE 200
City:	MENLO PARK
State/Country:	CALIFORNIA
Postal Code:	94025
PROPERTY NUMBERS Total: 34	
Property Type	Number
Application Number:	14777050
Application Number:	15482148
Application Number:	15848816
Application Number:	15705829
Application Number:	15961134
Application Number:	16686394
Application Number:	16715652
Application Number:	16383092
Application Number:	16684648
Application Number:	16657148
Application Number:	16828307
Application Number:	17870249
Application Number:	17127156
Application Number:	17226749
Application Number:	17078829
Application Number:	63353754
Application Number:	18211441
Application Number:	17702436
Application Number:	14758438

Property Type	Number
Application Number:	17354650
Application Number:	16046700
Application Number:	17121732
Application Number:	17323550
Application Number:	29605808
Application Number:	18077344
Application Number:	17553470
Application Number:	17500498
Application Number:	17679821
Application Number:	17736657
Application Number:	14703916
Application Number:	17866082
Application Number:	17861887
Application Number:	18170990
Application Number:	18119651

CORRESPONDENCE DATA

Fax Number: (212)751-4864

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: 2129061216

Email: angela.amaru@lw.com

Correspondent Name: LATHAM & WATKINS LLP C/O ANGELA M. AMARU

Address Line 1: 1271 AVENUE OF THE AMERICAS

Address Line 4: NEW YORK, NEW YORK 10020

ATTORNEY DOCKET NUMBER:	035788-0195
NAME OF SUBMITTER:	ANGELA M. AMARU
SIGNATURE:	/s/Angela M. Amaru
DATE SIGNED:	10/27/2023

Total Attachments: 7

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PATENT SECURITY AGREEMENT

This **PATENT SECURITY AGREEMENT**, dated as of October 26, 2023 (this “Agreement”), is made by Sleep Solutions Inc., a Delaware corporation (the “Note Party”) in favor of KKR Sea Investors, LLC (together with its successors and assigns, the “Secured Party”).

WHEREAS, the Note Party executed that certain Secured Promissory Note and Security Agreement, dated as of October 26, 2023 for the benefit of the Secured Party (as amended, restated, supplemented or otherwise modified from time to time, the “Secured Note and Security Agreement”), pursuant to which the Note Party granted to the Secured Party a security interest in the Patent Collateral (as defined below); and

WHEREAS, pursuant to the Secured Note and Security Agreement, the Note Party agreed to execute and this Agreement in order to record the security interest granted to the Secured Party with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Note Party hereby agrees as follows:

SECTION 1. Defined Terms

Capitalized terms used but not defined herein shall have the respective meanings given to them (including by reference) in the Secured Note and Security Agreement.

SECTION 2. Grant of Security Interest.

The Note Party hereby assigns and transfers to the Secured Party and hereby grants and pledges to the Secured Party, to secure the prompt and complete payment and performance in full, when due, of all of the Obligations, a continuing first priority security interest in all of the Note Party’s right, title and interest in and to all of the following, wherever located, whether now owned or existing or hereafter acquired or arising (collectively, the “Patent Collateral”):

- (i) all national, regional and international patents and patent applications, including provisional patent applications, including the patents and patent applications set forth on Schedule A attached hereto;
- (ii) all patent applications filed either from such patents, patent applications or provisional applications or from an application claiming priority from either of these, including divisionals, continuations, continuations-in-part, provisionals, converted provisionals and continued prosecution applications;
- (iii) any and all patents that have issued or in the future issue from the foregoing patent applications ((i) and (ii)), including utility models, petty patents, innovation patents and design patents and certificates of invention;
- (iv) any and all extensions or restorations by existing or future extension or restoration mechanisms, including revalidations, reissues, re-examinations and extensions (including

any supplementary protection certificates and the like) of the foregoing patents or patent applications ((i), (ii) and (iii));

- (v) any similar rights, including so-called pipeline protection or any importation, revalidation, confirmation or introduction patent or registration patent or patent of additions to any of such foregoing patent applications and patents;
- (vi) any and all claims for past, present and future infringement or other violation of any of the foregoing, with the right, but not the obligation, to sue for and collect such damages therefor; and
- (vii) and all products and proceeds of any or all of the foregoing.

SECTION 3. Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Secured Party pursuant to the Secured Note and Security Agreement, and the Note Party hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Secured Note and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Secured Note and Security Agreement, the provisions of the Secured Note and Security Agreement shall control.

SECTION 4. Governing Law

THIS AGREEMENT SHALL IN ALL RESPECTS BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK (WITHOUT REGARD TO THE CONFLICT OF LAWS PRINCIPLES THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF SUCH STATE), INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, REGARDLESS OF THE LOCATION OF THE PATENT COLLATERAL, **PROVIDED, HOWEVER**, THAT IF THE LAWS OF ANY JURISDICTION OTHER THAN NEW YORK SHALL GOVERN IN REGARD TO THE VALIDITY, PERFECTION OR EFFECT OF PERFECTION OF ANY LIEN OR IN REGARD TO PROCEDURAL MATTERS AFFECTING ENFORCEMENT OF ANY LIENS IN THE PATENT COLLATERAL, SUCH LAWS OF SUCH OTHER JURISDICTIONS SHALL CONTINUE TO APPLY TO THAT EXTENT.

SECTION 5. Counterparts

This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, is an original, and all taken together, constitute one instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile, portable document format (.pdf) or other electronic transmission will be as effective as delivery of a manually executed counterpart hereof.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Note Party has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

SLEEP SOLUTIONS INC.

By: Isaac Cohen
Name: ISAAC COHEN
Title: PRESIDENT, CEO

Accepted and Agreed:

KKR Sea Investors, LLC

By: _____
Name:
Title:

IN WITNESS WHEREOF, the Note Party has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

SLEEP SOLUTIONS INC.

By: _____
Name:
Title:

Accepted and Agreed:

KKR Sea Investors, LLC

By: Ali J. Satvat
Name: Ali J. Satvat
Title: Vice President

SCHEDULE A
to
PATENT SECURITY AGREEMENT

PATENTS AND PATENT APPLICATIONS

Title		Application Number Filing Date	Patent Number Issue Date
1.	Article comprising a temperature-conditioned surface, thermoelectric control unit, and method for temperature-conditioning the surface of an article	14777050 9/15/2015	10278511 5/7/2019
2.	Multi-Zone Temperature Modulation System For Bed Or Blanket	15482148 4/7/2017	10667622 6/2/2020
3.	Stress reduction and sleep promotion system	15/848,816 12/20/2017	11013883 5/25/2021
4.	Article comprising a temperature-conditioned surface, thermoelectric control unit, and method for temperature-conditioning the surface of an article	15705829 9/15/2017	10986933 4/27/2021
5.	Multi-zone temperature modulation system for bed or blanket	15961134 4/24/2018	10477978 11/19/2019
6.	Stress reduction and sleep promotion system	16686394 11/18/2019	---
7.	System for enhancing sleep recovery and promoting weight loss	16715652 12/16/2019	---
8.	Article comprising a temperature-conditioned surface, thermoelectric control unit, and method for temperature-conditioning the surface of an article	16383092 4/12/2019	11013339 5/25/2021
9.	Multi-Zone Temperature Modulation System For Bed Or Blanket	16684648 11/15/2019	11147389 10/19/2021
10.	Article comprising a temperature-conditioned surface, thermoelectric control unit, and method for temperature-conditioning the surface of an article	16657148 10/18/2019	11013338 5/25/2021
11.	Multi-zone temperature modulation system for bed or blanket	16828307 3/24/2020	10813468 10/27/2020

Title		Application Number Filing Date	Patent Number Issue Date
12.	Virtual reality and augmented reality headsets for meditation applications	17870249 7/21/2022	---
13.	Weighted blanket with thermally regulated fluid	17127156 12/18/2020	11633053 4/25/2023
14.	System For Heat Exchange With A Circulating Fluid	17226749 4/9/2021	---
15.	Multi-zone temperature modulation system for bed or blanket	17078829 10/23/2020	10986934 4/27/2021
16.	Wye connector for a plurality of devices Connected to a fluid source	63353754 6/20/2022	---
17.	Wye Connector For A Plurality Of Devices Connected To A Fluid Source	18211441 6/19/2023	---
18.	Multi-zone temperature modulation system for bed or blanket	17702436 3/23/2022	---
19.	Systems For Enhancing Sleep	14758438 6/29/2015	10058674 8/28/2018
20.	Regional thermal treatment	17354650 6/22/2021	---
21.	Systems For Enhancing Sleep	16/046,700 7/26/2018	10864348 12/15/2020
22.	Systems for enhancing sleep	17121732 12/14/2020	---
23.	Article comprising a temperature-conditioned surface, thermoelectric control unit, and method for temperature-conditioning the surface of an article	17323550 5/18/2021	11744382 9/5/2023
24.	Fluid cartridge for sleep therapy device	29605808 5/30/2017	D866747 11/12/2019
25.	Remote temperature modulation system for an Article	18077344 12/8/2022	---
26.	Stress reduction and sleep promotion system	17553470 12/16/2021	---

Title		Application Number Filing Date	Patent Number Issue Date
27.	Multi-zone temperature modulation system for bed or blanket	17500498 10/13/2021	11324330 5/10/2022
28.	Stress Reduction And Sleep Promotion System	17679821 2/24/2022	---
29.	Multi-zone temperature modulation system for bed or blanket	17736657 5/4/2022	11583096 2/21/2023
30.	WhipFlash [TM]: Wearable Environmental Control System for Predicting and Cooling Hot Flashes	14703916 5/5/2015	10179064 1/15/2019
31.	Devices and Methods to Help Prevent Decubitus Ulcers	17866082 7/15/2022	---
32.	System for enhancing sleep recovery and promoting weight loss	17861887 7/11/2022	11602611 3/14/2023
33.	Multi-zone temperature modulation system For bed or blanket	18170990 2/17/2023	---
34.	System for enhancing sleep recovery and promoting weight loss	18119651 3/9/2023	---