

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT8291160

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|---|-----------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| THINX INC. | 11/22/2023 |
| RECEIVING PARTY DATA | |
| Name: | KIMBERLY-CLARK CORPORATION |
| Street Address: | 351 PHELPS DR |
| City: | IRVING |
| State/Country: | TEXAS |
| Postal Code: | 75038-6507 |
| PROPERTY NUMBERS Total: 11 | |
| Property Type | Number |
| Patent Number: | 11752043 |
| Application Number: | 18244842 |
| Patent Number: | 10993846 |
| Patent Number: | 9532907 |
| Application Number: | 17592460 |
| Patent Number: | 11395774 |
| Application Number: | 17873084 |
| Patent Number: | D719653 |
| Patent Number: | D717950 |
| Patent Number: | D716020 |
| Patent Number: | D741479 |
| CORRESPONDENCE DATA | |
| Fax Number: | (415)439-1500 |
| <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> | |
| Email: | maria.banda@kirkland.com |
| Correspondent Name: | MARIA BANDA |
| Address Line 1: | KIRKLAND & ELLIS, LLP |
| Address Line 2: | 555 CALIFORNIA STREET, SUITE 2700 |
| Address Line 4: | SAN FRANCISCO, CALIFORNIA 94104 |

| | |
|---|---------------|
| ATTORNEY DOCKET NUMBER: | 45505-10 |
| NAME OF SUBMITTER: | MARIA BANDA |
| SIGNATURE: | /Maria Banda/ |
| DATE SIGNED: | 11/22/2023 |
| Total Attachments: 6 source=Lotus - Patent Security Agreement [Executed]_(102340839_1)#page1.tif source=Lotus - Patent Security Agreement [Executed]_(102340839_1)#page2.tif source=Lotus - Patent Security Agreement [Executed]_(102340839_1)#page3.tif source=Lotus - Patent Security Agreement [Executed]_(102340839_1)#page4.tif source=Lotus - Patent Security Agreement [Executed]_(102340839_1)#page5.tif source=Lotus - Patent Security Agreement [Executed]_(102340839_1)#page6.tif | |

PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of November 22, 2023, is made by Thinx Inc. ("Grantor") in favor of Kimberly-Clark Corporation (the "Secured Party", and together with each other secured party that becomes a party from time to time to the Note (as defined in the Security Agreement), the "Secured Parties"), as the collateral agent for the benefit of the Secured Parties (the "Collateral Agent").

W I T N E S S E T H:

WHEREAS, the Grantor and the Secured Parties have entered into the Note;

WHEREAS, Grantor has agreed to secure its obligations under the Note, pursuant to a Security Agreement dated as of the date herewith (the "Security Agreement"), by granting to the Secured Parties a security interest in all of the Patent Collateral (defined below); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver this Patent Security Agreement for purposes of recording such security interest with the United States Patent and Trademark Office.

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

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement.

Section 2. Grant of Security Interest in Patent Collateral. Grantor, as collateral security for the prompt and complete payment and performance of the Secured Obligations of Grantor, hereby grants to the Secured Parties, a continuing first-priority (subject only to Permitted Liens) security interest in the following Collateral of Grantor, whether now owned or existing or hereafter acquired or arising and regardless of where located (the "Patent Collateral"):

(a) all of its Patents, including, without limitation, those listed on Schedule 1 hereto;

(b) all reissues, reexaminations, continuations, continuations-in-part, divisionals, and extensions of the foregoing; and

(c) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, violation or other impairment thereof.

Section 3. Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Secured Parties pursuant to the Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the Secured Parties with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement. In the event

of a conflict between the provisions of this Patent Security Agreement and the Security Agreement, the Security Agreement shall control.

Section 4. Termination. This Patent Security Agreement shall terminate and security interest in the Patent Collateral shall be released upon the payment and performance of the Secured Obligations. Upon the termination of this Patent Security Agreement, the Secured Parties shall, with the consent of the Required Payees (as defined in the Note) and at Grantor's cost and expense, execute all documents, make all filings, take all other actions reasonably requested by Grantor to evidence and record the release of the security interest in the Patent Collateral granted herein.


Section 5. Counterparts. 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.

Section 6. Governing Law. This Patent Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

[SIGNATURE PAGES FOLLOW]

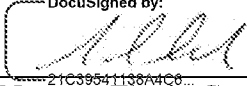
IN WITNESS WHEREOF, each Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

THINX INC., as a Grantor

By: 
Name: Meghan Davis
Title: Chief Executive Officer

[Signature Page to Patent Security Agreement]

KIMBERLY-CLARK CORPORATION, as
Collateral Agent

By:  DocuSigned by:

Name: Flavio Costa
Title: Vice President and Treasurer

SCHEDULE I

United States Patents and Patent Applications

| Owner of Record | Title | Application No. | Filing Date | Publication No. / Patent No. | Issue Date | Status |
|------------------|---|-----------------|-------------|------------------------------|------------|-----------------------|
| Thinx Inc. | Technologies for incontinence underwear | 16/815,961 | 3/11/2020 | 11752043 | 9/12/2023 | Granted |
| Thinx Inc. | TECHNOLOGIES FOR INCONTINENCE UNDERWEAR | 18/244,842 | 9/11/2023 | -- | -- | Pending (Unpublished) |
| Thinx Inc. | Reusable tampon applicators, methods of manufacture, and methods of use | 15/744,902 | 7/21/2016 | 10993846 | 5/4/2021 | Granted |
| Thinx Inc. | Reusable tampon applicators, methods of manufacture, and methods of use | 15/184,512 | 6/16/2016 | 9532907 | 1/3/2017 | Granted |
| Thinx Inc. | High absorbency garment layer and method of manufacturing same | 17/592,460 | 2/3/2022 | 20230240904 | -- | Pending |
| Thinx Inc. | Technologies for incontinence and menstrual garments and underwear | 17/351,033 | 6/17/2021 | 11395774 | 7/26/2022 | Granted |
| Thinx Inc. | Technologies for incontinence and menstrual garments and underwear | 17/873,084 | 7/25/2022 | 20220354712 | -- | Pending |
| Thinx Inc. | Reusable tampon applicator | 29/498,970 | 8/10/2014 | D719653 | 12/16/2014 | Granted |
| Thinx Inc. | Reusable tampon applicator | 29/498,967 | 8/10/2014 | D717950 | 11/18/2014 | Granted |
| Thinx Inc. | Undergarment | 29/493,564 | 6/11/2014 | D716020 | 10/28/2014 | Granted |
| Thinx Inc. | Reusable tampon applicator | 29/535,789 | 8/10/2015 | D741479 | 10/20/2015 | Granted |
| Not Yet Assigned | Technologies for incontinence underwear 2 | -- | -- | -- | -- | Not Filed |

| Owner of Record | Title | Application No. | Filing Date | Publication No. / Patent No. | Issue Date | Status |
|------------------------|-------------------------------------|------------------------|--------------------|-------------------------------------|-------------------|---------------|
| Thinx Inc. | Absorptive gusset and gusset design | -- | -- | -- | -- | Not Filed |
| Not Yet Assigned | Gusset | -- | -- | -- | -- | Not Yet Filed |