

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT8405803

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
THERABODY, INC. (FORMERLY KNOWN AS THERAGUN, INC.)	01/26/2024
FLEXIR RECOVERY, LLC	01/26/2024
RECEIVING PARTY DATA	
Name:	JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT
Street Address:	10 SOUTH DEARBORN, FLOOR L2, SUITE IL1-1145
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60603
PROPERTY NUMBERS Total: 64	
Property Type	Number
Application Number:	11463520
Application Number:	12139351
Application Number:	13171614
Application Number:	13316379
Application Number:	29782112
Application Number:	29807002
Application Number:	29812185
Application Number:	29820084
Application Number:	17588570
Application Number:	29825458
Application Number:	17704505
Application Number:	29834523
Application Number:	29835269
Application Number:	29864018
Application Number:	29864019
Application Number:	29864062
Application Number:	17739630
Application Number:	29843463
Application Number:	17933423

Property Type	Number
Application Number:	18069841
Application Number:	18153066
Application Number:	29870541
Application Number:	29870758
Application Number:	29870759
Application Number:	18165864
Application Number:	18107169
Application Number:	18175228
Application Number:	29873776
Application Number:	29873773
Application Number:	29874345
Application Number:	29875483
Application Number:	29875500
Application Number:	29875794
Application Number:	29875796
Application Number:	29876643
Application Number:	29876644
Application Number:	63508249
Application Number:	29878771
Application Number:	29878978
Application Number:	29878980
Application Number:	29898550
Application Number:	18362349
Application Number:	29909104
Application Number:	29909134
Application Number:	29910763
Application Number:	29910769
Application Number:	29910772
Application Number:	29911351
Application Number:	29911827
Application Number:	29912439
Application Number:	29913136
Application Number:	29913374
Application Number:	29913854
Application Number:	18484677
Application Number:	18507871
Application Number:	18534304
Application Number:	29922824

Property Type	Number
Application Number:	18397229
Application Number:	18397276
Application Number:	18397310
Application Number:	18397735
Application Number:	18400707
Application Number:	29923967
Application Number:	29864764

CORRESPONDENCE DATA

Fax Number:

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: 3127018637

Email: ipdocket@mayerbrown.com

Correspondent Name: WILLIAM R. SIEGEL, MAYER BROWN LLP

Address Line 1: 71 S. WACKER DRIVE

Address Line 4: CHICAGO, ILLINOIS 60606

ATTORNEY DOCKET NUMBER: 21672715

NAME OF SUBMITTER: WILLIAM R. SIEGEL

SIGNATURE: /william r siegel/

DATE SIGNED: 01/26/2024

Total Attachments: 13

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CONFIRMATORY GRANT OF SECURITY INTEREST IN PATENTS

This CONFIRMATORY GRANT OF SECURITY INTEREST IN PATENTS (this “Confirmatory Grant”) is made as of January 26, 2024, by and among **THERABODY, INC.** (formerly known as Theragun, Inc.), a Delaware corporation and **FLEXIR RECOVERY, LLC**, a Delaware limited liability company (together, the “Grantors” and each, a “Grantor”), and **JPMORGAN CHASE BANK, N.A.**, in its capacity as administrative agent (together with its successors and assigns, the “Administrative Agent”) for the lenders party to the Credit Agreement referred to below.

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement, dated as of March 31, 2021, as amended by that certain Limited Waiver and Joinder and Omnibus Amendment to Credit Agreement and Security Agreement, dated as of August 12, 2021, and as further amended by that certain Joinder and Second Omnibus Amendment to Credit Agreement and Security Agreement (as further amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”), by and among the Grantors, the Administrative Agent, the other Loan Parties party thereto, and the Lenders party thereto, the Lenders have agreed to make certain financial accommodations available to the Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, the Lenders are willing to make the financial accommodations to the Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that the Loan Parties shall have executed and delivered to the Administrative Agent, on behalf of the Secured Parties, that certain Pledge and Security Agreement, dated as of March 31, 2021, as amended by that certain Limited Waiver and Joinder and Omnibus Amendment to Credit Agreement and Security Agreement, dated as of August 12, 2021, and as further amended by that certain Joinder and Second Omnibus Amendment to Credit Agreement and Security Agreement (as further amended, restated, amended and restated, supplemented or otherwise modified from time to time, and including all exhibits thereto, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, each Grantor pledged and granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in the Patent Collateral (as defined below); and

WHEREAS, pursuant to the Security Agreement, each Grantor has agreed to execute and deliver this Confirmatory Grant in order to record the security interest granted to the Administrative Agent, for the benefit of the Secured Parties, with the United States Patent and Trademark Office;

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. Each Grantor hereby pledges, collaterally assigns and grants to the Administrative Agent, on behalf of the Secured Parties, to secure the prompt and complete payment and performance of the Secured Obligations, a security interest (referred to in this Confirmatory Grant as the “Security Interest”) in all of such Grantor’s

right, title and interest in, to and under the following, whether now owned or hereafter acquired or arising (collectively, the "Patent Collateral"):

(a) all of its Patents and IP Licenses with respect to Patents to which it is a party including those referred to on Schedule I;

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

(c) all products and proceeds (as that term is defined in the UCC) of the foregoing, including all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment of the foregoing and any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Patent or any Patents exclusively licensed under any IP License, including right to receive any damages, or (ii) right to receive license fees, royalties, and other compensation under any IP License with respect to Patents;

Notwithstanding the foregoing, Patent Collateral shall not include any Excluded Collateral.

3. SECURITY FOR SECURED OBLIGATIONS. This Confirmatory Grant and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Confirmatory Grant secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by such Grantor to the Secured Parties, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving such Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Confirmatory Grant is granted in conjunction with the security interests granted to the Administrative Agent, on behalf of the Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Security Interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Confirmatory Grant and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new Patents or become entitled to the benefit of any Patent for any renewal or extension of any existing Patent, the provisions of this Confirmatory Grant shall automatically apply thereto. Each Grantor hereby authorizes the Administrative Agent unilaterally to modify this Confirmatory Grant by amending Schedule I to include any such new patent rights of such Grantor. Notwithstanding the foregoing, no failure to so modify or supplement this Confirmatory Grant or amend Schedule I shall in any way affect, invalidate or detract from the Administrative Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Confirmatory Grant may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Confirmatory Grant. Delivery of an executed counterpart of a signature page of this Confirmatory Grant by telecopy, emailed pdf. or any other electronic means that reproduces an image of the actual executed signature page shall be effective as delivery of a manually executed counterpart of this Confirmatory Grant. The words "execution," "signed," "signature," "delivery," and words of like import in or relating to any document to be signed in connection with this Confirmatory Grant and the

transactions contemplated hereby or thereby shall be deemed to include Electronic Signatures, deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act; provided that nothing herein shall require the Administrative Agent to accept electronic signatures in any form or format without its prior written consent.

7. **CHOICE OF LAW.** THIS CONFIRMATORY GRANT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS (AND NOT THE LAW OF CONFLICTS) OF THE STATE OF NEW YORK, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS.

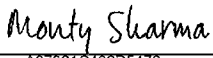
8. **MISCELLANEOUS.** THIS CONFIRMATORY GRANT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CONSENT TO JURISDICTION, JURY TRIAL WAIVER AND THE OTHER MATTERS SET FORTH IN SECTIONS 7.17 AND 7.18 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[Remainder of Page Intentionally Left Blank; Signature Pages Follow.]

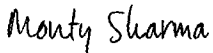
IN WITNESS WHEREOF, the parties hereto have caused this Confirmatory Grant of Security Interest in Patents to be executed and delivered as of the day and year first above written.

GRANTORS:

THERABODY, INC.,
a Delaware corporation

DocuSigned by:
By: 
Name: Monty Sharma
Title: President & CEO


FLEXIR RECOVERY, LLC,
a Delaware limited liability company

DocuSigned by:
By: 
Name: Monty Sharma
Title: Authorized Person

[Signature page to Confirmatory Grant of Security Interest in Patents]

ADMINISTRATIVE AGENT:

JPMORGAN CHASE BANK, N.A.

By: 
Name: Jamal Toukhi
Title: Authorized Officer

[Signature page to Confirmatory Grant of Security Interest in Patents]

PATENT
REEL: 066374 FRAME: 0988

SCHEDULE I
to
CONFIRMATORY GRANT

Patents

<u>Country</u>	<u>Title</u>	<u>Application #</u>	<u>Filed Date</u>	<u>Patent #</u>	<u>Issue Date</u>	<u>Owner Name</u>
US - (United States of America)	SYSTEM AND METHOD FOR INTEGRATING TRANSDUCERS INTO BODY SUPPORT STRUCTURES	11/463,520	8/9/06	7,981,064	7/19/11	THERABOD Y, INC. - (TRBD)
US - (United States of America)	ACTUATION OF FLOOR SYSTEMS USING MECHANICAL AND ELECTRO-ACTIVE POLYMER TRANSDUCERS	12/139,351	6/13/08	8,077,884	12/13/11	THERABOD Y, INC. - (TRBD)
US - (United States of America)	INDUCING TACTILE STIMULATION OF MUSICAL TONAL FREQUENCIES	13/171,614	6/29/11	8,617,089	12/31/13	THERABOD Y, INC. - (TRBD)
US - (United States of America)	TACTILE STIMULATION USING MUSICAL TONAL FREQUENCIES	13/316,379	12/9/11	8,761,417	6/24/14	THERABOD Y, INC. - (TRBD)
US - (United States of America)	STAND FOR FACIAL TREATMENT DEVICE	29/782,112	5/4/21			THERABOD Y, INC. - (TRBD)
US - (United States of	ATTACHMENT FOR FACIAL	29/807,002	9/8/21			THERABOD Y, INC. -

America)	TREATMENT DEVICE						(TRBD)
US - (United States of America)	MASSAGE ROLLER	29/812,185	10/20/21				THERABOD Y, INC. - (TRBD)
US - (United States of America)	CHARGING STAND	29/820,084	12/20/21				THERABOD Y, INC. - (TRBD)
US - (United States of America)	PNEUMATIC COMPRESSION DEVICE WITH INTEGRATED PUMP	17/588,570	1/31/22				THERABOD Y, INC. - (TRBD)
US - (United States of America)	PNEUMATIC COMPRESSION DEVICE	29/825,458	2/1/22				THERABOD Y, INC. - (TRBD)
US - (United States of America)	SMART EXERCISE MAT	17/704,505	3/25/22				
US - (United States of America)	ATTACHMENT FOR FACIAL TREATMENT DEVICE	29/834,523	4/12/22				THERABOD Y, INC. - (TRBD)
US - (United States of America)	VIBRATION THERAPY DEVICE	29/835,269	4/18/22				FLEXIR RECOVERY, LLC - (FLXR)
US - (United States of America)	MASSAGE DEVICE	29/864,018	5/5/22				THERABOD Y, INC. - (TRBD)
US - (United States of America)	MASSAGE DEVICE	29/864,019	5/5/22				THERABOD Y, INC. - (TRBD)
US - (United States of America)	MASSAGE DEVICE	29/864,062	5/6/22				THERABOD Y, INC. - (TRBD)

US - (United States of America)	PERCUSSIVE THERAPY DEVICE WITH INTERCHANGEABLE MODULES	17/739,630	5/9/22			THERABOD Y, INC. - (TRBD)
US - (United States of America)	PERCUSSIVE MASSAGE DEVICE	29/843,463	6/21/22			THERABOD Y, INC. - (TRBD)
US - (United States of America)	SYSTEM AND METHOD FOR ALTERING USER MIND-BODY STATES THROUGH EXTERNAL STIMULI	17/933,423	9/19/22			THERABOD Y, INC. - (TRBD)
US - (United States of America)	SYSTEMS, METHODS, AND DEVICES FOR PERCUSSIVE MASSAGE THERAPY WITH VOICE ACTIVATION	18/069,841	12/21/22			THERABOD Y, INC. - (TRBD)
US - (United States of America)	VIBRATION THERAPY SYSTEM AND DEVICE	18/153,066	1/11/23			THERABOD Y, INC. - (TRBD)
US - (United States of America)	PERCUSSIVE MASSAGE DEVICE	29/870,541	1/30/23			THERABOD Y, INC. - (TRBD)
US - (United States of America)	PERCUSSIVE MASSAGE DEVICE	29/870,758	2/3/23			THERABOD Y, INC. - (TRBD)
US - (United States of America)	PERCUSSIVE MASSAGE DEVICE	29/870,759	2/3/23			THERABOD Y, INC. - (TRBD)
US - (United States of America)	MASK WITH VIBRATION AND LIGHT THERAPY	18/165,864	2/7/23			THERABOD Y, INC. - (TRBD)
US - (United States of America)	CLOSURE SYSTEM FOR PNEUMATIC COMPRESSION	18/107,169	2/8/23			THERABOD Y, INC. -

	ASSEMBLY					(TRBD)
US - (United States of America)	COMPACT MUSCLE STIMULATOR	18/175,228	2/27/23			THERABOD Y, INC. - (TRBD)
US - (United States of America)	ATTACHMENT FOR FACIAL TREATMENT DEVICE	29/873,776	4/7/23			THERABOD Y, INC. - (TRBD)
US - (United States of America)	ATTACHMENT FOR FACIAL TREATMENT DEVICE	29/873,773	4/7/23			THERABOD Y, INC. - (TRBD)
US - (United States of America)	VIBRATION MASSAGE DEVICE	29/874,345	4/18/23			THERABOD Y, INC. - (TRBD)
US - (United States of America)	MASSAGE ATTACHMENT	29/875,483	5/5/23			THERABOD Y, INC. - (TRBD)
US - (United States of America)	PNEUMATIC COMPRESSION DEVICE	29/875,500	5/5/23			THERABOD Y, INC. - (TRBD)
US - (United States of America)	THERAPEUTIC DEVICE	29/875,794	5/10/23			THERABOD Y, INC. - (TRBD)
US - (United States of America)	MODULE FOR THERAPEUTIC DEVICE	29/875,796	5/10/23			THERABOD Y, INC. - (TRBD)
US - (United States of America)	GOOGLE	29/876,643	5/25/23			THERABOD Y, INC. - (TRBD)
US - (United States of America)	ATTACHMENT FOR FACIAL TREATMENT DEVICE	29/876,644	5/25/23			THERABOD Y, INC. -

						(TRBD)
US - (United States of America)	ARTICLES OF FOOTWEAR HAVING A VIBRATION ASSEMBLY	63/508,249	6/14/23			THERABOD Y, INC. - (TRBD)
US - (United States of America)	THERAPEUTIC DEVICE	29/878,771	6/27/23			THERABOD Y, INC. - (TRBD)
US - (United States of America)	FACIAL TREATMENT DEVICE	29/878,978	6/29/23			THERABOD Y, INC. - (TRBD)
US - (United States of America)	THERAPEUTIC DEVICE	29/878,980	6/29/23			THERABOD Y, INC. - (TRBD)
US - (United States of America)	MASSAGE ATTACHMENT	29/898,550	7/28/23			THERABOD Y, INC. - (TRBD)
US - (United States of America)	PORTABLE TEMPERATURE CONTROLLED DEVICE	18/362,349	7/31/23			THERABOD Y, INC. - (TRBD)
US - (United States of America)	ATTACHMENT FOR MASSAGE DEVICE	29/909,104	8/1/23			THERABOD Y, INC. - (TRBD)
US - (United States of America)	THERAPEUTIC DEVICE	29/909,134	8/1/23			THERABOD Y, INC. - (TRBD)
US - (United States of America)	ATTACHMENT FOR MASSAGE DEVICE	29/910,763	8/24/23			THERABOD Y, INC. - (TRBD)
US - (United States of America)	ATTACHMENT FOR MASSAGE DEVICE	29/910,769	8/24/23			THERABOD Y, INC. -

							(TRBD)
US - (United States of America)	ATTACHMENT FOR MASSAGE DEVICE	29/910,772	8/24/23				THERABOD Y, INC. - (TRBD)
US - (United States of America)	ATTACHMENT FOR MASSAGE DEVICE	29/911,351	9/1/23				THERABOD Y, INC. - (TRBD)
US - (United States of America)	MASSAGE DEVICE	29/911,827	9/8/23				THERABOD Y, INC. - (TRBD)
US - (United States of America)	ATTACHMENT FOR MASSAGE DEVICE	29/912,439	9/19/23				THERABOD Y, INC. - (TRBD)
US - (United States of America)	MASSAGE DEVICE	29/913,136	9/27/23				THERABOD Y, INC. - (TRBD)
US - (United States of America)	MASK	29/913,374	9/29/23				THERABOD Y, INC. - (TRBD)
US - (United States of America)	FACIAL TREATMENT DEVICE	29/913,854	10/10/23				THERABOD Y, INC. - (TRBD)
US - (United States of America)	FACIAL WEARABLE DEVICE AND METHODS FOR PROVIDING EXTERNAL STIMULI USING THE SAME	18/484,677	10/11/23				THERABOD Y, INC. - (TRBD)
US - (United States of America)	PORTABLE PERCUSSIVE MASSAGE DEVICE	18/507,871	11/13/23				THERABOD Y, INC. - (TRBD)
US - (United States of America)	SYSTEMS, METHODS, AND	18/534,304	12/8/23				THERABOD Y, INC. -

America)	DEVICES FOR PERCUSSIVE MASSAGE THERAPY					(TRBD)
US - (United States of America)	PNEUMATIC COMPRESSION DEVICE	29/922,824	12/26/23			THERABOD Y, INC. - (TRBD)
US - (United States of America)	SYSTEMS, METHODS, AND DEVICES FOR PERCUSSIVE MASSAGE THERAPY	18/397,229	12/27/23			THERABOD Y, INC. - (TRBD)
US - (United States of America)	SYSTEMS, METHODS, AND DEVICES FOR PERCUSSIVE MASSAGE THERAPY	18/397,276	12/27/23			THERABOD Y, INC. - (TRBD)
US - (United States of America)	SYSTEMS, METHODS, AND DEVICES FOR PERCUSSIVE MASSAGE THERAPY	18/397,310	12/27/23			THERABOD Y, INC. - (TRBD)
US - (United States of America)	VIBRATING GARMENT ASSEMBLY	18/397,735	12/27/23			THERABOD Y, INC. - (TRBD)
US - (United States of America)	SYSTEM FOR ELECTRICAL CONNECTION OF MASSAGE ATTACHMENT TO PERCUSSIVE THERAPY DEVICE	18/400,707	12/29/23			THERABOD Y, INC. - (TRBD)
US - (United States of America)	VIBRATION MASSAGE DEVICE	29/923,967	1/3/24			THERABOD Y, INC. - (TRBD)

US - (United States of America)	GOOGLE	29/864,764	6/17/22	D975,090	1/10/23	THERABODY, INC. - (TRBD)
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