

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: PATI16180

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
Electric Visual Evolution LLC	02/07/2024
RECEIVING PARTY DATA	
Company Name:	ACP Post Oak Credit II LLC, as Collateral Agent
Street Address:	3009 Post Oak Blvd.
Internal Address:	Suite 1250
City:	Houston
State/Country:	TEXAS
Postal Code:	77056
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	D717851
Patent Number:	D711961
Patent Number:	D734554
CORRESPONDENCE DATA	
Fax Number:	
<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:	8004945225
Email:	ipteam@cogencyglobal.com
Correspondent Name:	Stewart Walsh
Address Line 1:	1025 Connecticut Ave NW, Suite 712
Address Line 2:	COGENCY GLOBAL Inc.
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20036
ATTORNEY DOCKET NUMBER:	2264864 PAT J
NAME OF SUBMITTER:	Andrew Hackett
SIGNATURE:	Andrew Hackett
DATE SIGNED:	02/13/2024
Total Attachments: 4	
source=J FitLab - FOR FILING PSA (Electric Visual Evolution LLC) 4894-1400-4129 v.4 Signed#page1.tif	
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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this “Agreement”), dated as of February 7, 2024, is made by Electric Visual Evolution LLC, a California limited liability company (the “Grantor”) in favor of ACP Post Oak Credit II LLC, as Collateral Agent (in such capacity, together with its successors and assigns in such capacity, the “Collateral Agent”).

Recitals

The Collateral Agent, FitLab Inc. and the Lenders from time to time party thereto have entered into a Senior Secured Term Loan Credit Agreement, dated as of February 7, 2024 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”).

Pursuant to the Credit Agreement and as a condition to the extension of credit by the Lenders under the Credit Agreement, the Grantor executed and delivered a Guarantee and Collateral Agreement, dated as of February 7, 2024 (the “Collateral Agreement”), in favor of the Collateral Agent for the ratable benefit of the Secured Parties.

The Grantor solely and exclusively owns the patents and patent applications listed on Schedule A attached hereto (the “Patents”), which Patents have been issued by or are pending applications in the United States Patent and Trademark Office or the applicable Governmental Authority.

This Agreement has been executed in conjunction with the security interest granted under the Collateral Agreement to the Collateral Agent for the ratable benefit of the Secured Parties. In the event that any provisions of this Agreement are deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall govern.

Agreement

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1. Definitions. Unless otherwise indicated, all capitalized terms not defined herein shall have the respective meaning given to them in the Collateral Agreement.

2. The Security Interest. The Grantor hereby pledges, assigns and transfers to the Collateral Agent, and grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all of the following property, now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interests and whether now existing or hereafter coming into existence: (1) any and all patents and patent applications, including the Patents; (2) all inventions and improvements described and claimed therein; (3) all reissues, divisionals, continuations, renewals, extensions and continuations-in-part thereof; (4) all income, royalties, damages, claims and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past and future infringements thereof; (5) all rights to sue for past, present and future infringements thereof; (6) all rights corresponding to any of the foregoing throughout the world; and (7) all Proceeds of the foregoing.

3. Governing Law. **THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.**

IN WITNESS WHEREOF, the Grantor has executed this Agreement by its duly authorized representative as of the date first written above.

GRANTOR

Electric Visual Evolution LLC

By: Michael Melby
Name: Michael Melby
Title: Co-Chief Executive Officer

[Signature Page to Patent Security Agreement – Electric Visual Evolution LLC]

PATENT
REEL: 066447 FRAME: 0131

Acknowledged and Agreed:

ACP POST OAK CREDIT II LLC
as Collateral Agent



By:

Name: Matthew E. Laterza
Title: Chief Operating Officer

[Signature Page to Patent Security Agreement]

Patents

Name of Patent	Application Number	Date Filed	Patent No.	Date Issued
Goggles	UK Design Appl. No. 90024896660001	24/06/2014	90024896660001	24/06/2014
Goggles	EU Design Appl. No. 002489666	24/06/2014	002489666	24/06/2014
Lenses	UK Design Appl. No. 90024896660002	24/06/2014	90024896660002	24/06/2014
Lenses	EU Design Appl. No. 002489666	24/06/2014	002489666	24/06/2014
Lens for Goggle	Canada Design Appl. 157,281	27/01/2015	157281	27/01/2015
Lenses for Goggle	Canada Design Appl. 157,282	27/01/2015	157282	27/01/2015
Lens for Goggle	USA Design Appl. 29/481,618	07/02/2014	US D717,851 S	18/11/2014
Goggle	USA Design Appl. 29/481,620	07/02/2014	US D711,961 S	26/08/2014
Helmet	USA Design Appl. 29/475,449	03/12/2013	US D734,554 S	14/07/2015