

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: PATI64916

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement
CONVEYING PARTY DATA	
Name	Execution Date
Tommie Copper IP, Inc.	02/29/2024
RECEIVING PARTY DATA	
Company Name:	Wells Fargo Bank, National Association
Street Address:	150 E. 42nd Street, 40th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
PROPERTY NUMBERS Total: 14	
Property Type	Number
Application Number:	29419032
Application Number:	13826326
Application Number:	62160714
Application Number:	29448642
Application Number:	29448660
Application Number:	29448681
Application Number:	15572887
Application Number:	29328948
Application Number:	29333081
Application Number:	11882886
Application Number:	29282756
Application Number:	29832810
Application Number:	17708652
Application Number:	29526425
CORRESPONDENCE DATA	
Fax Number:	8006211919
<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:	8007130755
Email:	Results-UCCTeam6@wolterskluwer.com

Correspondent Name:	CT CORP
Address Line 1:	4400 EASTON COMMONS
Address Line 2:	SUITE 125 97688272TF
Address Line 4:	COLUMBUS, OHIO 43219

ATTORNEY DOCKET NUMBER:	97688272
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NAME OF SUBMITTER:	Terri Faulks
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SIGNATURE:	Terri Faulks
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DATE SIGNED:	03/01/2024
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Total Attachments: 7

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RECORDATION FORM COVER SHEET
PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

Tommie Copper IP, Inc.

Additional name(s) of conveying party(ies) attached? ☐ Yes ☐ No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) 02/29/2024

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☐ Other _____

2. Name and address of receiving party(ies)

Name: Wells Fargo Bank, National Association

Internal Address: _____

Street Address: 150 E. 42nd Street, 40th Floor

City: New York

State: NY

Country: USA Zip: 10017

Additional name(s) & address(es) attached? ☐ Yes ☐ No

4. Application or patent number(s):

☐ This document serves as an Oath/Declaration (37 CFR 1.63).

A. Patent Application No.(s)

B. Patent No.(s)

See attached

Additional numbers attached? ☐ Yes ☐ No

5. Name and address to whom correspondence concerning document should be mailed:

Name: Matthew T. Callahan

Internal Address: Otterbourg P.C.

Street Address: 230 Park Ave

City: New York

State: New York Zip: 10169

Phone Number: _____

Docket Number: _____

Email Address: mcallahan@otterbourg.com

6. Total number of applications and patents involved: 14

7. Total fee (37 CFR 1.21(h) & 3.41) \$ _____

- ☐ Authorized to be charged to deposit account
☐ Enclosed
☐ None required (government interest not affecting title)

8. Payment Information

Deposit Account Number _____

Authorized User Name _____

9. Signature: /s/Matthew T. Callahan

03/01/2024

Signature

Date

Matthew T. Callahan

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

PATENT
REEL: 066713 FRAME: 0301

AMENDMENT NO. 1 TO PATENT SECURITY AGREEMENT

AMENDMENT NO. 1 TO PATENT SECURITY AGREEMENT (this "Amendment"), made as of February 29, 2024, by and between TOMMIE COPPER IP, INC., a Delaware corporation ("Grantor"), and WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association ("Secured Party").

W I T N E S S E T H:

WHEREAS, Grantor and Secured Party are parties to the Patent Security Agreement, dated as of January 19, 2021 and recorded with the Patent Division of the United States Patent and Trademark Office on March 11, 2021 at Reel/Frame 055561/0143 (as amended hereby and as the same may hereafter be further amended, modified, supplemented, extended, renewed, restated or replaced, the "Patent Security Agreement");

WHEREAS, pursuant to the Patent Security Agreement, Grantor has, among other things, granted to Secured Party a security interest in all of its present and future Patents and Patent applications, together with certain related assets, and has agreed to execute and deliver to Secured Party all agreements and documents as requested by Secured Party to evidence the security interests of Secured Party therein;

WHEREAS, Grantor has adopted, used and is using, and is the owner of the entire right, title, and interest in and to the additional patents and patent applications registered or filed with the United States Patent and Trademark Office described in Schedule A hereto and made a part hereof (collectively, the "Additional Patents"); and

WHEREAS, Grantor is obligated to grant a security interest in and pledge all such Additional Patents and Additional Patent Collateral (as hereinafter defined) to Secured Party, as provided by the terms and conditions of the Patent Security Agreement and the other Loan Documents;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Secured Party hereby agree as follows:

1. Amendment to Patent Security Agreement.

(a) Without limiting any of the Patent Collateral otherwise described in the Patent Security Agreement, Schedule I to the Patent Security Agreement is hereby amended to include, in addition and not by way of limitation, the additional Patent Collateral consisting of the Additional Patents and other Patent Collateral related thereto (such Additional Patents and Patent Collateral related thereto being referred to herein as the "Additional Patent Collateral").

(b) All references to the term "Patent Collateral" in the Patent Security Agreement shall be deemed and each such reference is hereby amended to include, in addition and not in limitation, all of the Additional Patent Collateral and the other assets described in Section 2 of this Amendment.

2. Confirmation of Grant of Security Interest. Without limiting the grant of the security interest to Secured Party set forth in Section 2 of the Patent Security Agreement or any other provisions thereof, Grantor hereby confirms, reaffirms and restates its prior grant of Patent Collateral to Secured Party, and hereby grants to Secured Party a continuing security interest in and a general lien upon the Additional Patent Collateral.

3. Representations, Warranties and Covenants. All of the representations, warranties and covenants with respect to the Patent Collateral set forth in the Patent Security Agreement shall apply to the Additional Patent Collateral and other assets described in Section 2 of this Amendment.

4. Effect of this Amendment. Except as expressly amended pursuant hereto, no other changes or modifications to the Patent Security Agreement or waivers of or consents under any provisions thereof are intended or implied, and in all other respects the Patent Security Agreement is hereby specifically ratified, restated, and confirmed by all parties hereto as of the effective date hereof. To the extent any term or provision of this Amendment conflicts with any term or provision of the Patent Security Agreement, the term or provision of this Amendment shall control. This Amendment and the Patent Security Agreement shall be read and construed as one agreement.

5. Counterparts. This Amendment is a Loan Document. This Amendment 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 Amendment. Delivery of an executed counterpart of this Amendment by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Amendment. Any party delivering an executed counterpart of this Amendment by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Amendment but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Amendment.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed and delivered as of the day and year first above written.

GRANTOR:

TOMMIE COPPER IP, INC.

By: 

Name: Sol Jacobs

Title: Chief Executive Officer

ACCEPTED AND ACKNOWLEDGED:

SECURED PARTY:

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: Jennifer Fox
Name: Jennifer Fox
Title: Authorized Signer

SCHEDULE A
to
AMENDMENT NO. 1 TO PATENT SECURITY AGREEMENT

Patent Registrations/Applications

Grantor	Country	Patent	Application/ Registration No.	App/Reg Date
Tommie Copper IP, Inc.	United States of America	Heel insert	29/419,032	4/24/2012
Tommie Copper IP, Inc.	Canada	Footwear, insoles, inserts, kits and methods	2,845,815	3/12/2014
Tommie Copper IP, Inc.	United Kingdom	Footwear, insoles, inserts, kits and methods	1404490.3	3/13/2014
Tommie Copper IP, Inc.	United States of America	Footwear, insoles, inserts, kits and methods	13/826,326	3/14/2013
Tommie Copper IP, Inc.	United Kingdom	Footwear, insoles, inserts, kits and methods	1711866.2	7/24/2017
Tommie Copper IP, Inc.	United States of America	Flexible toe wraps	62/160,714	5/13/2015
Tommie Copper IP, Inc.	United States of America	Insole	29/448,642	3/13/2013
Tommie Copper IP, Inc.	Canada	Insole	153009	9/12/2013
Tommie Copper IP, Inc.	Mexico	Insole	MX/f/2013/00272 1	9/12/2013
Tommie Copper IP, Inc.	European Community	Insole	002307918	9/12/2013
Tommie Copper IP, Inc.	European Community	Insole	002307918	9/12/2013
Tommie Copper IP, Inc.	European Community	Insole	002307918	9/12/2013
Tommie Copper IP, Inc.	United Kingdom	Insole	90023079180001	9/12/2013
Tommie Copper IP, Inc.	United Kingdom	Insole	90023079180002	9/12/2013
Tommie Copper IP, Inc.	United Kingdom	Insole	90023079180003	9/12/2013

Grantor	Country	Patent	Application/ Registration No.	App/Reg Date
Tommie Copper IP, Inc.	United States of America	Insole	29/448,660	3/13/2013
Tommie Copper IP, Inc.	United States of America	Insole	29/448,681	3/13/2013
Tommie Copper IP, Inc.	United States of America	Shoe stretcher	29/526,425	5/8/2015
Tommie Copper IP, Inc.	Canada	Shoe Stretcher	165296	11/9/2015
Tommie Copper IP, Inc.	China (People's Republic)	Shoe stretcher	201530443557.8	11/9/2015
Tommie Copper IP, Inc.	European Community	Shoe stretcher	002847749	11/4/2015
Tommie Copper IP, Inc.	Mexico	Shoe stretcher	MX/F/2015/003343	11/6/2015
Tommie Copper IP, Inc.	European Patent Convention	Flexible toe wraps	16793423.1	5/11/2016
Tommie Copper IP, Inc.	United States of America	Flexible toe wraps	15/572,887	11/9/2017
Tommie Copper IP, Inc.	Patent Cooperation Treaty	Flexible toe wraps	PCT/US16/31803	5/11/2016
Tommie Copper IP, Inc.	United States of America	Heel shields	29/328,948	12/4/2008
Tommie Copper IP, Inc.	United States of America	Gel insole	29/333,081	3/3/2009
Tommie Copper IP, Inc.	United States of America	Package with anatomically correct product placement	11/882,886	8/6/2007
Tommie Copper IP, Inc.	United States of America	Package with anatomically correct product placement window	29/282,756	7/27/2007
Tommie Copper IP, Inc.	United States of America	Insole	29/832,810	3/30/2022
Tommie Copper IP, Inc.	United States of America	Insole	17/708,652	3/30/2022
Tommie Copper IP, Inc.	Patent Cooperation Treaty	Insole	PCT/US23/14603	3/6/2023