

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: PATI146306

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
MERCHSOURCE, LLC	04/04/2024
VORNADO AIR, LLC	04/04/2024
RECEIVING PARTY DATA	
Company Name:	WILMINGTON SAVINGS FUND SOCIETY, FSB, AS COLLATERAL AGENT
Street Address:	500 DELAWARE AVENUE
City:	WILMINGTON
State/Country:	DELAWARE
Postal Code:	19801
PROPERTY NUMBERS Total: 103	
Property Type	Number
Application Number:	18381629
Application Number:	17982324
Application Number:	18227810
Application Number:	18375511
Application Number:	17567284
Application Number:	63538478
Application Number:	17567289
Application Number:	17567276
Application Number:	18381547
Application Number:	63532645
Application Number:	17887332
Application Number:	29748760
Application Number:	29794454
Application Number:	29806040
Application Number:	29806032
Application Number:	29806036
Application Number:	29806038
Application Number:	29815891
Application Number:	29815929

Property Type	Number
Application Number:	29815943
Application Number:	29815937
Application Number:	29815938
Application Number:	29815896
Application Number:	29815898
Application Number:	29815928
Application Number:	29816417
Application Number:	29818248
Application Number:	29818253
Application Number:	29818261
Application Number:	29818263
Application Number:	29819165
Application Number:	29819171
Application Number:	29819174
Application Number:	29819158
Application Number:	29820451
Application Number:	29820459
Application Number:	29821674
Application Number:	29821676
Application Number:	29823425
Application Number:	29830200
Application Number:	29830204
Application Number:	29830209
Application Number:	29830212
Application Number:	29830214
Application Number:	29830217
Application Number:	29830221
Application Number:	29830584
Application Number:	29854429
Application Number:	29856048
Application Number:	29856801
Application Number:	29856806
Application Number:	29856795
Application Number:	29857294
Application Number:	29858780
Application Number:	29893162
Application Number:	29895572
Application Number:	29895574

Property Type	Number
Application Number:	29896179
Application Number:	29896196
Application Number:	29923619
Application Number:	29923621
Application Number:	29923624
Application Number:	29923626
Application Number:	29923629
Application Number:	18419422
Application Number:	29933403
Application Number:	29933408
Application Number:	29933418
Application Number:	29933419
Application Number:	63613682
Application Number:	17829069
Application Number:	63527767
Application Number:	18241777
Application Number:	63526409
Application Number:	63526933
Application Number:	17947063
Application Number:	63527531
Application Number:	17829122
Application Number:	17956747
Application Number:	29849562
Application Number:	29895133
Application Number:	29901394
Application Number:	29901395
Application Number:	29901396
Application Number:	29901397
Application Number:	29849563
Application Number:	29895134
Application Number:	29782278
Application Number:	29901384
Application Number:	29901385
Application Number:	29901391
Application Number:	29893724
Application Number:	29901389
Application Number:	29901382
Application Number:	18582455

Property Type	Number
Application Number:	63554028
Application Number:	29713085
Application Number:	17704780
Patent Number:	11016483
Patent Number:	11260312
Patent Number:	D967286
Patent Number:	D1003062
Patent Number:	D1006898

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: 9736816387

Email: LBUhs@proskauer.com

Correspondent Name: Proskauer Rose LLP

Address Line 1: One International Place

Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	43082.068
NAME OF SUBMITTER:	Laura Buhs
SIGNATURE:	Laura Buhs
DATE SIGNED:	04/05/2024

Total Attachments: 10

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PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of April 4, 2024, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of Wilmington Savings Fund Society, FSB, as administrative agent (in such capacity, together with its successors and permitted assigns, “Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

A. Pursuant to the Credit Agreement, dated as of March 1, 2017 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among 360 HOLDINGS III CORP., a Delaware corporation (the “Borrower”), 360 HOLDINGS II CORP., a Delaware corporation, the Lenders from time to time party thereto and the Agent, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

B. Each Grantor has agreed pursuant to a Security Agreement, dated as of March 1, 2017 in favor of Agent (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

C. Each Grantor is a party to the Security Agreement pursuant to which the Grantor is required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with Agent 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. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and valid and continuing security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Patent Collateral”):

all of its Patents, providing for the grant by or to the Grantor of any right under any Patent including, without limitation, those referred to on Schedule I hereto, other than any Excluded Property;

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

(b) 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, dilution, 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 Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of 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.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Patents subject to a security interest hereunder.

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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.


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 law 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 officers as of the date first set forth above.

Very truly yours,

MERCHSOURCE, LLC
as Grantor

By: 
Name: David Unter
Title: Chief Financial Officer

VORNADO AIR, LLC
as Grantor

By: _____
Name: Adam Gromfin
Title: Chief Legal Officer

[Signature Page to Patent Security Agreement – Term]

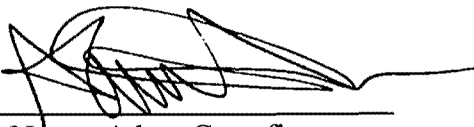
IN WITNESS WHEREOF, each Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officers as of the date first set forth above.

Very truly yours,

MERCHSOURCE, LLC
as Grantor

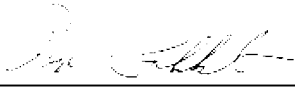
By: _____
Name: David Unter
Title: Chief Financial Officer

VORNADO AIR, LLC
as Grantor

By:  _____
Name: Adam Gromfin
Title: Chief Legal Officer

ACCEPTED AND AGREED
as of the date first above written:

WILMINGTON SAVINGS FUND SOCIETY, FSB,
as Agent

By: 
Name: Raye Goldsborough
Title: Vice President

[Signature Page to Patent Security Agreement – Term]

PATENT
REEL: 067025 FRAME: 0167

SCHEDULE I
TO
PATENT SECURITY AGREEMENT

Issued Patents and Patent Applications:

Owner Information	Patent	Patent or Application No.	Issue Date
MerchSource, LLC	ARTICLE MOUNTING SYSTEM	18/381,629	N/A
MerchSource, LLC	Cooling and Heating Massager	17/982,324	N/A
MerchSource, LLC	MASSAGE ROLLER	18/227,810	N/A
MerchSource, LLC	Massager Cover	18/375,511	N/A
MerchSource, LLC	Percussion Massager Having a Temperature-Controlled Massage Node	17/567,284	N/A
MerchSource, LLC	Pivoting Percussion Massager	63/538,478	N/A
MerchSource, LLC	Temperature-Controlled Massage Node	17/567,289	N/A
MerchSource, LLC	Temperature-Controlled Massage Node Light Indicator	17/567,276	N/A
MerchSource, LLC	VANITY MIRROR	18/381,547	N/A
MerchSource, LLC	Warming Device	63/532,645	N/A
MerchSource, LLC	WHITE NOISE GENERATING DEVICE	17/887,332	N/A
MerchSource, LLC	Controller	29/748,760	N/A
MerchSource, LLC	Controller	29/794,454	N/A
MerchSource, LLC	Percussion Massager	29/806,040	N/A
MerchSource, LLC	Percussion Massager	29/806,032	N/A
MerchSource, LLC	Percussion Massager	29/806,036	N/A
MerchSource, LLC	Percussion Massager	29/806,038	N/A
MerchSource, LLC	Foot Spa	29/815,891	N/A

Owner Information	Patent	Patent or Application No.	Issue Date
MerchSource, LLC	Toy Drone	29/815,929	N/A
MerchSource, LLC	Corner Shower Caddy	29/815,943	N/A
MerchSource, LLC	Tall Shower Caddy	29/815,937	N/A
MerchSource, LLC	Hanging Shower Caddy	29/815,938	N/A
MerchSource, LLC	Vanity Mirror	29/815,896	N/A
MerchSource, LLC	Vanity Mirror	29/815,898	N/A
MerchSource, LLC	Percussion Massager	29/815,928	N/A
MerchSource, LLC	Percussion Massager	29/816,417	N/A
MerchSource, LLC	Steam Engine	29/818,248	N/A
MerchSource, LLC	MICROPHONE, STAND, SPEAKER AND DEVICE HOLDER ASSEMBLY	29/818,253	N/A
MerchSource, LLC	Target Game	29/818,261	N/A
MerchSource, LLC	Foot Massager Sauna	29/818,263	N/A
MerchSource, LLC	Laser Tag Shooting Device	29/819,165	N/A
MerchSource, LLC	Laser Tag Grenade	29/819,171	N/A
MerchSource, LLC	Laser Tag Plate	29/819,174	N/A
MerchSource, LLC	Target Gun	29/819,158	N/A
MerchSource, LLC	Percussion Massager	29/820,451	N/A
MerchSource, LLC	Percussion Massager	29/820,459	N/A
MerchSource, LLC	Pivoting Percussion Massager	29/821,674	N/A
MerchSource, LLC	Pivoting Percussion Massager	29/821,676	N/A
MerchSource, LLC	Action Figure	29/823,425	N/A

Owner Information	Patent	Patent or Application No.	Issue Date
MerchSource, LLC	Speaker	29/830,200	N/A
MerchSource, LLC	Magnetic Mount	29/830,204	N/A
MerchSource, LLC	Mirror	29/830,209	N/A
MerchSource, LLC	Foot and Calf Massager	29/830,212	N/A
MerchSource, LLC	Vanity Mirror With Speaker Base	29/830,214	N/A
MerchSource, LLC	Remote Control Flying Vehicle	29/830,217	N/A
MerchSource, LLC	Heating Appliance	29/830,221	N/A
MerchSource, LLC	Remote Control Toy Robot	29/830,584	N/A
MerchSource, LLC	Toy Vehicle	29/854,429	N/A
MerchSource, LLC	MASSAGE ROLLER	29/856,048	N/A
MerchSource, LLC	Foot Massager	29/856,801	N/A
MerchSource, LLC	Foot Massager	29/856,806	N/A
MerchSource, LLC	Towel Warmer	29/856,795	N/A
MerchSource, LLC	Headphones	29/857,294	N/A
MerchSource, LLC	Hooded Neck Massager	29/858,780	N/A
MerchSource, LLC	Percussion Massager	29/893,162	N/A
MerchSource, LLC	Percussion Massager	29/895,572	N/A
MerchSource, LLC	Percussion Massager	29/895,574	N/A
MerchSource, LLC	Pivoting Percussion Massager	29/896,179	N/A
MerchSource, LLC	Pivoting Percussion Massager	29/896,196	N/A
MerchSource, LLC	Percussion Massager	29/923,619	N/A
MerchSource, LLC	Percussion Massager	29/923,621	N/A

Owner Information	Patent	Patent or Application No.	Issue Date
MerchSource, LLC	Percussion Massager	29/923,624	N/A
MerchSource, LLC	Percussion Massager	29/923,626	N/A
MerchSource, LLC	Percussion Massager	29/923,629	N/A
MerchSource, LLC	Cooling and Heating Massager	18/419,422	N/A
MerchSource, LLC	Percussion Massager	29/933,403	N/A
MerchSource, LLC	Percussion Massager	29/933,408	N/A
MerchSource, LLC	Percussion Massager	29/933,418	N/A
MerchSource, LLC	Percussion Massager	29/933,419	N/A
Vornado Air LLC	Air blower	63/613,682	N/A
Vornado Air LLC	Air Circulator with Vane Control System	17/829,069	N/A
Vornado Air LLC	Fan	63/527,767	N/A
Vornado Air LLC	Fan Base	18/241,777	N/A
Vornado Air LLC	PIVOTING FAN	63/526,409	N/A
Vornado Air LLC	REMOVABLE ADJUSTABLE REMOTE CONTROL	63/526,933	N/A
Vornado Air LLC	Space Heater	17/947,063	N/A
Vornado Air LLC	Steamer	63/527,531	N/A
Vornado Air LLC	Tower Crossflow Fan With Orientable Supports	17/829,122	N/A
Vornado Air LLC	Window Fan	17/956,747	N/A
Vornado Air LLC	Fan	29/849,562	N/A
Vornado Air LLC	Fan	29/895,133	N/A
Vornado Air LLC	Fan	29/901,394	N/A
Vornado Air LLC	Fan	29/901,395	N/A
Vornado Air LLC	Fan	29/901,396	N/A
Vornado Air LLC	Fan	29/901,397	N/A
Vornado Air LLC	FAN GRILL	29/849,563	N/A
Vornado Air LLC	Fan Wall Mount	29/895,134	N/A
Vornado Air LLC	Heater Stand	29/782,278	N/A
Vornado Air LLC	Steamer	29/901,384	N/A
Vornado Air LLC	Steamer	29/901,385	N/A
Vornado Air LLC	Steamer	29/901,391	N/A

Owner Information	Patent	Patent or Application No.	Issue Date
Vornado Air LLC	Travel Steamer	29/893,724	N/A
Vornado Air LLC	Travel Steamer	29/901,389	N/A
Vornado Air LLC	Window Fan	29/901,382	N/A
Vornado Air LLC	Steamer	18/582,455	N/A
Vornado Air LLC	Air Blower	63/554,028	N/A
MerchSource, LLC	Drone with training	11016483	5/25/2021
MerchSource, LLC	Wall riding vehicle	11260312	3/01/2022
MerchSource, LLC	Toy car	D967286	10/18/2022
MerchSource, LLC	Ottoman	D1003062	10/31/2023
MerchSource, LLC	Toy car	D1006898	12/05/2023
MerchSource, LLC	Dual-Sided Writing Board	29/713,085	3/24/2021
MerchSource, LLC	Percussive Massage Device	17/704,780	N/A