

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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Assignment ID: PATI467267

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
Remington Products Company	08/30/2024
RECEIVING PARTY DATA	
Company Name:	NXT Capital, LLC, as Collateral Agent
Street Address:	191 N. WACKER DRIVE, 30TH FLOOR
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
PROPERTY NUMBERS Total: 9	
Property Type	Number
Patent Number:	D981097
Patent Number:	8845939
Patent Number:	7913429
Patent Number:	D622449
Patent Number:	D633710
Application Number:	17504616
Application Number:	17953555
Application Number:	29888088
Application Number:	29878047
CORRESPONDENCE DATA	
Fax Number:	3129932617
<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:	3129932617
Email:	atoosa.nowrouzi@lw.com
Correspondent Name:	Atoosa Nowrouzi
Address Line 1:	C/O Latham and Watkins 330 N Wabash Ave
Address Line 2:	Suite 2800
Address Line 4:	Chicago, ILLINOIS 60611
ATTORNEY DOCKET NUMBER:	059703-0043 (AN)
NAME OF SUBMITTER:	Atoosa Nowrouzi

PATENT

SIGNATURE:	Atoosa Nowrouzi
DATE SIGNED:	08/30/2024
Total Attachments: 5 source=Bedrock - Remington Products - Patent Security Agreement [Executed](153622253.1)#page1.tiff source=Bedrock - Remington Products - Patent Security Agreement [Executed](153622253.1)#page2.tiff source=Bedrock - Remington Products - Patent Security Agreement [Executed](153622253.1)#page3.tiff source=Bedrock - Remington Products - Patent Security Agreement [Executed](153622253.1)#page4.tiff source=Bedrock - Remington Products - Patent Security Agreement [Executed](153622253.1)#page5.tiff	

PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of August 30, 2024, is made by Remington Products Company, an Ohio corporation (“Grantor”), in favor of NXT CAPITAL, LLC (“NXT”), as collateral agent (in such capacity, the “Collateral Agent”) for the banks and other financial institutions or entities (the “Secured Parties”) in connection with the Guaranty and Collateral Agreement referred to below.

W I T N E S S E T H :

WHEREAS, Hermod Intermediate, Inc., a Delaware corporation (“Holdings”), HERMOD Merger Sub, Inc., a Delaware corporation, and after giving effect to the Merger, RPC TopCo Inc., a Delaware corporation (the “Borrower”), the Lenders and NXT as the Administrative Agent have entered into that certain Credit Agreement, dated as of August 30, 2024 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”);

WHEREAS, as a condition to the extension of credit by the Lenders to the Grantors under the Credit Agreement, each Grantor has agreed, pursuant to a Guaranty and Collateral Agreement, dated as of August 30, 2024 (the “Guaranty and Collateral Agreement”), to grant to the Collateral Agent (for the benefit of itself and the Lenders) a security interest in, and lien on, all of the Patent Collateral (defined below); and

WHEREAS, pursuant to the Guaranty and Collateral 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 Credit 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 such Grantor, hereby grants to the Collateral Agent for the benefit of the Secured Parties, a Lien on and security interest in all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Patent Collateral”):

- (a) all of its Patents, including, without limitation, those listed on Schedule 1 hereto;
- (b) all renewals 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. Guaranty and Collateral Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Guaranty and Collateral Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the Collateral Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement. In the event of a

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

Section 4. Termination. This Patent Security Agreement shall terminate and the Lien on 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 Collateral Agent shall at Grantor's cost and expense execute all documents, make all filings, take all other actions reasonably requested by the Grantor to evidence and record the release of the Lien on and security interests in the Patent Collateral granted herein.

Section 5. 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.

IN WITNESS WHEREOF, 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.

REMINGTON PRODUCTS COMPANY

By: 

Name: Robert Valentine

Title: Chief Financial Officer

[Signature Page to Patent Security Agreement]

PATENT
REEL: 068456 FRAME: 0969

ACCEPTED AND AGREED as of the date first above written:

NXT CAPITAL, LLC, as Collateral Agent

Staci Ruzicka

staci.ruzicka@nxtcapital.com

Name: Staci Ruzicka

Title: Vice President

Signature Page to Patent Security Agreement

Schedule 1

United States Patents

PATENT TITLE	APPL. NO. FILING DATE	PAT. NO. ISSUE DATE	GRANTORS
HEEL CUP	29/756,575 10/29/2020	D981,097 3/21/2023	Remington Products Company
FOAM PRODUCTWITH AN INSERT AND ITS METHOD OF MANUFACTURE	12/313,703 11/25/2008	8,845,939 9/30/2014	Remington Products Company
ORTHOTIC WEDGE SYSTEM	11,901,501 9/19/2007	7,913,429 3/29/2011	Remington Products Company
PAD	29/314,373 3/26/2009	D622,449 8/24/2010	Remington Products Company
HEEL CUP	17/504,616 10/19/2021	Pending	Remington Products Company
DYNAMIC SUPPORTIVE GARMENT	17/953,555 9/27/2022	Pending	Remington Products Company
ANKLE SUPPORT SOCK	29/888,088 3/28/2023	Pending	Remington Products Company
ANKLE SUPPORT SOCK	29/878,047 6/15/2023	Pending	Remington Products Company
SHOE STRETCHER	29/349,120 03/11/2010	D633,710 03/08/2011	Remington Products Company