

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: PAT1491885

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
Franklin Products, Inc.	09/12/2024
RECEIVING PARTY DATA	
Company Name:	Bank of America, N.A.
Street Address:	Gateway Village - 900 Building NC1-026-06-06
Internal Address:	900 W. Trade Street
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28255
PROPERTY NUMBERS Total: 12	
Property Type	Number
Patent Number:	7587956
Patent Number:	7588297
Patent Number:	9180793
Patent Number:	9580175
Patent Number:	9579999
Patent Number:	10086944
Patent Number:	10118704
Patent Number:	10518886
Patent Number:	11014675
Patent Number:	11097640
Patent Number:	11753171
Patent Number:	12042052
CORRESPONDENCE DATA	
Fax Number:	8602515211
<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:	(860)251-5948
Email:	trademarks@goodwin.com
Correspondent Name:	Heather Lanzano Paralegal
Address Line 1:	Shipman & Goodwin LLP

PATENT

Address Line 2: One Constitution Plaza
Address Line 4: Hartford, CONNECTICUT 06103-1919

ATTORNEY DOCKET NUMBER: 20335-33

NAME OF SUBMITTER: HEATHER LANZANO

SIGNATURE: HEATHER LANZANO

DATE SIGNED: 09/12/2024

Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of the 12th day of September, 2024 by and among **BANK OF AMERICA, N.A.**, a national banking association (“Lender”) and **FRANKLIN PRODUCTS, INC.**, a Connecticut corporation (“Grantor”).

RECITALS

A. The Lender has agreed to make loans to Grantor (collectively, the “Loan”) in the amounts and manner set forth in that certain Loan Agreement, by and among Grantor and Lender, dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the “Loan Agreement”; capitalized terms used herein are used as defined in the Loan Agreement), upon the terms and subject to the conditions set forth therein.

B. Pursuant to the terms of the Security Agreement by the Grantor, Franklin Products Holdings LLC, a Delaware limited liability company (“Holdings”), FPIC Inc., a Delaware corporation (“FPIC”) and FPCT, LLC, a Connecticut limited liability company (“FPCT” together with Holdings, FPIC and the Grantor, collectively, the “Pledgors”) in favor of the Lender, dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the “Security Agreement”), the Pledgors have granted to the Lender, a security interest in all of the Pledgors’ right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral (as defined in the Security Agreement) including without limitation the Domain Names, Trademarks, Patents and Copyrights (each as defined herein).

C. This Agreement is supplemental to the provisions contained in the Security Agreement.

NOW, THEREFORE, in consideration of the Loan, Grantor hereby agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to the Lender, a security interest in all of Grantor’s right, title and interest in, to and under its intellectual property (all of which shall collectively be called the “Intellectual Property Collateral”), including, without limitation, the following:

(a) Any and all registered United States copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the “Copyrights”);

(b) All registered United States patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “Patents”);

(c) Any registered United States trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the “Trademarks”);

(d) All registered United States domain names and domain name registration applications, that are owned by Grantor or in which Grantor has any right, title or interest, now or in the future, including but not limited to all derivatives or variations, whether authorized or unauthorized, including those listed on Exhibit D attached hereto (collectively, the “Domain Names”);

(e) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(f) All licenses or other rights to use any of the Copyrights, Patents, or Trademarks and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(g) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, or Patents; and

(h) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

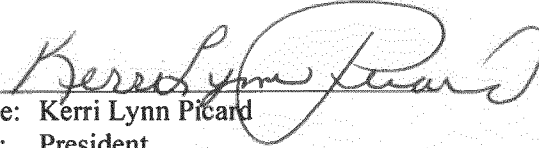
This security interest is granted in conjunction with the security interest granted to the Lender under the Security Agreement. The rights and remedies of the Lender with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement and the other Loan Documents, and those which are now or hereafter available to the Lender as a matter of law or equity. Each right, power and remedy of the Lender provided for herein or in the Security Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by the Lender of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including the Lender, of any or all other rights, powers or remedies.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

FRANKLIN PRODUCTS, INC.


By: 
Name: Kerri Lynn Picard
Title: President

[Grantor's Signature Page to Intellectual Property Security Agreement]

PATENT
REEL: 068572 FRAME: 0491

LENDER:

BANK OF AMERICA, N.A.

By: 
Name: Donald K. Bates
Title: Senior Vice President

[Lender's Signature Page to Intellectual Property Security Agreement]

PATENT
REEL: 068572 FRAME: 0492

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

Patents

US 7,587,956 B2 (Mechanical Lock)
US 7,588,297 B1 (3D Diaphragm)
US 9,180,793 B2 (I-Motion)
US 9,580,175 B2 (Fly-Right)
US 9,579,999 B2 (LtWt. Headrest)
US 10,086,944 B2 (Versa-Style)
US 10,118,704 B2 (Panaphragm)
US 10,518,886 B2 (SLIM Pre-Tension)
US 11,014,675 B2 (Velocity D/C)
US 11,097,640 B2 (Velocity System)
US 11,753,171 B2 (SLIM Attachment)
US 12,042,052 B1 (Strut)

EP 2 991 898 B1 (Fly-Right)
EP 3 160 302 B1 (Velocity System)
EP 3 160 305 B1 (Velocity D/C)
EP 3 280 293 B1 (Panaphragm)
EP 3 416 525 B1 (SLIM Attachment)
EP 3 949 807 A1 (SLIM Pre-Tension)

EXHIBIT C

Trademarks

No trademark registrations.

Unregistered trademarks - Franklin Products

EXHIBIT D

Domain Names

franklinproducts.net