

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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Assignment ID: PATI500724

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
ORLY INTERNATIONAL, INC.	09/16/2024
SPARITUAL, L.L.C.	09/16/2024
RECEIVING PARTY DATA	
Company Name:	MidFirst Business Credit, Inc.
Street Address:	3460 Preston Ridge Road
Internal Address:	Suite 550
City:	Alpharetta
State/Country:	GEORGIA
Postal Code:	30005
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	D307866
Patent Number:	11000469
CORRESPONDENCE DATA	
Fax Number:	4045228409
<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:	4044205527
Email:	rjk@phrd.com
Correspondent Name:	Rhonda J. Kenyeri
Address Line 1:	303 Peachtree Street, Suite 3600
Address Line 4:	Atlanta, GEORGIA 30308
NAME OF SUBMITTER:	Parker Hudson
SIGNATURE:	Parker Hudson
DATE SIGNED:	09/17/2024
Total Attachments: 5	
source=08. Patent Security Agreement (Orly)(10705732.2)#page1.tiff	
source=08. Patent Security Agreement (Orly)(10705732.2)#page2.tiff	
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source=08. Patent Security Agreement (Orly)(10705732.2)#page4.tiff	

PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "Agreement") is made this 16th day of September, 2024, among **ORLY INTERNATIONAL, INC.**, a California corporation ("Orly"), and **SPARITUAL, L.L.C.**, a California limited liability company ("SpaRitual" and, collectively with Orly and each subsidiary or affiliate of Orly or SpaRitual that hereafter joins the Loan Agreement as a borrower, the "Grantors" and, each individually, a "Grantor"), and **MidFirst Business Credit, Inc.**, a Georgia corporation (together with its successors and assigns, "Lender").

Recitals:

Grantors desire to obtain loans and other financial accommodations from Lender pursuant to that certain Loan and Security Agreement dated on or about the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Loan Agreement") among Grantors and Lender.

Under the terms of the Loan Agreement, each Grantor has granted to Lender a security interest in, among other property, certain intellectual property of such Grantor, and has agreed as a condition thereof to execute this Agreement for recording with the U.S. Patent and Trademark Office.

NOW, THEREFORE, for Ten Dollars (\$10.00) in hand paid and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees with Lender as follows:

1. **Defined Terms.** Capitalized terms used herein (including those used in the Recitals hereto), unless otherwise defined, shall have the meanings ascribed to them in the Loan Agreement.

2. **Grant of Security.** Each Grantor hereby grants to Lender a security interest in all of such Grantor's right, title and interest in and to the following (the "Collateral");

(i) all of Grantor's patents, patent registrations and patent applications including, without limitation, the patents and patent applications listed on Exhibit A attached hereto and made a part hereof, and the innovations and improvements described and claimed therein, and patentable inventions, and (a) all reissues, divisions, continuations, renewals, extensions and continuations-in-part of any of the foregoing, (b) all income, royalties, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof and (d) all rights corresponding thereto throughout the world (all of the foregoing patents and patent applications, together with the items described in clauses (a)-(d) in this subparagraph (i), are sometimes hereinafter referred to, either individually or collectively, as the "Patents");

(ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of any Grantor accruing thereunder or pertaining thereto;

(iii) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(iv) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

3. **Security for Obligations.** The grant of a security interest in the Collateral by Grantors under this Agreement secures the performance of all Obligations of each Grantor now or hereafter existing, whether direct or indirect, absolute or contingent, joint or several, including without limitation, the payment of all principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this Agreement secures, the payment of all amounts that constitute part of the Obligations and that would be owed by any Grantor to Lender under the Loan Documents but for the fact that such Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving any Grantor.

4. **Recordation.** Each Grantor authorizes and requests that the Commissioner for Patents and any other applicable government officer record this Agreement.

5. **Execution in Counterparts.** This Agreement may be executed in any number of 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.

6. **Grants, Rights and Remedies.** This Agreement has been entered into in conjunction with the provisions of the Loan Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Lender with respect to the Collateral are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

7. **Governing Law.** This Agreement shall be governed by and construed in accordance with the internal laws of the State of Georgia.

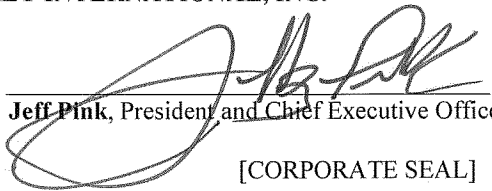
8. **WAIVER OF JURY TRIAL.** EACH OF THE PARTIES HERETO HEREBY WAIVES THE RIGHT TO TRIAL BY JURY IN ANY DISPUTE, LITIGATION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT.

[Remainder of page intentionally left blank; signatures appear on the following pages]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed, sealed and delivered by a duly authorized officer as of the date first above written.

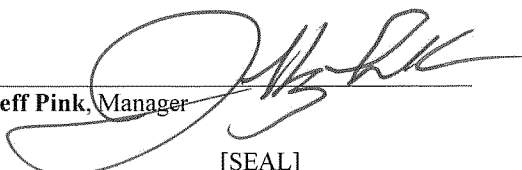
GRANTOR:

ORLY INTERNATIONAL, INC.

By: 
Jeff Pink, President and Chief Executive Officer

[CORPORATE SEAL]

SPARITUAL, L.L.C.

By: 
Jeff Pink, Manager

[SEAL]

[Signatures continue on the following page]

LENDER:

MIDFIRST BUSINESS CREDIT, INC.

By:

Name: **Jean Hellman**

Title: Vice President

Address for Notices:

MidFirst Business Credit, Inc.

3460 Preston Ridge Road, Suite 550

Alpharetta, Georgia 30005

Attn: Orly Loan Administration

EXHIBIT A

Patents

Owner: **ORLY INTERNATIONAL, INC.**

<u>Patent</u>	<u>Application No. / Date</u>	<u>Patent No. / Date</u>
BOTTLE WITH CAP	07109608 Oct 19, 1987	D307866 May 15, 1990
NAIL GEL BUILDER COMPOSITION	16504245 Jul 6, 2019	11000469 May 11, 2021