# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 Assignment ID: PATI502697

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

### **CONVEYING PARTY DATA**

Name	Execution Date
Torquay e Trading LLC	02/07/2024

### **RECEIVING PARTY DATA**

Company Name:	GLAS Trust Corporation Limited, as Agent and the Security Agent	
Street Address:	55 Ludgate Hill	
Internal Address:	Level 1, West	
City:	London	
State/Country:	UNITED KINGDOM	
Postal Code:	EC4M 7JW	

### **PROPERTY NUMBERS Total: 8**

Property Type	Number
Patent Number:	11019945
Patent Number:	D691828
Patent Number:	D878061
Patent Number:	D880874
Patent Number:	D882964
Patent Number:	D887150
Patent Number:	D905438
Patent Number:	8905905

### **CORRESPONDENCE DATA**

**Fax Number:** 8009279801

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:** 8009279801

**Email:** jean.paterson@cscglobal.com

Correspondent Name: CSC J. Paterson
Address Line 1: 19 West 44th Street

Address Line 2: Suite 200

Address Line 4: New York, NEW YORK 10036

NAME OF SUBMITTER:	Jean Paterson
SIGNATURE:	Jean Paterson

508764942 PATENT REEL: 068618 FRAME: 0481

DATE SIGNED:	09/18/2024
Total Attachments: 5	
source=9-18-2024 Torquay_eTrading_F	PT#page1.tiff
source=9-18-2024 Torquay_eTrading_F	PT#page2.tiff
source=9-18-2024 Torquay_eTrading_F	PT#page3.tiff
source=9-18-2024 Torquay_eTrading_PT#page4.tiff	
source=9-18-2024 Torquay_eTrading_PT#page5.tiff	

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### INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

### (Patents, Patent Applications and Patent Licenses)

WHEREAS, Torquay eTrading LLC, a Delaware limited liability company (herein referred to as the "<u>Grantor</u>") owns, or in the case of licenses is a party to, the Intellectual Property Collateral (as defined below);

WHEREAS, the Grantor, among others, certain lenders and GLAS Trust Corporation Limited, as Agent and the Security Agent, are parties to a Facilities Agreement dated 23 November, 2021 (as amended and restated by that Amendment and Restatement Agreement dated 21 July 2023, and as further amended, amended and restated, supplemented or otherwise modified from time to time, the "Facilities Agreement");

WHEREAS, pursuant to (i) a Security Agreement dated as of August 23, 2023 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") entered into between, among others, the Grantor and the Security Agent and (ii) certain other documents (including this Intellectual Property Security Agreement Supplement), the Grantor has secured the Secured Obligations (as defined in the Security Agreement) by granting to the Security Agent as security agent for the Secured Parties (as defined in the Facilities Agreement) a continuing security interest in certain personal property of the Grantor, including all right, title and interest of the Grantor in, to and under the Intellectual Property Collateral (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor grants to the Security Agent, to secure the Secured Obligations, a continuing security interest in all of the Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Intellectual Property Collateral"), whether now owned or existing or hereafter acquired or arising:

- (i) each Patent (as defined in the Security Agreement) owned by the Grantor, including, without limitation, each Patent registration and application referred to in Schedule 1 hereto;
- (ii) each Patent License (as defined in the Security Agreement) to which the Grantor is a party, including, without limitation, each Patent License identified in Schedule 1 hereto;
- (iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Grantor against third parties for past, present or future infringement of any Patent owned by the Grantor (including, without limitation, any Patent identified in Schedule 1 hereto); and
- (iv) all rights and benefits of the Grantor under any Patent License (including, without limitation, any Patent License identified in Schedule 1 hereto).

The Grantor irrevocably constitutes and appoints the Security Agent and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power

PATENT REEL: 068618 FRAME: 0483 and authority in the name of the Grantor or in the Security Agent's name, from time to time, in the Security Agent's discretion, so long as any Declared Default (as defined in the Security Agreement) shall have occurred, to take with respect to the Intellectual Property Collateral any and all appropriate action which the Grantor might be entitled to take with respect to the Intellectual Property Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Intellectual Property Security Agreement Supplement and to accomplish the purposes hereof. Except to the extent expressly permitted in the Facilities Agreement, the Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the Intellectual Property Collateral.

The foregoing security interest is granted in conjunction with the security interests granted by the Grantor to the Security Agent pursuant to the Security Agreement. The Grantor acknowledges and affirms that the rights and remedies of the Security Agent with respect to the security interest in the Intellectual Property Collateral 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.

This Intellectual Property Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the State of New York. The Grantor agrees that any suit for the enforcement of this Intellectual Property Security Agreement Supplement may be brought in the courts of the State of New York or any federal court sitting therein and consents to the non-exclusive jurisdiction of such court and to service of process in any such suit being made upon the Grantor by mail at the address specified in the Security Agreement. The Grantor hereby waives any objection that it may now or hereafter have to the venue of any such suit or any such court or that such suit is brought in an inconvenient court.

This Intellectual Property Security Agreement Supplement may be executed in two or more separate counterparts, each of which shall constitute an original and all of which shall collectively and separately constitute one and the same agreement.

In case of any inconsistencies between the terms of this Intellectual Property Security Agreement Supplement and those of the Security Agreement, the Security Agreement shall prevail.

[Remainder of page left blank intentionally; signatures follow.]

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IN WITNESS WHEREOF, the Grantor has caused this Intellectual Property Security Agreement Supplement to be duly executed by its officer thereunto duly authorized as of the 7<sup>th</sup> day of February, 2024.

> Torquay eTrading LLC, as Grantor

Philipp Bernhard Triebel —6BD7D8F5125646C...

Name: Philipp Bernhard Triebel Title: Chief Executive Officer

Acknowledged:

GLAS Trust Corporation Limited, as Security Agent

Sujoy Mond

Name: Sujoy Mondal

Title: Authorised Signatory

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# **SCHEDULE 1**

# **REGISTERED PATENTS**

Owner Name	Patent	Issue Date	Registration Number
Torquay eTrading LLC	ORTHOPEDIC PILLOWS FOR SUPINE SLEEPERS	3/3/2020	10575665
Torquay eTrading LLC	SIDE SLEEPER PILLOWS HAVING VENTED EARHOLE FEATURES	6/1/2021	11019945
Torquay eTrading LLC	PILLOW	10/22/2013	D691828
Torquay eTrading LLC	SHELF LINER	3/17/2020	D878061
Torquay eTrading LLC	SHELF LINER	4/14/2020	D880874
Torquay eTrading LLC	SHELF LINER	5/5/2020	D882964
Torquay eTrading LLC	SHELF LINER	6/16/2020	D887150
Torquay eTrading LLC	SURFACE PROTECTOR	12/22/2020	D905438
Torquay eTrading LLC	PUSHUP EXERCISER HAVING MULTIPLE HAND POSITIONING	12/9/2014	8905905

# PATENT APPLICATIONS

Ν	one.
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# PATENT LICENSES

None.

A52326951 PATENT
RECORDED: 09/18/2024 REEL: 068618 FRAME: 0487