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To the Honorable Commissioner of Patents and Trademarks:	Please record the 101087593.
Name of conveying party(ies):	Name and address of receiving party(ies)
Relax the Back Corporation	Name: Sirrom Capital Corporation Internal Address:
☐ Individual(s) ☐ Association ☐ General Partnership ☐ Limited Partnership ☐XCorporation-State ☐ Other	Street Address: <u>500 Church Street, Suite</u> City: Nashville State: TN ZIP: 37219
Additional name(s) of conveying party(ies) attached? ☐ Yes 🗳 No 3. Nature of conveyance: ☐ Assignment ☐ Merger	☐ Individual(s) citizenship
© Security Agreement ☐ Change of Name ☐ Other Amendment	Other
Execution Date: 10/31/97	Additional name(s) & address(es) attached? U Yes U No
Application number(s) or patent number(s):	
A. Trademark Application No.(s)	B. Trademark Registration No.(s)
	1,763,540 1,714,372
Additional numbers at	tached? □ Yes □XNo
5. Name and address of party to whom correspondence concerning document should be mailed:	Total number of applications and registrations involved:
Name: Philip S. Clark, Esq.	
Internal Address:	7. Total fee (37 CFR 3.41)\$ 65.00
	Authorized to be charged to deposit account
Street Address: 500 Church Street Suite 200	Deposit account number:
City: Nashville State: TN ZIP: 37219	(Attach duplicate copy of this page if paying by deposit account)
07/09/1999 MTH011 00000096 1763540	E THIS SPACE
01 FC:481 40.00 OP DO NOT US 02 FC:482 25.00 OP	
9. Statement and signature. To the best of my knowledge and belief, the foregoing inform the original document.	pation is true and correct and any attached copy is a true copy of
Philip S. Clark	6/8/99
Name of Person Signing Total number of pages including	Signature Date cover sheet, attachments, and document:

SECOND AMENDMENT TO TRADEMARK SECURITY AGREEMENT

THIS SECOND AMENDMENT TO TRADEMARK SECURITY AGREEMENT ("Amendment") is entered into by and between RELAX THE BACK CORPORATION, a Delaware corporation, having its principal place of business and executive headquarters at 900 Congress Avenue, Suite 400, Austin, Texas 78703 ("Debtor"), PACIFIC MEZZANINE FUND L.P., a California Limited Partnership having its principal place of business at 2200 Powell Street, Suite 1250, Emeryville, CA 94608 ("PMF"), DOMINION FUND IV, a Delaware Limited Partnership, having its principal place of business at 44 Montgomery Street, Suite 4200, San Francisco, California 94104 ("Dominion") and SIRROM CAPITAL CORPORATION, a Tennessee corporation, having its principal business at Suite 200, 500 Church Street, Nashville, Tennessee 37219 ("SCC" and, together with PMF and Dominion, collectively "Lenders"). This Agreement shall be effective as of the 31st day of October, 1997.

RECITALS

- Debtor and PMF have entered into a Loan Agreement dated as of August 27, 1996 (the "PMF Loan Agreement") and related debt instruments, as now or hereafter amended or supplemented.
- Debtor and Dominion have entered into a Loan Agreement dated as of June 10, 1997 (the "Dominion Loan Agreement") and related debt instruments, as now or hereafter amended or supplemented.
- C. Pursuant to the provisions of the PMF Loan Agreement and Dominion Loan Agreement, Debtor executed and delivered that certain Trademark Security Agreement dated as of September 30, 1996, as amended by that certain First Amendment to Trademark Security Agreement dated as of June 10, 1997 (the "Agreement") to PMF and Dominion, as additional security for Debtor's Obligations under the PMF Loan Agreement and related Loan Documents (as such term is defined in the PMF Loan Agreement) and the Dominion Loan Agreement and related Loan Documents (as such term is defined in the Dominion Loan Agreement).
- Debtor and SCC have entered into a Loan Agreement dated as of even date herewith D. (the "SCC Loan Agreement") and related debt instruments, as now or hereafter amended or supplemented.
- Pursuant to the provisions of the SCC Loan Agreement, Debtor has agreed to execute and deliver this Amendment to the Agreement to SCC as additional security for Debtor's Loan under

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the SCC Loan Agreement, the Note and the other Loan Documents (as such terms are defined in the SCC Loan Agreement).

Debtor and Lenders intend that the Agreement, as amended by this Amendment, shall F. secure pari passu the Obligations described in the Dominion Loan Agreement and the PMF Loan Agreement, and the Loan described in the SCC Loan Agreement. Terms defined in the Dominion Loan Agreement, PMF Loan Agreement and SCC Loan Agreement are used herein as therein defined, as the context shall require.

AGREEMENT

NOW THEREFORE, in consideration of the premises, Debtor hereby agrees with Lenders as follows:

Representations and Warranties. The Debtor reaffirms each and every representation 1. and warranty made in the Agreement.

2. Amendments.

- All references to "this Agreement" or "the Agreement" shall mean the (a) Trademark Security Agreement as amended by this Amendment;
- (b) All references to "the Obligations" shall include the Obligations described in the Dominion Loan Agreement, the Obligations described in the PMF Loan Agreement and the Loan described in the SCC Loan Agreement.
- All references to the Loan Agreement shall include the PMF Loan (c) Agreement, the Dominion Loan Agreement and the SCC Loan Agreement and all references to Loan Documents (and any particular Loan Document) shall include the Loan Documents referenced in the PMF Loan Agreement, the Dominion Loan Agreement, and the SCC Loan Agreement, respectively.
- No Other Amendments. All other terms and conditions of the Agreement shall remain 3. in full force and effect and the Agreement shall be read and construed as if the terms of this Amendment were included therein by way of addition or substitution, as the case may be.
- Costs. Any and all reasonable fees, costs and expenses, of whatever kind or nature, including without limitation attorneys' fees and other legal expenses, incurred by Lenders in connection with the enforcement of this Amendment and the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, maintenance and other fees and costs, or in otherwise protecting, maintaining or preserving the Trademarks, or in defending or prosecuting any actions or proceedings arising out of or related

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to the Trademarks, shall be borne and paid by Debtor on demand by Lenders and until so paid shall be added to the principal amount of the Obligations and Loan (without duplication) and shall bear interest at the highest rate prescribed in the respective Loan Agreement.

- Successors and Assigns. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.
- Governing Laws. IT IS THE INTENTION OF THE PARTIES HERETO THAT THE INTERNAL LAWS OF THE STATE OF CALIFORNIA, INCLUDING, WITHOUT LIMITATION, THE CALIFORNIA UNIFORM COMMERCIAL CODE AND ANY LAWS COVERNING USURY OR PERMISSIBLE RATES OF INTEREST, SHALL GOVERN THE VALIDITY OF THIS AMENDMENT, THE CONSTRUCTION OF ITS TERMS, AND THE INTERPRETATION AND ENFORCEMENT OF THE RIGHTS AND DUTIES OF THE PARTIES HERETO, EXCEPT TO THE EXTENT THAT SUCH LAWS ARE PREEMPTED BY FEDERAL LAW. EXCEPT AS SET FORTH BELOW, THE PARTIES HEREBY AGREE THAT ANY SUIT TO ENFORCE ANY PROVISION OF THIS AMENDMENT ARISING OUT OF OR BASED UPON THIS AGREEMENT OR THE BUSINESS RELATIONSHIP BETWEEN ANY OF THE PARTIES HERETO SHALL BE BROUGHT IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF CALIFORNIA OR THE SUPERIOR OR MUNICIPAL COURT IN AND FOR THE CITY AND COUNTY OF SAN FRANCISCO, CALIFORNIA. EACH PARTY HEREBY AGREES THAT SUCH COURTS SHALL HAVE IN PERSONAM JURISDICTION AND VENUE WITH RESPECT TO SUCH PARTY, AND EACH PARTY HEREBY SUBMITS TO THE IN PERSONAM JURISDICTION AND VENUE OF SUCH COURTS. IN ADDITION TO THE FOREGOING JURISDICTION, LENDERS, AT THEIR SOLE OPTION, MAY COMMENCE ANY SUCH SUIT IN ANY JURISDICTION IN WHICH DEBTOR HAS A BUSINESS OFFICE OR IN WHICH ANY OF THE COLLATERAL IS LOCATED.
- Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be an original as against any party whose signature appears thereon and all of which together shall constitute one and the same instrument. This Amendment shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the parties reflected hereon as signatories.
- 8. Notices. SCC's address for notices pursuant to Section 22 of the Agreement shall be as follows:

SCC:

SIRROM CAPITAL CORPORATION

Suite 200

500 Church Street Nashville, TN 37219 Attn: David M. Resha

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- 9. Further Assurances. Each party agrees to cooperate fully with the other party and to execute such further instruments, documents and agreements and to give such further written assurances, as may be reasonably requested by the other party to better evidence and reflect the transactions described herein and contemplated hereby, and to carry into effect the intents and purposes of this Amendment.
- Priorities. The priorities of Lenders hereunder are as set forth in that certain Amended and Restated Intercreditor Agreement dated of even date herewith.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the date first hereinabove written.

Lenders: PACIFIC MEZZANINE FUND L.P. Title: General Porton DOMINION FUND IV, a Delaware Limited-Partnership Title: SIRROM CAPITAL CORPORATION, a Tennessee corporation By:_____ Title: Debtor: **RELAX THE BACK CORPORATION** By:____ Title: 4

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- Further Assurances. Each party agrees to cooperate fully with the other party and 9. to execute such further instruments, documents and agreements and to give such further written assurances, as may be reasonably requested by the other party to better evidence and reflect the transactions described herein and contemplated hereby, and to carry into effect the intents and purposes of this Amendment.
- Priorities. The priorities of Lenders hereunder are as set forth in that certain 10. Amended and Restated Intercreditor Agreement dated of even date herewith.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the date first hereinabove written.

es hereto have executed and delivered this Agre
Lenders:
PACIFIC MEZZANINE FUND L.P.
By: Stolly Blll
Title: General Porter
DOMINION FUND IV , a Delaware Limited Partnership
Ву:
Title:
SIRROM CAPITAL CORPORATION, a Tennessee corporation
Ву:
Title:
Debtor:
RELAX THE BACK CORPORATION
Ву:
Title:
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tate of California	
county of Alameda	
	re me, Erika Broyard Kelly Notari Name and Title of Office (e.g., "Jane Doe, Notary Public")
$\sim \sim $	Name and Title of Officer (e.g., "Jane Doe, Notary Public")
ersonally appeared	Name(s) of Signer(s)
	□ personally known to me ✓ proved to me on the basis of satisfactory evidence
ERIKA BROYARD KELLY Commission # 1080648 Notary Public — Cattornia Alameda County My Comm. Expires Dec 17, 1999	to be the person whose name is is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
	WITNESS my hand and official seal. By B
Though the information below is not required by law fraudulent removal an	OPTIONAL w, it may prove valuable to persons relying on the document and could prevent and reattachment of this form to another document.
Description of Attached Docume	ent
Title or Type of Document: 2nd Av	
10/-1/00	Number of Pages:
Document Date: 10131 9	ps of Dominion Fund/Sirrom Cap
Capacity(ies) Claimed by Signer	
Signer's Name: Nothon W. T	Signer's Name:
☐ Individual	☐ Individual ☐ Corporate Officer
☐ Corporate Officer Title(s): Partner — ☐ Limited ▲ General	Title(s): ☐ Partner — ☐ Limited ☐ General
△ Partner — ☐ Limited △ General☐ Attorney-in-Fact	☐ Attorney-in-Fact
Guardian or Conservator	THUMBPRINT F SIGNER Guardian or Conservator Of SIGNER Top of thumb here
Signer Is Representing:	Signer Is Representing:
Pacific Mezz.	
Fund	
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- 9. Further Assurances. Each party agrees to cooperate fully with the other party and to execute such further instruments, documents and agreements and to give such further written assurances, as may be reasonably requested by the other party to better evidence and reflect the transactions described herein and contemplated hereby, and to carry into effect the intents and purposes of this Amendment.
- Priorities. The priorities of Lenders hereunder are as set forth in that certain Amended and Restated Intercreditor Agreement dated of even date herewith.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the date first hereinabove written.

> Lenders: PACIFIC MEZZANINE FUND L.P. By:_____ Title: DOMINION FUND IV, a Delaware Limited Partnership SIRROM CAPITAL CORPORATION, a Tennessee corporation By:_____ Title: Debtor: RELAX THE BACK CORPORATION By: _____ Title:

State of California)	
County of SAN FRANCISCO)	
On November 3, 1997, before me, the under California, personally appeared MICHAELK. LET me on the basis of satisfactory evidence) to be the person(s) within instrument, and acknowledged to me that he/ske/their signature (entity upon behalf of which the person(s) acted, executed to the person (s) acted (s) act	_, personally known to me (or proved to) whose name(*) is/art subscribed to the they executed the same in his/her/their (a) on the instrument the person(*), or the
WITNESS my hand and official seal.	
Signature Claudia Weby	
	[Seal]
State of California) County of)	COMM. # 1042565 Notary Public — California SAN MATEO COUNTY My Comm. Expires OCT 16, 1998
On, before me, the understanding personally appeared me on the basis of satisfactory evidence) to be the person(s) within instrument, and acknowledged to me that he/she/t authorized capacity(ies), and that by his/her/their signature(entity upon behalf of which the person(s) acted, executed to the person(s) acted, executed to the person(s) acted.	, personally known to me (or proved to) whose name(s) is/are subscribed to the they executed the same in his/her/their (s) on the instrument the person(s), or the
WITNESS my hand and official seal.	
Signature	(Q. 1)
	[Seal]

TRADEMARK **REEL: 001925 FRAME: 0412**

- 9. Further Assurances. Each party agrees to cooperate fully with the other party and to execute such further instruments, documents and agreements and to give such further written assurances, as may be reasonably requested by the other party to better evidence and reflect the transactions described herein and contemplated hereby, and to carry into effect the intents and purposes of this Amendment.
- Priorities. The priorities of Lenders hereunder are as set forth in that certain Amended and Restated Intercreditor Agreement dated of even date herewith.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the date first hereinabove written.

Lenders:

PACIFIC MEZZANINE FUND L.P.
By:
Title:
DOMINION FUND IV, a Delaware Limited Partnership
By:
Title:
SIRROM CAPITAL CORPORATION, a Tennessee corporation
By:
Title:
Debtor:
RELAX THE BACK CORPORATION
By: Quelly De
Title: PAT
DEBBIE L. FOSTER Commission # 1131412 Notary Public — California Los Angeles SAIDEMARK Intaly Public Los Angeles SAIDEMARK Intaly Public Los Angeles SAIDEMARK Intaly Public

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SHALL BE DEEMED TO HAVE GIVEN UP THIS WAIVER OF JURY TRIAL UNLESS THE PARTY CLAIMING THAT THIS WAIVER HAS BEEN RELINQUISHED HAS A WRITTEN INSTRUMENT SIGNED BY THE OTHER PARTIES STATING THAT THIS WAIVER HAS BEEN GIVEN UP. IN THE EVENT OF LITIGATION, A COPY OF THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO TRIAL BY THE COURT.

IN WITNESS WHEREOF, the parties hereto, by their officers thereunto duly authorized. have executed and delivered this Agreement as of the day and year first above written.

0	OBBBE L. FO Commission # Notary Public Los Angeles C My Comm. Expires	1 13 14 12 Colliomia 3 County 1
Dull	ici X Vest	ta
Nota	ry Palche	10/31/91

RTB, INC. (the "Company")

Title:

RELAX THE BACK CORPORATION ("Pledgor")

SIRROM CAPITAL CORPORATION, a Tennessee corporation ("SCC")

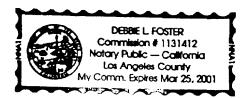
By:______

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State of California)
State of California))
California, personally appear me on the basis of satisfactor within instrument, and ackr authorized capacity(ies), and	, before me, the undersigned, a notary public for the State of, personally known to me (or proved to evidence) to be the person(s) whose name(s) is/are subscribed to the ewledged to me that he/she/they executed the same in his/her/their hat by his/her/their signature(s) on the instrument the person(s), or the ne person(s) acted, executed the instrument.
WITNESS my hand	nd official seal.
Signature	[Seal]
State of California County of Musical California)))
California, personally appea me on the basis of satisfactor within instrument, and ackra authorized capacity(ies), and entity upon behalf of which	before me, the undersigned, a notary public for the State of Alaska M. Johnson, personally known to me (or proved to evidence) to be the person(s) whose name(s) is/are subscribed to the owledged to me that he/she/they executed the same in his/her/their hat by his/her/their signature(s) on the instrument the person(s), or the he person(s) acted, executed the instrument.
WITNESS my hand	nd official seal.

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Signature Muldui A Ghater 10/31/41

1-141 C-46746 300-111

INTELLECTUAL PROPERTY RIGHTS

1. Applications for Registration of Patents.

 Country
 Patent Application No.
 Filing Date

 U.S.A.
 08/555,581
 11/8/95

 Canada
 2,171,499
 3/11/96

2. Registered Trademarks.

1,763,540 1,714,372

3. Trademark Applications.

"Relax the Back Store" and reclining figure logo in Europe.

4. Copyrights.

Operations and Procedures Manual.

Technical and Sales Manual.

Other miscellaneous documents and materials.

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RECORDED: 07/08/1999

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