

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KT Health, LLC		01/23/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	KeyBank National Association		
Street Address:	1675 Broadway, Suite 300		
City:	Denver		
State/Country:	COLORADO		
Postal Code:	80202		
Entity Type:	National Bank Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3723546	KT	
Registration Number:	3723455	KT TAPE	
Serial Number:	85911393	ULTRA STICK	
CORRESPONDENCE DATA			
Fax Number:	3038931379		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	3038927250		
Email:	sandra.wainer@dgsllaw.com		
Correspondent Name:	Sandra L. Wainer		
Address Line 1:	1550 17th Street, Suite 500		
Address Line 4:	Denver, COLORADO 80202		
ATTORNEY DOCKET NUMBER:	110700-0043		
NAME OF SUBMITTER:	Sandra L. Wainer		

CH \$90.00 3723546

Signature:	/s/Sandra L. Wainer
Date:	02/13/2014
<p>Total Attachments: 12 source=IP Security Agreement#page1.tif source=IP Security Agreement#page2.tif source=IP Security Agreement#page3.tif source=IP Security Agreement#page4.tif source=IP Security Agreement#page5.tif source=IP Security Agreement#page6.tif source=IP Security Agreement#page7.tif source=IP Security Agreement#page8.tif source=IP Security Agreement#page9.tif source=IP Security Agreement#page10.tif source=IP Security Agreement#page11.tif source=IP Security Agreement#page12.tif</p>	

## **INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of January 23, 2014 (this "Agreement"), is made between KT Health, LLC, a Delaware limited liability company (the "Grantor"), in favor of KeyBank National Association ("Secured Party").

### **Recitals**

A. Pursuant to that certain Revolving Credit, Term Loan and Security Agreement, dated as of the date hereof (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), between the Grantor and the Secured Party, Secured Party has extended commitments to make credit extensions to the Grantor;

B. The obligation of the Secured Party to make credit extensions under the Credit Agreement is subject to the condition, among others, that the Grantor secure the Indebtedness (as defined in the Credit Agreement) in the manner set forth herein; and

C. The Grantor has duly authorized the execution, delivery and performance of this Agreement.

### **Agreement**

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees, for the benefit of the Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Credit Agreement.

SECTION 2. Grant of Security Interest. As security for the due and punctual payment and performance of the Indebtedness in full, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise (including any payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the United States Bankruptcy Code (or any successor provision)), the Grantor hereby grants to and creates in favor of the Secured Party, for its benefit, a continuing first priority Lien on and security interest under the UCC in and to all of the following property (subject only to the superior priority of certain Permitted Liens), whether now existing or hereafter acquired by the Grantor:

(a) Trademark Collateral.

(i) All of Grantor's trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, now existing or hereafter adopted or acquired including those referred to in Item A of Schedule I hereto, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and

applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any other country or political subdivision thereof or otherwise, and all common-law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (collectively referred to as the "Trademarks");

(ii) all of its Trademark licenses, and other agreements providing the Grantor with the right to use any items of the type referred to in clause (a)(i) above, including each Trademark license referred to in Item B of Schedule I attached hereto; and

(iii) all of the goodwill of the business connected with the use of, and symbolized by the Trademarks;

(iv) the right to sue third parties for past, present and future infringements of any Trademark Collateral described in clause (a)(i) and, to the extent applicable, clauses (a)(ii) and (a)(iii); and

(v) all proceeds of, and rights associated with, the foregoing rights described in clauses (a)(i), (a)(ii), (a)(iii) and (a)(iv), including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license and all rights corresponding thereto throughout the world (all of the foregoing items set forth in this Section 2(a), the "Trademark Collateral").

provided, that, the term "Trademark Collateral" shall not include any U.S. trademark or service mark application, to the extent the security interest granted hereunder would cause the invalidation of such trademark or service mark application, until such time as a statement to allege use (or the equivalent) in respect thereof has been filed with, and accepted by, the United States Patent and Trademark Office; provided, further, that the Trademark Collateral shall include any and all proceeds of the interests described in the foregoing clause to the extent that the assignment or encumbering of such proceeds would not cause such invalidation.

(b) Patent Collateral.

(i) All of its letters patent, applications for letters patent (including applications in preparation), and like protections throughout the world, including, without limitation: (A) each patent and patent application referred to in Item A of Schedule II attached hereto, and (B) all improvements, divisions, continuations, renewals, reexaminations, reissues, extensions and continuations-in-part of the foregoing (collectively, "Patents");

(ii) all of its Patent licenses, and other agreements providing the Grantor with the right to use any items of the type referred to in clause (b)(i)

above, including each Patent license referred to in Item B of Schedule II attached hereto; and

(iii) all proceeds of, and rights associated with, the foregoing (including license royalties and proceeds of infringement suits), the right to sue third parties for past, present or future infringements of any Patent or Patent application, and for breach or enforcement of any Patent license (all of the foregoing items set forth in this Section 2(b), the "Patent Collateral").

(c) Copyright Collateral.

(i) All copyrights of the Grantor, whether statutory or common law, registered or unregistered and whether published or unpublished, now or hereafter in force throughout the world including all of the Grantor's right, title and interest in and to all copyrights registered in the United States Copyright Office or anywhere else in the world and also including the copyrights referred to in Item A of Schedule III attached hereto, and registrations and recordings thereof and all applications for registration thereof, whether pending or in preparation;

(ii) all copyright licenses, including each copyright license referred to in Item B of Schedule III attached hereto, the right to sue for past, present and future infringements of any of the foregoing, all rights corresponding thereto, all extensions and renewals of any thereof;

(iii) and all proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages and proceeds of suit (all of the foregoing items set forth in this Section 2(c), the "Copyright Collateral").

(d) Domain Name Collateral. All rights in and to the domain names set forth on Schedule IV attached hereto (the "Domain Name Collateral"). The Trademark Collateral, the Patent Collateral, the Copyright Collateral and the Domain Name Collateral are collectively referred to herein as the "IP Collateral."

SECTION 3. Representations. Upon the execution and delivery of this Agreement and all related UCC-1 financing statements, the Secured Party's security interest in the IP Collateral registered in the United States conferred hereby will be a valid, perfected (to the extent perfection may be achieved by filing UCC-1 financing statements or appropriate documents (including, without limitation, this Agreement) with the United States Patent and Trademark Office or Copyright Office), first priority security interest, subject to Permitted Liens. No effective financing statement or other instrument similar in effect covering all or any part of the IP Collateral is (or will be) on file in any recording office except such as may have been filed in favor of the Secured Party relating to this Agreement or to perfect or protect any security interest expressly permitted by the Loan Documents. Notwithstanding the foregoing, the Secured Party acknowledges that it may be necessary to enter into an agreement regarding the Domain Name Collateral with the domain name registrar in order to perfect its rights in the Domain Name Collateral.

SECTION 4. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Secured Party in the IP Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world, and in connection therewith, the Grantor hereby authorizes the Secured Party to file this Agreement with all offices deemed necessary by the Secured Party. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Secured Party for its benefit under the Credit Agreement. The Credit Agreement (and all rights and remedies of the Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the IP Collateral granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Loan Document. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof.

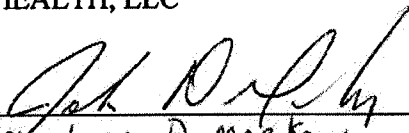
SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

SECTION 8. Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

\* \* \* \* \*

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered as of the date first above written.

KT HEALTH, LLC

By:   
Name: JOHN D MACKAY  
Title:

KEYBANK NATIONAL ASSOCIATION


By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered as of the date first above written.

KT HEALTH, LLC

By: \_\_\_\_\_  
Name:  
Title:



KEYBANK NATIONAL ASSOCIATION




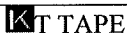
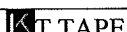
By:   
Name: Douglas L. Dell  
Title: Senior Vice President



**SCHEDULE I**  
**to Intellectual Property Security Agreement**

**Item A – Trademarks**

Mark	Office	Class	Application Number	Date Filed	Reg. Number	Reg. Date	Owner
	US	5	77/608124	11/5/2008	3723546	12/8/2009	Lumos, Inc.
KT Tape	US	5	77/574227	9/19/2008	3723455	12/8/2009	Lumos, Inc.
KT Tape	International	5	1096541	10/12/2011	1096541	10/12/2011	Lumos, Inc.
KT Tape	Argentina	5	3236638	4/5/2013			Lumos, Inc.
KT Tape	Australia	5	1096541	10/12/2011	1096541	10/12/2011	Lumos, Inc.
KT Tape	Brazil	5	831258918	11/11/2011			Lumos, Inc.
KT Tape	Canada	5	1591096	8/22/2012			Lumos, Inc.
KT Tape	China	5	1096541	10/12/2011	1096541	10/12/2011	Lumos, Inc.
KT Tape	Colombia	5	1096541	7/9/2013			Lumos, Inc.
KT Tape	Ecuador	5	2011-11674	10/20/2011			Lumos, Inc.
KT Tape	Egypt	5	1096541	10/12/2011	1096541	10/12/2011	Lumos, Inc.
KT Tape	European Community	5	1096541	10/12/2011	1096541	10/12/2011	Lumos, Inc.
KT Tape	Israel	5	1096541	10/12/2011	1096541	10/12/2011	Lumos, Inc.
KT Tape	Japan	5	1096541	10/12/2011	1096541	10/12/2011	Lumos, Inc.
KT Tape	Mexico	5	1221995	10/21/2011			Lumos, Inc.
KT Tape	Norway	5	1096541	10/21/2011			Lumos, Inc.
KT Tape	Peru	5	527993	3/26/2013	204464	10/31/2013	Lumos, Inc.
KT Tape	Singapore	5	1096541	10/21/2011	1096541	10/12/2011	Lumos, Inc.
KT Tape	Venezuela	5	009119-2013	5/21/2013			Lumos, Inc.
ULTRA STICK	US	5	85/911,393	4/22/2013			Lumos, Inc.
KT TAPE PRO	Mexico	5	1319562				Lumos, Inc.
	China	5	9101757	1/28/2011	9101757	2/7/2012	Lumos, Inc.

Mark	Office	Class	Application Number	Date Filed	Reg. Number	Reg. Date	Owner
	China	10	9101859	1/28/2011			Lumos, Inc.
	China	28	9112594	2/9/2011			Lumos, Inc.
	China	5	9101742	1/28/2011	9101742	2/7/2012	Lumos, Inc.
	China	10	9101849	1/28/2011			Lumos, Inc.
	China	28	9112595	2/9/2011	9112595	2/14/2012	Lumos, Inc.
Kinesiology Therapeutic Tape	US	5	77/596167	10/20/2008	ABANDONED		
Kinesis Athletic Tape	US	5	77/590586	10/20/2008	ABANDONED		
Kinesis Therapeutic Tape	US	5	77/590599	10/20/2008	ABANDONED		
Kwik Strips	US	5	77/642310	12/31/2008	ABANDONED		
Light Shield	US	11	77/311148	10/23/2007	3636084	6/9/2009	Lumos, Inc.
Symphony of Lights	US	9	77/311218	10/23/2007	ABANDONED		
DSP Enabled	US	11	77/338718	11/28/2007	ABANDONED		
Light it up!	US	11	77/338687	11/28/2007	ABANDONED		

**Item B- Trademark Licenses**

**NONE.**

**SCHEDULE II**  
**to Intellectual Property Security Agreement**

**Item A – Patents/Patent Applications**

Title	Office	Application Number	Filed	Publication Number	Pub. Date	Patent Number	Date Issued	Owner
Manufacture of Kinesiology Tape	US	12/554,203	9/04/2009	2011-0056621	3/10/2011	8,216,415	07-10-2012	Lumos, Inc.
Manufacture of Kinesiology Tape	US	13/188,319	7/21/2011	2011-0271854	11/10/2011			Lumos, Inc.
Body-Adhesive Kinesiology Tape	US	12/626,355	11/25/2009	2010-0298747	11/25/2011			Lumos, Inc.
Body-Adhesive Kinesiology Tape	Canada	2,720,601	11/12/2010					Lumos, Inc.
Body-Adhesive Kinesiology Tape	China	201010566804	11/25/2010	102068338A	5/25/2011			Lumos, Inc. <sup>1</sup>
Body-Adhesive Kinesiology Tape	Korea	1020100115392	11/19/2010	1020110058681	1/6/2011			Lumos, Inc.
Pre-cut Strips of Kinesiology Tape	US	13/188,333	7/21/2011	2011-0275969	11/10/2011			Lumos, Inc.
Elastic Strands for Use in Kinesiology Tape	US	13/188,327	7/21/2011	2011-0276040	11/10/2011			Lumos, Inc.
Elastic Strand for Use in Kinesiology Tape	PCT (Int'l)	PCT/IB2012/052474	5/16/2012	WO 2013/011384	1/24/2013			Lumos, Inc.
Pre-cut Strips of Kinesiology Tape	PCT (Int'l)	PCT/IB2012/042475	5/16/2012	WO 2013/011385	1/24/2013			Lumos, Inc.
Manufacture of Kinesiology Tape	PCT (Int'l)	PCT/IB2012/042477	5/16/2012	WO 2013/011386	1/24/2013			Lumos, Inc.
Strips of Kinesiology Tape with Enhanced Backing	US	UNFILED						

<sup>1</sup> The Chinese records incorrectly indicate that this application was filed by Rauz Corp. This application has been assigned to Lumos, Inc.

Title	Office	Application Number	Filed	Publication Number	Pub. Date	Patent Number	Date Issued	Owner
Strips of Kinesiology Tape and Accessories	US	UNFILED						
Strips of Kinesiology Tape with Enhanced Printing	US	UNFILED						
Strips of Kinesiology Tape with Additives	US	UNFILED						
Body-Adhesive Kinesiology Tape	Australia	2010235961	10/22/2010					Lumos, Inc.

**Item B – Patent Licenses**

**NONE.**

**SCHEDULE III  
to Intellectual Property Security Agreement**

**Item A - Copyrights**

<b>Title</b>	<b>Type</b>	<b>Jurisdiction</b>	<b>Reg. Number</b>	<b>Reg. Date</b>	<b>Owner</b>
KT Tape Instructional Videos.	Motion Picture	US	PA0001811032	10/24/2012	Lumos, Inc.
KT Tape Instructional Videos/ by Lumos, Inc.	Motion Picture	US	PA0001394545	10/30/2013	Lumos, Inc.

**Item B – Copyright Licenses**

**NONE.**

**SCHEDULE IV**  
**to Intellectual Property Security Agreement**  
**Domain Name Collateral**

**Domain  
Name**

kttape.co  
kttape.com  
kttape.info  
kttape.me  
kttape.net  
kttape.org  
kttapeit.com  
kttapeme.com  
kttapeme.me  
kttapeme.org  
lumosinc.com

NY\6151730.1  
NY\6154115.1