

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM331035

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hyper Wear, Inc.		01/20/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Trust U/W Marie L. W. Chivers		
Street Address:	5200 S. Scout Island Circle		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78731		
Entity Type:	TRUST: UNITED STATES		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Serial Number:	85970106	SANDROPE	
Registration Number:	0436180	Q-N	
Serial Number:	85960706	H	
Registration Number:	4550427	HYPERWEAR	
Serial Number:	85816335	COOL BURN	
Serial Number:	85812668	HYPERWEAR	
Registration Number:	4090615	WATERBELL	
Registration Number:	3913675	STEELBELL	
Registration Number:	3714409	SANDBELL	
Registration Number:	3546305	HYPER WEAR	
Registration Number:	3546306	HYPER VEST	
CORRESPONDENCE DATA			
Fax Number:	2147455390		
<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:	214.745.5370		
Email:	jmuennink@winstead.com		
Correspondent Name:	Jan Muennink c/o Winstead PC		
Address Line 1:	P.O. Box 131851		
Address Line 4:	Dallas, TEXAS 75313		

CH \$290.00 85970106

ATTORNEY DOCKET NUMBER:	52812-1
NAME OF SUBMITTER:	Jan Muennink
SIGNATURE:	/Jan Muennink/
DATE SIGNED:	02/04/2015

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”) dated as of January 20, 2015, is made by Hyper Wear, Inc., a Delaware corporation (the “Grantor”), in favor of Trust U/W Marie L. W. Chivers (the “Secured Party”).

WHEREAS, the Secured Party and the Grantor have entered into a Loan Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “Loan Agreement”). Capitalized terms used and not otherwise defined herein shall have the meanings given such terms in the Loan Agreement.

WHEREAS, as a condition precedent to the making of the loans or other credit extensions by the Secured Party under the Loan Agreement, the Grantor has executed and delivered in favor of the Secured Party that certain Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”).

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Secured Party a security interest in, among other property, all intellectual property of the Grantor, and has agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office and other Governmental Authorities.

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

SECTION 1. Grant of Security. The Grantor hereby grants to the Secured Party, a security interest in all of the Grantor’s right, title and interest in and to the following (the “Collateral”):

- (i) the patents and patent applications set forth in Schedule A attached hereto (collectively, the “Patents”);
- (ii) the trademark and service mark registrations and applications set forth in Schedule B attached hereto, together with the goodwill symbolized thereby (the “Trademarks”);
- (iii) all copyrights, whether registered or unregistered, set forth in Schedule C attached hereto, together with any copyrights, whether registered or unregistered, hereafter acquired by the Grantor (the “Copyrights”);
- (iv) all licenses of the foregoing, whether as licensee or licensor;
- (v) all reissues, divisions, continuations, renewals, extensions, and continuations in part thereof;

(vi) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof;

(vii) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing;

(viii) all rights corresponding to any of the foregoing throughout the world; and

(ix) any and all claims, rights and interests in any of the above and all substitutions for, additions and accessions to and proceeds thereof.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by the Grantor under this IP Security Agreement secures the prompt and complete payment and performance when due of all Secured Obligations (as defined in the Security Agreement) of the Grantor.

SECTION 3. Recordation. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable Governmental Authority record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security 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.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Secured Party with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. Governing Law. This IP Security Agreement and any controversy arising out of or relating to this IP Security Agreement shall be governed by and construed in accordance with the General Corporation Law of the State of Delaware as to matters within the scope thereof, and as to all other matters shall be governed by and construed in accordance with the internal laws of Texas, without regard to conflict of law principles that would result in the application of any law other than the law of the State of Texas.

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SCHEDULE A

PATENTS

TITLE	APPLN NO. OR PATENT NO.	FILING DATE OR GRANT DATE	OWNER
Device for stimulating adaptive thermogenesis in brown adipose tissue	8,800,311	August 12, 2014	Hyper Wear, Inc.
Weighted article with fill spout	8,622,877	January 7, 2014	Hyper Wear, Inc.

SCHEDULE B

TRADEMARKS

MARK	SERIAL/ REGISTRATION NO.	FILING/ REGISTRATION DATE	OWNER
SANDROPE	85/970,106	April 22, 2014	Hyper Wear, Inc.
SANDBELL	4,536,180	May 27, 2014	Hyper Wear, Inc.
H & DESIGN 	85/960,706	June 14, 2013	Hyper Wear, Inc.
HYPERWEAR	4,550,427	June 17, 2014	Hyper Wear, Inc.
COOL BURN	85/816,335	January 5, 2013	Hyper Wear Inc. aka Hyperwear
HYPERWEAR	85/812,668	December 30, 2012	Hyper Wear Inc. aka Hyperwear
WATERBELL	4,090,615	January 24, 2012	Hyper Wear Inc.
STEELBELL	3,913,675	February 1, 2011	Hyper Wear Inc.
SANDBELL	3,714,409	November 24, 2009	Hyper Wear Inc.
HYPER WEAR	3,546,249	December 16, 2008	Hyper Wear Inc.
HYPER VEST	3,546,306	December 16, 2008	Hyper Wear Inc.

SCHEDULE C
COPYRIGHTS

None