

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM408359

|   |                                  |                       |                       |
|---|----------------------------------|-----------------------|-----------------------|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                   |                       |                       |
| <b>NATURE OF CONVEYANCE:</b>  | SECURITY INTEREST                |                       |                       |
| <b>CONVEYING PARTY DATA</b>   |                                  |                       |                       |
| <b>Name</b>   | <b>Formerly</b>                  | <b>Execution Date</b> | <b>Entity Type</b>    |
| RELAX THE BACK CORPORATION  |                                  | 11/04/2016            | Corporation: DELAWARE |
| <b>RECEIVING PARTY DATA</b>   |                                  |                       |                       |
| <b>Name:</b>  | Pacific Mercantile Bank          |                       |                       |
| <b>Street Address:</b>  | 949 South Coast Drive, 3rd Floor |                       |                       |
| <b>City:</b>  | Costa Mesa                       |                       |                       |
| <b>State/Country:</b>   | CALIFORNIA                       |                       |                       |
| <b>Postal Code:</b>   | 92626                            |                       |                       |
| <b>Entity Type:</b>   | Corporation: CALIFORNIA          |                       |                       |
| <b>PROPERTY NUMBERS Total: 7</b>  |                                  |                       |                       |
| <b>Property Type</b>  | <b>Number</b>                    | <b>Word Mark</b>      |                       |
| <b>Registration Number:</b>   | 2917047                          | RELAX THE BACK        |                       |
| <b>Registration Number:</b>   | 2906072                          |                       |                       |
| <b>Registration Number:</b>   | 2707437                          | RELAX THE BACK        |                       |
| <b>Registration Number:</b>   | 2269336                          | RELAX THE BACK        |                       |
| <b>Registration Number:</b>   | 1763540                          |                       |                       |
| <b>Registration Number:</b>   | 1714372                          | RELAX THE BACK        |                       |
| <b>Registration Number:</b>   | 2304433                          |                       |                       |
| <b>CORRESPONDENCE DATA</b>  |                                  |                       |                       |
| <b>Fax Number:</b>  | 8004947512                       |                       |                       |
| <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> |                                  |                       |                       |
| <b>Phone:</b>   | 202-370-4750                     |                       |                       |
| <b>Email:</b>   | ipteam@nationalcorp.com          |                       |                       |
| <b>Correspondent Name:</b>  | Joanna McCall                    |                       |                       |
| <b>Address Line 1:</b>  | 1025 Vermont Ave NW, Suite 1130  |                       |                       |
| <b>Address Line 2:</b>  | National Corporate Research, LTD |                       |                       |
| <b>Address Line 4:</b>  | Washington, D.C. 20005           |                       |                       |
| <b>ATTORNEY DOCKET NUMBER:</b>  | F167104                          |                       |                       |
| <b>NAME OF SUBMITTER:</b>   | Robin Dunn                       |                       |                       |

OP \$190.00 2917047

|  |              |
|--|--------------|
| <b>SIGNATURE:</b>  | /Robin Dunn/ |
| <b>DATE SIGNED:</b>  | 12/09/2016   |
| <b>Total Attachments: 13</b><br>source=Trademark Cover Sheet with IPSA-Relax The Back#page2.tif<br>source=Trademark Cover Sheet with IPSA-Relax The Back#page3.tif<br>source=Trademark Cover Sheet with IPSA-Relax The Back#page4.tif<br>source=Trademark Cover Sheet with IPSA-Relax The Back#page5.tif<br>source=Trademark Cover Sheet with IPSA-Relax The Back#page6.tif<br>source=Trademark Cover Sheet with IPSA-Relax The Back#page7.tif<br>source=Trademark Cover Sheet with IPSA-Relax The Back#page8.tif<br>source=Trademark Cover Sheet with IPSA-Relax The Back#page9.tif<br>source=Trademark Cover Sheet with IPSA-Relax The Back#page10.tif<br>source=Trademark Cover Sheet with IPSA-Relax The Back#page11.tif<br>source=Trademark Cover Sheet with IPSA-Relax The Back#page12.tif<br>source=Trademark Cover Sheet with IPSA-Relax The Back#page13.tif<br>source=Trademark Cover Sheet with IPSA-Relax The Back#page14.tif |              |

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of November 4, 2016 by and between **PACIFIC MERCANTILE BANK** ("Lender") and **INTERACTIVE HEALTH, INC.**, a Delaware corporation, **RELAX THE BACK CORPORATION**, a Delaware corporation, **HUMAN TOUCH, LLC**, a Delaware limited liability company and **INTERACTIVE HEALTH FINANCE CORP.**, a Delaware corporation (jointly and severally "Grantor"), with reference to the following facts:

A. Lender and Grantor are parties to that certain Loan and Security Agreement dated November 4, 2016 (as amended from time to time, the "Loan Agreement"). (Capitalized terms used herein have the meaning assigned in the Loan Agreement.)

B. Pursuant to the Loan Agreement, Grantor has granted to Lender a security interest in all of the Collateral. The Collateral includes without limitation all Intellectual Property (including without limitation the Intellectual Property described herein).

Grantor agrees as follows:

1. To secure performance of all of its "Obligations" as defined in the Loan Agreement, Grantor grants to Lender a security interest in all of Grantor's right, title and interest in Grantor's Intellectual Property, including without limitation (i) the trademarks and servicemarks listed on Schedule A hereto, whether registered or not, and all applications to register and registrations of the same and like protections, and the entire goodwill of the business of Borrower connected with and symbolized by such trademarks, and (ii) the patents and patent applications listed on Schedule B hereto and all like protections including, without limitation, all improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, and (iii) all copyrights, maskworks, software, computer programs and other works of authorship, including without limitation those registered with the United States Copyright Office and listed on Schedule C hereto, and all extensions and renewals thereof, and (iv) all rights to recover for past or future infringement of any of the foregoing, and (v) all right, title and interest in and to any and all present and future license agreements with respect to any of the foregoing, and (vi) all present and future accounts, accounts receivable and other rights to payment arising from, in connection with or relating to any of the foregoing.

2. Grantor represents and warrants that (i) listed on Schedule A hereto are all trademark registrations and pending registrations owned or controlled by Grantor or licensed to Grantor, (ii) listed on Schedule B are all patents and patent applications owned or controlled by Grantor or licensed to Grantor, and (iii) listed on Schedule C are all copyrights, software, computer programs, mask works, and other works of authorship owned or controlled by Grantor which are registered with the United States Copyright Office.

3. Grantor shall not, hereafter, register any maskworks, software, computer programs or other works of authorship subject to United States copyright protection with the United States Copyright Office without first complying with the following: (i) providing Secured Party with at least 15 days prior written notice thereof, (ii) providing Secured Party with a copy of the application for any such registration and (iii) executing and filing such other instruments, and taking such further actions as Secured Party may reasonably request from time to time to perfect or continue the perfection of Secured Party's interest in the Collateral, including without limitation the filing with the United States Copyright

Office, simultaneously with the filing by Grantor of the application for any such registration, of a copy of this Agreement or a Supplement hereto in form acceptable to Secured Party identifying the maskworks, software, computer programs or other works of authorship being registered and confirming the grant of a security interest therein in favor of Secured Party.

4. This Agreement is being executed and delivered pursuant to the Loan Agreement; nothing herein limits any of the terms or provisions of the Loan Agreement, and Lender's rights hereunder and under the Loan Agreement are cumulative. This Agreement, the Loan Agreement and the other Loan Documents set forth in full all of the representations and agreements of the parties with respect to the subject matter hereof and supersede all prior discussions, oral representations, oral agreements and oral understandings between the parties. This Agreement may not be modified or amended, nor may any rights hereunder be waived, except in a writing signed by the parties hereto. In the event of any litigation between the parties based upon, arising out of, or in any way relating to this Agreement, the prevailing party shall be entitled to recover all of his costs and expenses (including without limitation attorneys' fees) from the non-prevailing party. This Agreement and all acts, transactions, disputes and controversies arising hereunder or relating hereto, and all rights and obligations of Lender and Grantor shall be governed by, and construed in accordance with the internal laws (and not the conflict of laws rules) of the State of California.

*[signatures on next page]*

Address of Grantor:

3030 Walnut Avenue  
Long Beach, CA 90807

Grantor:

Interactive Health, Inc.,  
a Delaware corporation

By   
Title CEO

Grantor:

Relax The Back Corporation,  
a Delaware corporation

By   
Title CEO

Grantor:

Human Touch, LLC,  
a Delaware limited liability company

By   
Title CEO

Grantor:

Interactive Health Finance Corp.,  
a Delaware corporation

By   
Title CEO

Lender:

Pacific Mercantile Bank

By \_\_\_\_\_  
Title \_\_\_\_\_

Address of Lender:

949 South Coast Drive, 3rd Floor  
Costa Mesa, CA 92626

*[Signature Page—Intellectual Property Security Agreement]*

Address of Grantor:

3030 Walnut Avenue  
Long Beach, CA 90807

Grantor:

Interactive Health, Inc.,  
a Delaware corporation

By \_\_\_\_\_  
Title \_\_\_\_\_

Grantor:

Relax The Back Corporation,  
a Delaware corporation

By \_\_\_\_\_  
Title \_\_\_\_\_

Grantor:

Human Touch, LLC,  
a Delaware limited liability company

By \_\_\_\_\_  
Title \_\_\_\_\_

Grantor:

Interactive Health Finance Corp.,  
a Delaware corporation

By \_\_\_\_\_  
Title \_\_\_\_\_

Address of Lender:

949 South Coast Drive, 3rd Floor  
Costa Mesa, CA 92626

Lender:

Pacific Mercantile Bank

By \_\_\_\_\_  
Title *V.P. Relationship Manager*  
*Sarah Orlovsky*

*[Signature Page—Intellectual Property Security Agreement]*

**SCHEDULE A**

Trademarks- Interactive Health, Inc.


| <b>No</b> | <b>Registration &amp;/OR Serial Number</b> | <b>Registration or Filing Date</b> | <b>Mark</b>            |
|-----------|--|------------------------------------|------------------------|
| 1.        | 78917349<br>3244594                        | 06/26/06<br>05/22/07               | ACUVIBE                |
| 2.        | 78690159<br>3373936                        | 08/10/05<br>02/22/08               | HUMAN TOUCH            |
| 3.        | 78148559<br>2949635                        | 07/29/02<br>05/10/05               | IJOY                   |
| 4.        | 77295349<br>3752733                        | 10/03/07<br>02/23/10               | HUMAN TOUCH IJOY BOARD |
| 5.        | 76420923<br>2713298                        | 06/14/02<br>05/06/03               | PERFECT CHAIR          |
| 6.        | 73536628<br>1395716                        | 05/09/85<br>06/03/86               | GET-A-WAY CHAIR        |
| 7.        | 75216680<br>2361000                        | 12/21/96<br>06/27/00               | INTERACTIVE HEALTH     |
| 8.        | 75216682<br>2234888                        | 12/21/96<br>03/23/99               | EQUALIZER              |
| 9.        | 75216683<br>2250641                        | 12/21/96<br>06/01/99               | PERFECT CHAIR          |
| 10.       | 77403296<br>3747352                        | 02/21/08<br>02/09/10               | SOFSUEDE               |
| 11.       | 77653967<br>4023145                        | 01/21/09<br>09/06/11               | THERMOSTRETCH          |
| 12.       | 77657921<br>3797770                        | 01/27/09<br>06/01/10               | WHOLEBODY              |
| 13.       | 77714931<br>3901296                        | 04/15/09<br>01/04/11               | ACUTOUCH               |



| <u>No</u> | <u>Registration &amp;/OR Serial Number</u> | <u>Registration or Filing Date</u> | <u>Mark</u>                |
|-----------|--|------------------------------------|----------------------------|
| 14.       | 77752418<br>3888235                        | 06/04/09<br>12/07/10               | CIRQLATION                 |
| 15.       | 77762453<br>3891556                        | 06/17/09<br>12/14/10               | FIGURE-EIGHT               |
| 16.       | 77762468<br>3891557                        | 06/17/09<br>12/14/10               | FIGURE-EIGHT<br>TECHNOLOGY |
| 17.       | 77811642<br>3955411                        | 08/24/09<br>05/03/11               | EASY SLEEVES               |
| 18.       | 77876914<br>4003169                        | 11/19/09<br>07/26/11               | HT-CONNECT                 |
| 19.       | 77903181<br>4003239                        | 12/30/09<br>07/26/11               | FEEL BETTER EVERYWHERE     |
| 20.       | 77960501<br>3959344                        | 03/16/10<br>05/10/11               | SERENITY                   |
| 21.       | 77960506<br>4053633                        | 03/16/10<br>11/08/11               | ZERO G                     |
| 22.       | 77968891<br>4030012                        | 03/25/10<br>09/20/11               | BODY SPA                   |
| 23.       | 77980996<br>3915199                        | 02/09/07<br>02/01/11               | HT HUMAN TOUCH IJOY        |
| 24.       | 78360430<br>3525646                        | 01/30/04<br>10/28/08               | HT                         |
| 25.       | 78413557<br>3525652                        | 05/05/04<br>10/28/08               | HT HUMAN TOUCH             |
| 26.       | 78508696<br>3486175                        | 10/29/04<br>08/12/08               | ACUPOINT                   |
| 27.       | 85452688<br>4223203                        | 10/20/11<br>10/09/12               | ZEROG                      |



| <u>No</u> | <u>Registration &amp;/OR Serial Number</u> | <u>Registration or Filing Date</u> | <u>Mark</u>                                  |
|-----------|--|------------------------------------|--|
| 28.       | 85484188<br>4277002                        | 11/30/11<br>01/15/13               | DO WHAT YOU DO BETTER                        |
| 29.       | 85452678<br>4273179                        | 10/20/11<br>01/08/13               | DEFY GRAVITY                                 |
| 30.       | 85484182<br>4277001                        | 11/30/11<br>01/15/13               | GO TO ZERO                                   |
| 31.       | 85452684<br>4384664                        | 10/20/11<br>08/13/13               | IMMERSION SEATING                            |
| 32        | 86192276<br>4654328                        | 02/12/14<br>12/09/14               | FLEXGLIDE                                    |
| 33.       | 85904859<br>4665523                        | 04/15/13<br>01/06/15               | BODYMAP PRO                                  |
| 34.       | 86258197<br>4796253                        | 04/21/14<br>08/18/15               | PROZERO                                      |
| 35.       | 86004540                                   | 07/08/13                           | PERFECT WORKSPACE                            |
| 36.       | 86632622                                   | 05/18/15                           | HT HUMAN TOUCH BE YOUR BEST. FEEL YOUR BEST. |

Trademarks- Relax The Back Corporation

| <u>No</u> | <u>Registration &amp;/OR Serial Number</u> | <u>Registration or Filing Date</u> | <u>Mark</u>   |
|-----------|--|------------------------------------|---|
| 1.        | 76563455<br>2917047                        | 12/05/03<br>01/11/05               | RELAX THE BACK  |
| 2.        | 76563454<br>2906072                        | 12/05/03<br>11/30/04               |  |
| 3.        | 75892675<br>2707437                        | 01/07/00<br>04/15/03               | RELAX THE BACK  |

| <u>No</u> | <u>Registration &amp;/OR Serial Number</u> | <u>Registration or Filing Date</u> | <u>Mark</u>   |
|-----------|--|------------------------------------|---|
| 4.        | 75069592<br>2269336                        | 03/08/96<br>08/10/99               | RELAX THE BACK  |
| 5.        | 74308664<br>1763540                        | 08/28/92<br>01/12/93               |  |
| 6.        | 74103375<br>1714372                        | 10/05/90<br>09/08/92               | RELAX THE BACK  |
| 7.        | 75069591<br>2304433                        | 03/08/96<br>12/28/99               |  |

SCHEDULE B

Patents and Patent Applications – Human Touch, LLC

| <u>No</u> | <u>Patent Number</u> | <u>Filing Date</u> | <u>Title</u>  |
|-----------|----------------------|--------------------|---|
| 1.        | D542,867             | 05/15/07           | Electromechanical exercise apparatus                              |
|           | D/240,166            | 10/07/05           |   |
| 2.        | D539,051             | 03/27/07           | Massage chair   |
|           | D/240,062            | 10/07/05           |   |
| 3.        | D538,056             | 03/13/07           | Massage chair   |
|           | D/240,168            | 10/07/05           |   |
| 4.        | D537,646             | 03/06/07           | Massage chair   |
|           | D/255,126            | 03/03/06           |   |
| 5.        | D537,642             | 03/06/07           | Massage chair   |
|           | D/243,417            | 11/23/05           |   |
| 6.        | D537,262             | 02/27/07           | Massage chair   |
|           | D/254,964            | 03/01/06           |   |
| 7.        | 7,184,655            | 02/27/07           | Footrest with integral heater                                     |
|           | 11/178,206           | 07/07/05           |   |
| 8.        | D536,894             | 02/20/07           | Massage chair   |
|           | D/240,167            | 10/07/05           |   |
| 9.        | D536,893             | 02/20/07           | Massage chair   |
|           | D/240,165            | 10/07/05           |   |
| 10.       | D536,892             | 02/20/07           | Massage chair   |
|           | D/240,162            | 10/07/05           |   |
| 11.       | D535,751             | 01/23/07           | Calf and foot massager  |
|           | D/240,163            | 10/07/05           |   |
| 12.       | D535,402             | 01/16/07           | Calf and foot massager  |
|           | D/240,169            | 10/07/05           |   |
| 13.       | 7,004,916            | 02/28/06           | Massaging device for chairs with guide rail and carriage assembly |
|           | 10/045,995           | 10/19/01           |   |

| <u>No</u> | <u>Patent<br/>Number</u> | <u>Filing<br/>Date</u> | <u>Title</u>   |
|-----------|--------------------------|------------------------|--|
| 14.       | D508,617<br>D/217,394    | 08/23/05<br>11/16/04   | Massage chair  |
| 15.       | D500,609<br>D/207,647    | 01/11/05<br>06/16/04   | Legless reclining chair                                      |
| 16.       | D500,608<br>D/205,047    | 01/11/05<br>05/07/04   | Reclining chair  |
| 17.       | D500,212<br>D/204,097    | 12/28/04<br>04/23/04   | Legless reclining chair                                      |
| 18.       | D498,065<br>D/198,480    | 11/09/04<br>01/29/04   | Legless reclining chair                                      |
| 19.       | 6,814,710<br>09/632,315  | 11/09/04<br>08/04/00   | Massaging device for chairs                                  |
| 20.       | 6,786,878<br>09/880,411  | 09/07/04<br>06/11/01   | Warm air massager  |
| 21.       | 5,601,529<br>08/422,879  | 02/11/97<br>04/17/95   | Finger massage apparatus                                     |
| 22.       | 5,967,609<br>08/751,914  | 10/19/99<br>11/18/96   | Reclining chair with guide rail system                       |
| 23.       | 6,012,774<br>09/173,932  | 01/11/00<br>29/26/98   | Reclining chair with guide rail system                       |
| 24.       | 7,207,958<br>10/751,031  | 04/24/07<br>01/02/04   | Air controlled massage system with motorized drive mechanism |
| 25.       | 7,226,428<br>10/705,412  | 06/05/07<br>11/10/03   | Air controlled massage system                                |
| 26.       | 7,604,606<br>10/841,073  | 10/20/09<br>05/06/04   | Intensity control for massage devices                        |
| 27.       | 8,021,313<br>12/553,909  | 09/20/11<br>09/03/09   | Intensity control for massage devices                        |

| <u>No</u> | <u>Patent<br/>Number</u> | <u>Filing<br/>Date</u> | <u>Title</u>   |
|-----------|--------------------------|------------------------|--|
| 28.       | 8,870,280                | 10/28/14               | Table accessory for a chair  |
|           | 13/306,932               | 11/29/11               |  |
| 29.       | 9,098,114                | 08/04/15               | Comprehensive user control<br>system for therapeutic wellness<br>devices |
|           | 12/876,089               | 09/03/10               |  |
| 30.       | D383,849                 | 09/16/97               | Hand-held massager   |
|           | D/056,385                | 06/27/96               |  |
| 31.       | D545,071                 | 06/26/07               | Table  |
|           | D/242,125                | 11/04/05               |  |
| 32.       | D557,029                 | 12/11/07               | Massage chair  |
|           | D/273,042                | 02/21/07               |  |
| 33.       | D559,992                 | 01/15/08               | Hand-held massager   |
|           | D/272,995                | 02/21/07               |  |
| 34.       | D571,110                 | 06/17/08               | Massage chair  |
|           | D/280,110                | 05/16/07               |  |
| 35.       | D586,138                 | 12/10/09               | Massage chair  |
|           | D/322,249                | 07/31/08               |  |
| 36.       | D591,963                 | 05/12/09               | Massage chair  |
|           | D/322,362                | 08/01/08               |  |
| 37.       | D597,753                 | 08/11/09               | Massage chair  |
|           | D/321,799                | 07/23/08               |  |
| 38.       | D604,536                 | 11/24/09               | Massage chair  |
|           | D/336,886                | 05/11/09               |  |
| 39.       | D627,175                 | 11/16/10               | Massage chair  |
|           | D/353,107                | 12/31/09               |  |
| 40.       | D655,931                 | 03/20/12               | Massage chair  |
|           | D/403,834                | 10/11/11               |  |
| 41.       | D683,152                 | 05/28/13               | Massage chair  |
|           | D/422,903                | 05/24/12               |  |

| <u>No</u> | <u>Patent<br/>Number</u> | <u>Filing<br/>Date</u> | <u>Title</u>                                      |
|-----------|--------------------------|------------------------|---|
| 42.       | D683,153<br>D/422,904    | 05/28/13<br>05/24/12   | Massage chair                                     |
| 43.       | 7,325,878<br>10/850,822  | 02/05/08<br>05/21/04   | Chair With Extendable Footrest                    |
| 44.       | 9,167,906<br>14/256,326  | 10/27/15<br>04/18/14   | Computer component mounting<br>device for a chair |
| 45.       | D699,960<br>D/441,107    | 02/25/14<br>12/31/12   | Reclining chair                                   |
| 46.       | D583,582<br>D/317,434    | 12/30/08<br>04/29/08   | Massage chair                                     |
| 47.       | D575,069<br>D/295,499    | 08/19/08<br>09/28/07   | Massage chair                                     |
| 48.       | D574,642<br>D/280,186    | 08/12/08<br>05/18/07   | Massage chair                                     |
| 49.       | 7,410,215<br>11/078,574  | 08/12/08<br>03/11/05   | Articulating chair                                |
| 50.       | 7,238,162<br>10/916,961  | 07/03/07<br>08/12/04   | Warm air massager                                 |
| 51.       | 29/422,904               | 05/24/12               | Design; Massage Chair                             |
| 52.       | 29/422,903               | 05/24/12               | Design; Massage Chair                             |
| 53.       | 13/084,362               | 04/11/11               | Modular Massage Chair                             |

SCHEDULE C

Copyrights Registered with the United States Copyright Office- Human Touch, LLC

| <u>Description</u>  | <u>Registration/<br/>Application<br/>Number</u> | <u>Registration/<br/>Application<br/>Date</u> |
|---|---|---|
| The Human Touch Website Application including Audiovisual Material and Associated Screen Displays | PA0001774042                                    | 01/11/11                                      |