

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM408345

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
INTERACTIVE HEALTH, INC.		11/04/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Pacific Mercantile Bank		
Street Address:	949 South Coast Drive, 3rd Floor		
City:	Costa Mesa		
State/Country:	CALIFORNIA		
Postal Code:	92626		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 36			
Property Type	Number	Word Mark	
Registration Number:	3244594	ACUVIBE	
Registration Number:	3373936	HUMAN TOUCH	
Registration Number:	2949635	IJOY	
Registration Number:	3752733	HUMAN TOUCH IJOY BOARD	
Registration Number:	2713298	PERFECT CHAIR	
Registration Number:	1395716	GET-A-WAY CHAIR	
Registration Number:	2361000	INTERACTIVE HEALTH	
Registration Number:	2234888	EQUALIZER	
Registration Number:	2250641	PERFECT CHAIR	
Registration Number:	3747352	SOFSUEDE	
Registration Number:	4023145	THERMOSTRETCH	
Registration Number:	3797770	WHOLEBODY	
Registration Number:	3901296	ACUTOUCH	
Registration Number:	3888235	CIRQLATION	
Registration Number:	3891556	FIGURE-EIGHT	
Registration Number:	3891557	FIGURE-EIGHT TECHNOLOGY	
Registration Number:	3955411	EASY SLEEVES	
Registration Number:	4003169	HT-CONNECT	
Registration Number:	4003239	FEEL BETTER EVERYWHERE	

OP \$915.00 3244594

Property Type	Number	Word Mark
Registration Number:	3959344	SERENITY
Registration Number:	4053633	ZERO G
Registration Number:	4030012	BODY SPA
Registration Number:	3915199	HT HUMAN TOUCH IJOY
Registration Number:	3525652	HT HUMAN TOUCH
Registration Number:	3486175	ACUPOINT
Registration Number:	4223203	ZEROG
Registration Number:	4277002	DO WHAT YOU DO BETTER
Registration Number:	4273179	DEFY GRAVITY
Registration Number:	4277001	GO TO ZERO
Registration Number:	4384664	IMMERSION SEATING
Registration Number:	4654328	FLEXGLIDE
Registration Number:	4665523	BODYMAP PRO
Registration Number:	4796253	PROZERO
Serial Number:	86004540	PERFECT WORKSPACE
Serial Number:	86632622	HT HUMAN TOUCH BE YOUR BEST. FEEL YOUR B
Registration Number:	3525646	HT

CORRESPONDENCE DATA

Fax Number: 8004947512

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: 202-370-4750

Email: ipteam@nationalcorp.com

Correspondent Name: Joanna McCall

Address Line 1: 1025 Vermont Ave NW, Suite 1130

Address Line 2: National Corporate Research, LTD

Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER: F167104

NAME OF SUBMITTER: Robin Dunn

SIGNATURE: /Robin Dunn/

DATE SIGNED: 12/09/2016

Total Attachments: 13

source=Trademark Cover Sheet with IPSA-Interactive Health #page5.tif

source=Trademark Cover Sheet with IPSA-Interactive Health #page6.tif

source=Trademark Cover Sheet with IPSA-Interactive Health #page7.tif

source=Trademark Cover Sheet with IPSA-Interactive Health #page8.tif

source=Trademark Cover Sheet with IPSA-Interactive Health #page9.tif

source=Trademark Cover Sheet with IPSA-Interactive Health #page10.tif

source=Trademark Cover Sheet with IPSA-Interactive Health #page11.tif

source=Trademark Cover Sheet with IPSA-Interactive Health #page12.tif

source=Trademark Cover Sheet with IPSA-Interactive Health #page13.tif

source=Trademark Cover Sheet with IPSA-Interactive Health #page14.tif

source=Trademark Cover Sheet with IPSA-Interactive Health #page15.tif

source=Trademark Cover Sheet with IPSA-Interactive Health #page16.tif

source=Trademark Cover Sheet with IPSA-Interactive Health #page17.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.

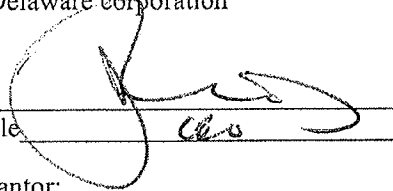
[signatures on next page]

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.



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

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

<u>No</u>	<u>Registration &/OR Serial Number</u>	<u>Registration or Filing Date</u>	<u>Mark</u>
28.	85484188 4277002	11/30/11 01/15/13	DO WHAT YOU DO BETTER
29.	85452678 4273179	10/20/11 01/08/13	DEFY GRAVITY
30.	85484182 4277001	11/30/11 01/15/13	GO TO ZERO
31.	85452684 4384664	10/20/11 08/13/13	IMMERSION SEATING
32	86192276 4654328	02/12/14 12/09/14	FLEXGLIDE
33.	85904859 4665523	04/15/13 01/06/15	BODYMAP PRO
34.	86258197 4796253	04/21/14 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 &/OR Serial Number</u>	<u>Registration or Filing Date</u>	<u>Mark</u>
1.	76563455 2917047	12/05/03 01/11/05	RELAX THE BACK
2.	76563454 2906072	12/05/03 11/30/04	
3.	75892675 2707437	01/07/00 04/15/03	RELAX THE BACK

<u>No</u>	<u>Registration &/OR Serial Number</u>	<u>Registration or Filing Date</u>	<u>Mark</u>
4.	75069592 2269336	03/08/96 08/10/99	RELAX THE BACK
5.	74308664 1763540	08/28/92 01/12/93	
6.	74103375 1714372	10/05/90 09/08/92	RELAX THE BACK
7.	75069591 2304433	03/08/96 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 Number</u>	<u>Filing Date</u>	<u>Title</u>
14.	D508,617 D/217,394	08/23/05 11/16/04	Massage chair
15.	D500,609 D/207,647	01/11/05 06/16/04	Legless reclining chair
16.	D500,608 D/205,047	01/11/05 05/07/04	Reclining chair
17.	D500,212 D/204,097	12/28/04 04/23/04	Legless reclining chair
18.	D498,065 D/198,480	11/09/04 01/29/04	Legless reclining chair
19.	6,814,710 09/632,315	11/09/04 08/04/00	Massaging device for chairs
20.	6,786,878 09/880,411	09/07/04 06/11/01	Warm air massager
21.	5,601,529 08/422,879	02/11/97 04/17/95	Finger massage apparatus
22.	5,967,609 08/751,914	10/19/99 11/18/96	Reclining chair with guide rail system
23.	6,012,774 09/173,932	01/11/00 29/26/98	Reclining chair with guide rail system
24.	7,207,958 10/751,031	04/24/07 01/02/04	Air controlled massage system with motorized drive mechanism
25.	7,226,428 10/705,412	06/05/07 11/10/03	Air controlled massage system
26.	7,604,606 10/841,073	10/20/09 05/06/04	Intensity control for massage devices
27.	8,021,313 12/553,909	09/20/11 09/03/09	Intensity control for massage devices

<u>No</u>	<u>Patent Number</u>	<u>Filing 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 system for therapeutic wellness 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 Number</u>	<u>Filing Date</u>	<u>Title</u>
42.	D683,153 D/422,904	05/28/13 05/24/12	Massage chair
43.	7,325,878 10/850,822	02/05/08 05/21/04	Chair With Extendable Footrest
44.	9,167,906 14/256,326	10/27/15 04/18/14	Computer component mounting device for a chair
45.	D699,960 D/441,107	02/25/14 12/31/12	Reclining chair
46.	D583,582 D/317,434	12/30/08 04/29/08	Massage chair
47.	D575,069 D/295,499	08/19/08 09/28/07	Massage chair
48.	D574,642 D/280,186	08/12/08 05/18/07	Massage chair
49.	7,410,215 11/078,574	08/12/08 03/11/05	Articulating chair
50.	7,238,162 10/916,961	07/03/07 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/ Application Number</u>	<u>Registration/ Application Date</u>
The Human Touch Website Application including Audiovisual Material and Associated Screen Displays	PA0001774042	01/11/11