

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM408546

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Raffel Systems, LLC		12/07/2016	Limited Liability Company: WISCONSIN
RECEIVING PARTY DATA			
Name:	THE PRIVATEBANK AND TRUST COMPANY		
Street Address:	70 W. MADISON		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60602		
Entity Type:	Corporation: ILLINOIS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4377224	FUNCTIONAL STATIONARY	
Registration Number:	4078492	COMFORT EASE	
Registration Number:	1076349	TRANQUIL EASE	
CORRESPONDENCE DATA			
Fax Number:	4142235000		
<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:	4149785559		
Email:	jere.polmatier@huschblackwell.com		
Correspondent Name:	Jere L Polmatier		
Address Line 1:	Husch Blackwell LLP		
Address Line 2:	555 East Wells Street, Suite 1900		
Address Line 4:	Milwaukee, WISCONSIN 53202		
ATTORNEY DOCKET NUMBER:	RAFFEL		
NAME OF SUBMITTER:	Jere L. Polmatier		
SIGNATURE:	/jlp/		
DATE SIGNED:	12/12/2016		
Total Attachments: 14			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT ("Agreement"), dated as of December 7, 2016, is made by and between RAFFEL SYSTEMS, LLC, a Wisconsin limited liability company (the "Assignor"), in favor of THE PRIVATEBANK AND TRUST COMPANY (the "Assignee").

RECITALS:

A. Assignor is now or may hereafter be indebted to Assignee pursuant to a Loan and Security Agreement dated as of the date hereof (as amended, supplemented or otherwise modified from time to time, the "Loan Agreement") as evidenced by that certain Revolving Note dated the date hereof in the original principal amount of \$3,000,000.00 by Assignor in favor of Assignee (as amended, modified, supplemented and/or amended and restated from time to time, the "Revolving Note"), Term Note dated the date hereof in the original principal amount of \$12,500,000.00 by Assignor in favor of Assignee (as amended, modified, supplemented and/or amended and restated from time to time, the "Term Note") and Capex Note dated the date hereof in the original principal amount of \$300,000.00 by Assignor in favor of Assignee (as amended, modified, supplemented and/or amended and restated from time to time, the "Capex Note"); and

B. Assignee's financial accommodations to Assignor were made on the condition that, among other things, Assignor grant to Assignee a security interest in all of Assignor's intellectual property, whether presently existing or hereafter acquired.

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

1. Definitions. Capitalized terms used but not defined herein shall have the meanings ascribed thereto in the Loan Agreement.

2. Grant of Security. Assignor hereby grants, pledges, conveys, and assigns to Assignee a continuing security interest in all of Assignor's rights, title and interest in and to the Collateral (as hereafter defined) to secure the payment and performance of the Obligations. For purposes hereof, "Collateral" shall mean all of Assignor's intellectual property rights, whether now owned or hereafter acquired, including, without limitation, the items listed in Schedules I and II attached hereto and the following:

(a) all patents (whether utility, design, or plant), patent applications, certificates of invention, and patentable inventions, whether the rights in or to any of the foregoing arise under the laws of the United States, any state, any foreign country, or any subdivision thereof (collectively, "Patents"), including, without limitation (i) all inventions and improvements described and claimed in the Patents, (ii) all reissues, divisions, continuations, continuations-in-part, substitutions, reexaminations, renewals, and extensions to the Patents, (iii) all improvements to the Patents, and (iv) all other rights of any kind pertaining to the Patents;

(b) all registered or unregistered trademarks, service marks, certification marks, trade names (or other type of source identifier), trade dress or other indicia of trade origin, trademark applications, service mark applications, corporate or company name, business name,

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trade style, design, logo, or trade dress, goodwill of the business connected with the use of or symbolized by a trademark or service mark, intent to use applications and any renewals, whether the rights in or to any of the foregoing arise under the laws of the United States, any state, any foreign country, or any subdivision thereof (collectively, "Trademarks");

(c) all registered copyrights, unregistered copyrights (whether in published or unpublished works of authorship), copyright applications, works based upon or derived from copyrights, and any renewals or extensions of the copyrights, whether the rights in or to any of the foregoing arise under the laws of the United States, any state, any foreign country, or any subdivision thereof (collectively, "Copyrights");

(d) any internet domain names;

(e) any intellectual property other than Copyrights, Patents, Trademarks, or domain names, whether statutory or common law, whether registered or unregistered, published or unpublished, and whether established in the United States, any state, any foreign country, or any subdivision thereof, including, without limitation, any mask works, any trade secret or other proprietary or confidential information or data, as well as rights with respect to software, programming codes, inventions, technical information, procedures, designs, know-how, data and databases, processes, models, drawings, plans, specifications and records, moral rights, and rights of publicity and privacy with respect to natural persons;

(f) all license agreements (exclusive or non-exclusive) executed by or in favor of Assignor with any other party, whether in connection with any of the foregoing or in connection with any third party's Patents, Trademarks, Copyrights, or other intellectual property, whether Assignor is a licensor or licensee (collectively, "Licenses");

(g) the following additional rights with respect to any of the foregoing: (i) the right to reproduce, prepare derivative works, distribute copies, perform or display any of the foregoing, (ii) the right to sue or otherwise recover for, or enjoin or obtain other legal or equitable relief for, any and all past, present and future infringements, misappropriations, or other impairments of any of the foregoing, (iii) all income, royalties, damages and other payments payable to Assignor with respect to any of the foregoing, (iv) all rights of Assignor accruing or pertaining to any of the foregoing, and (v) all goodwill related to any of the foregoing; and

(h) any and all products and proceeds of any of the foregoing (including, but not limited to, any claims to any items referred to in this definition, and any claims of Assignor against third parties for loss of, damage to, or destruction of, any or all of the foregoing or for proceeds payable under or unearned premiums with respect to policies of insurance) in whatever form.

Notwithstanding anything to the contrary herein, there shall be excluded from the definition of Collateral any Trademark application filed in the United States Patent and Trademark Office on the basis of Assignor's intent to use the Trademark before evidence of use of the Trademark has been filed with and accepted by the United States Patent and Trademark Office pursuant to sections 1(c) or 1(d) of the Lanham Act (15 U.S.C. § 1051, *et seq.*), but only if granting a security interest in the Trademark application before the filing of evidence of use would adversely affect the enforceability or validity of the Trademark application or the resulting Trademark registration. A Trademark application that is excluded from the definition of Collateral hereunder will automatically become

Collateral upon the filing and acceptance by the United States Patent and Trademark Office of evidence of use of the subject Trademark.

3. Assignor's Liabilities. Notwithstanding the foregoing grant of a security interest in the Collateral: (a) Assignee shall not have any obligations or liability to perform any of the obligations or duties of Assignor or be responsible for any of the liabilities under Assignor's contracts and agreements related to the Collateral; and (b) Assignor shall take any actions necessary to collect or enforce any claim for payment assigned to Assignee under this Agreement.

4. Maintenance of Collateral. Assignor shall:

(a) take all steps necessary to keep the Collateral free from any liens, encumbrances, assignments, licenses or security agreements, other than as provided under this Agreement or the Loan Agreement ;

(b) take all actions reasonably necessary to prosecute, maintain, preserve, defend and renew the Collateral and any licenses issued under the Collateral, for the full time period permitted by law, including, without limitation, the timely payment of any license fees, filing fees or other required fees related to the Collateral;

(c) make all filings, diligently pursue all applications with respect to Collateral, pay all fees and take all steps which are necessary to preserve its ownership in the Collateral, whether (i) in a judicial or administrative proceeding, (ii) in and before the United States or an international trademark or patent office, or (iii) in and before the United States or an international copyright office;

(d) file new applications for rights in the Collateral necessary to protect all patentable inventions created or acquired by Assignor for which applications have not previously been filed or take all other actions necessary to obtain the issuance of the patents; and

(e) protect the Collateral from being infringed, from unfair competition, dilution or damage, using all appropriate means, including the commencement of legal action to prevent and recover damages for infringement and to defend the Collateral from claims of infringement, unfair competition or damages, including the defense of any legal actions brought against Assignor which involve such assertions.

5. Assignor's Representations and Warranties.

(a) Assignor is the sole, legal and beneficial owner of all of the rights, title and interest in the Collateral, including, without limitation, to the Collateral described in Schedules I and II attached hereto, free and clear of any liens or encumbrances, except as granted under this Agreement, the Loan Agreement or otherwise to Assignee. No third party has a right to require Assignor to transfer any interest in any of the Collateral.

(b) Schedule I contains a complete and accurate list of all registered and issued (or otherwise the subject of pending applications) Copyrights, Patents, and Trademarks (including any material unregistered Trademarks) owned by Assignor. Each item of Collateral described in Schedule I is valid, subsisting, registerable, and enforceable. The Collateral described in Schedule I

has not been adjudged invalid, unregistrable or unenforceable, in whole or in part, is not the subject of any overdue registration or filing fees, and Assignor is not aware of any circumstances that might prevent the valid registration or issuance, as the case may be, in due course of any of such Collateral for which a pending application is listed on Schedule I.

(c) Schedule II contains a complete and accurate list of all Licenses owned by Assignor. Each License identified on Schedule II is valid and enforceable.

(d) Assignor has not made a previous assignment, sale, transfer or encumbrance of any of the Collateral except in favor of Assignee. Assignee has not granted any license (other than those listed on Schedule II), release, covenant not to sue, or non-assertion assurance to any third party with respect to any of the Collateral.

6. Cooperation in Executing Documents. Assignor agrees to, at its sole cost and expense:

(a) promptly execute any document or instrument, including but not limited to financing statements, continuation statements, patent, copyright or trademark office filings or any other additional instruments and documents requested by Assignee, and take all actions that Assignee may reasonably request, in order to perfect and protect any pledge, assignment or security interest granted in favor of Assignee with regard to the Collateral; and

(b) promptly take any action Assignee may deem necessary or advisable to accomplish the purposes of this Agreement, including, without limitation: (i) to request, demand, collect, sue for, recover, compromise or receive monies due with regard to any item of the Collateral; (ii) to receive, endorse, and collect any drafts or other instruments, documents and chattel paper, in connection with the Collateral; or (iii) to file any claims, take any action or institute any proceedings that Assignee may deem necessary or desirable for the collection of any payments relating to any of the Collateral or otherwise to enforce the rights of Assignee with respect to any of the Collateral.

7. Reports to Assignee. Upon Assignee's request, Assignor shall furnish Assignee with reports, statements, or schedules describing its intellectual property with sufficient detail for third parties to identify such intellectual property. Assignor agrees that, should it obtain an ownership interest in additional intellectual property which is material to its business, that additional intellectual property shall immediately become a part of the Collateral, and Assignor shall promptly report that acquisition to Assignee.

8. Notice to Assignee Regarding Adverse Action. Assignor agrees to notify Assignee promptly and in writing if it learns: (a) that any item of the Collateral has become abandoned; and (b) of any adverse determination or the institution of any proceeding (including, without limitation, the institution of any proceeding in the United States Trademark and Patent Office, the United States Copyright Office, any international trademark, patent or copyright office, or in any judicial, administrative or other legal proceeding) with regard to any of the Collateral

9. Notice Regarding Third-Party Infringement. Assignor agrees to notify Assignee promptly and in writing if it learns that any item of the Collateral is infringed or misappropriated by

a third party. In addition, Assignor shall take such actions to protect such Collateral, including, without limitation, suing for infringement or misappropriation, at Assignor's sole expense.

10. Assignee May Perform. If Assignor fails to perform any obligation under this Agreement, Assignee may (but is not obligated to) perform such obligation after providing reasonable notice to Assignor. The expenses of Assignee incurred in connection with the performance of any such obligation shall be payable by Assignor on demand and constitute part of the Obligations and be secured hereby.

11. Amendments. No amendment or waiver of any provision of this Agreement, and no consent to any departure by Assignor from the terms and conditions hereof, shall, in any event, be effective unless the same shall be in writing and signed by Assignee and, in the case of an amendment, by Assignor and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

12. Waivers. No failure on the part of Assignee to exercise, and no delay in exercising any right hereunder, shall operate as a waiver by Assignee. Nor shall any single partial exercise of any such right by Assignee preclude any other or further exercise thereof or the exercise of any other right by Assignee.

13. Notices. All communications or notices required or permitted by this Agreement shall be given or made in accordance with the notice provisions set forth in the Loan Agreement.

14. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Signatures delivered by facsimile or in electronic format (i.e., "pdf") shall be valid and binding for all purposes.

15. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

16. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Wisconsin, without giving effect to any choice or conflict of law provision or rule (whether of the State of Wisconsin or any other jurisdiction).

17. Termination. This Agreement will automatically terminate ("Termination") on the date that the Secured Obligations are Paid in Full. Upon such Termination, the security interest on the Collateral granted hereunder shall automatically be released without further action of Assignee, and Assignee will, promptly upon Assignor's request and at Assignor's expense, execute and deliver to Assignor a release of the security interest granted to Assignee hereunder on the Collateral or similar instrument of re-conveyance prepared by Assignee.

18. Severability. Whenever possible each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be


ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor has caused this Agreement to be duly executed and delivered by its authorized officer as of the date first above written.

ASSIGNOR:

RAFFEL SYSTEMS, LLC,
a Wisconsin limited liability company

By: 
Paul F. Stangl
President

AGREED TO AND ACCEPTED BY:

ASSIGNEE:

THE PRIVATEBANK AND TRUST COMPANY,
as Issuing Lender and as Lender

By: _____
Mitchel D. Regenfuss
Associate Managing Director

IN WITNESS WHEREOF, Assignor has caused this Agreement to be duly executed and delivered by its authorized officer as of the date first above written.

ASSIGNOR:

RAFFEL SYSTEMS, LLC,
a Wisconsin limited liability company

By: _____
Paul F. Stangl
President

AGREED TO AND ACCEPTED BY:

ASSIGNEE:

THE PRIVATEBANK AND TRUST COMPANY,
as Issuing Lender and as Lender

By:  _____
Mitchel D. Regenfuss
Associate Managing Director

SCHEDULE I

PATENTS, TRADEMARKS AND COPYRIGHTS

Patents

Grantor	Country	Application Title	Patent Application	Date Patent Applied	Patent Number	Date Patent Issue
Borrower	US	LIGHTED CUP HOLDER FOR SEATING	11/410,547	4/25/2006	7,766,293	8/3/2010
Borrower	US	LIGHTED CUP HOLDER FOR SEATING	12/847,823	7/30/2010	8,657,245	2/25/2014
Borrower	US	LIGHTED CUP HOLDER FOR SEATING	14/152,363	1/10/2014	8,714,505	5/6/2014
Borrower	US	LIGHTED CUP HOLDER FOR SEATING	14/263,248	4/28/2014	8,973,882	3/10/2015
Borrower	US	LIGHTED CUP HOLDER FOR SEATING	14/638,926	3/4/2015	9,089,221	7/28/2015
Borrower	US	LIGHTED CUP HOLDER FOR SEATING	14/806,912	7/23/2015	9,192,241	11/24/2015
Borrower	US	LIGHTED CUP HOLDER FOR SEATING	14/939,864	11/12/2015	9,254,043	2/9/2016
Borrower	US	LIGHTED CUP HOLDER FOR SEATING	15/018,167	2/8/2016		
Borrower	US	METHOD OF AND APPARATUS FOR LOCKING A	60/203,168	5/8/2000		
Borrower	US	METHOD OF AND APPARATUS FOR LOCKING A	09/850,718	5/8/2001	6,492,786	12/10/2002
Borrower	US	METHOD OF AND APPARATUS FOR LOCKING A	10/269,114	10/10/2002	6,794,841	9/21/2004
Borrower	CA	TOTAL BODY RELAXATION SYSTEM	2279322	7/30/1999	2279322	1/4/2005
Borrower	US	TOTAL BODY RELAXATION SYSTEM	09/364,927	7/29/1999	6,422,992	7/23/2002
Borrower	US	VIBRATOR FOR USE WITH FURNITURE	29/059,436	9/11/1996	D390,965	2/17/1998

Grantor	Country	Application Title	Patent Application	Date Patent Applied	Patent Number	Date Patent Issue
Borrower	US	AUTOLEVELING METHODS,	12/886,219	9/20/2010		
Borrower	US	LIGHT DEVICES	12/946,682	11/15/2010		
Borrower	US	CONTROLLER	29/394,315	6/15/2011	D665,757	8/21/2012
Borrower	US	CUP HOLDER	29/382,151	12/29/2010	D643,252	8/16/2011
Borrower	US	CONTROLLER	29/382,155	12/29/2010	D667,798	9/25/2012
Borrower	US	MAGNETIC HOLD DEVICES AND	13/074,803	3/29/2011	8,979,044	3/17/2015
Borrower	US	MAGNETIC HOLD DEVICES AND	14/659,110	3/16/2015		
Borrower	US	CONTROL PANEL	29/400,101	8/23/2011	D690,275	9/24/2013
Borrower	US	CUP HOLDER	29/401,220	9/8/2011		
Borrower	US	CUP HOLDER	29/401,222	9/8/2011		
Borrower	US	CUP HOLDER	29/485,451	3/19/2014		
Borrower	US	CONTROLLER	29/401,219	9/8/2011		
Borrower	US	CONTROLLER	29/401,217	9/8/2011	D662,066	6/19/2012
Borrower	US	GROMMET	29/406,598	11/16/2011	D707,532	6/24/2014
Borrower	US	LIGHT	29/406,599	11/16/2011	D700,383	2/25/2014
Borrower	US	LIGHT	29/406,601	11/16/2011	D723,203	2/24/2015
Borrower	US	AUTOMATIC				
Borrower	US	DEVICES FOR ACCESSORY	13/400,485	2/20/2012		
Borrower	US	CONTROL SWITCH	29/427,710	7/20/2012	D685,333	7/2/2013
Borrower	US	SWITCH	29/433,788	10/4/2012	D691,098	10/8/2013
Borrower	US	CHARGER	29/433,789	10/4/2012	D678,190	3/19/2013
Borrower	US	CHARGER	29/433,790	10/4/2012	D677621	3/12/2013
Borrower	US	CONTROL PANEL	29/441,218	1/2/2013	D691,096	10/8/2013
Borrower	US	SWITCH	29/445,865	2/18/2013	D692,841	11/5/2013
Borrower	US	SWITCH	29/445,866	2/18/2013	D692,401	10/29/2013
Borrower	US	SWITCH	29/445,867	2/18/2013	D707,640	6/24/2014
Borrower	US	SWITCH	29/445,868	2/18/2013	D691,971	10/22/2013

Grantor	Country	Application Title	Patent Application Number	Date Patent Applied	Patent Number	Date Patent Issue
Borrower	US	SWITCH	29/445,869	2/18/2013	D700,150	2/25/2014
Borrower	US	SWITCH	29/445,870	2/18/2013	D691,099	10/8/2013
Borrower	US	SWITCH	29/467,043	9/13/2013	D712,847	9/9/2014
Borrower	US	CUP HOLDER	29/471,662	11/4/2013	D707,496	6/24/2014
Borrower	US	CUP HOLDER	29/471,664	11/4/2013	D707,503	6/24/2014
Borrower	US	SWITCH	29/471,666	11/4/2013	D712,848	9/9/2014
Borrower	US	SWITCH	29/471,668	11/4/2013	D714,233	9/30/2014
Borrower	US	CHARGER	29/482,957	2/24/2014	D730,283	5/26/2015
Borrower	US	CHARGER	29/482,958	2/24/2014	D730,284	5/26/2015
Borrower	US	CHARGER	29/482,959	2/24/2014	D730,285	5/26/2015
Borrower	US	CUP HOLDER	29/488,324	4/17/2014	D738,170	9/8/2015
Borrower	US	SWITCH	29/488,322	4/17/2014	D740,238	10/6/2015
Borrower	US	HAND HELD	29/492,277	5/29/2014	D737,226	8/25/2015
Borrower	US	CONTROLLER	29/492,275	5/29/2014	D737,225	8/25/2015
Borrower	US	SWITCH	29/499,879	8/19/2014	D748,590	2/2/2016
Borrower	US	SWITCH	29/500,580	8/26/2014	D763,803	8/16/2016
Borrower	US	CHARGER	29/520,385	3/13/2015	D752,512	3/29/2016
Borrower	US	CHARGER	29/520,391	3/13/2015	D756,298	5/17/2016
Borrower	US	SWITCH	29/520,389	3/13/2015	D758,326	6/7/2016
Borrower	US	SWITCH	29/520,390	3/13/2015	D768,583	10/11/2016
Borrower	US	CHARGER	29/520,392	3/13/2015	D756,299	5/17/2016
Borrower	US	CHARGER	29/520,386	3/13/2015	D758,305	6/7/2016
Borrower	CN	SWITCH	201630097213	3/29/2016		
Borrower	US	SWITCH	29/540,924	9/29/2015		
Borrower	US	SWITCH	29/540,926	9/29/2015		
Borrower	CN	SWITCH	201630097206	3/29/2016		
Borrower	EP	SWITCH	3046267	3/29/2016	3046267	8/8/2016
Borrower	US	SWITCH	29/540,928	9/29/2015		
Borrower	CN	SWITCH	2.0163E+11	4/29/2016		
Borrower	US	SWITCH	29/544,079	10/30/2015		

Grantor	Country	Application Title	Patent Application Number	Date Patent Applied	Patent Number	Date Patent Issued
Borrower	CN	SYSTEMS AND METHODS FOR CONTROLLING	201610400587.4	6/8/2016		
Borrower	CN	SYSTEMS AND METHODS FOR CONTROLLING	201620550286.5	6/8/2016		
Borrower	US	SYSTEMS AND METHODS FOR CONTROLLING	62/318,993	4/6/2016		
Borrower	US	SYSTEMS AND METHODS FOR CONTROLLING	15/155,363	5/16/2016		
Borrower	CN	SWITCH	201630252742.3	6/17/2016		
Borrower	US	SWITCH	29/564,464	5/13/2016		
Borrower	CN	SWITCH	201630462274.2	9/5/2016		
Borrower	EP	SWITCH	3385830	9/20/2016	3385830	9/20/2016
Borrower	US	SWITCH	29/565,043	5/17/2016		
Borrower	US	POWER ADJUSTMENT AND SAFETY SYSTEMS FOR	15/278,404	9/28/2016		
Borrower	CN	SWITCH				
Borrower	US	SWITCH - CTR U2 08				
Borrower	US	SWITCH - CTR U2 18				
Borrower	US	SWITCH - CTR U3 03				
Borrower	US	SWITCH - CTR UR3 02				
Borrower	US	SWITCH - CTR UR2 19				

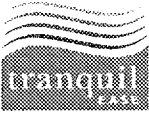
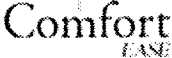

Patent Licenses

Agreement for Rights to BackCycler Technology in the Topper and Furniture Markets by and between Backcycler, LLC and Borrower, dated May 28, 2009.

Trademarks

Grantor	Trademark Registration Number	Trademark	Date of Registration
Borrower	4,377,224	FUNCTIONAL STATIONARY	7/30/2013
Borrower	4,078,492	COMFORT EASE	1/3/2012
Borrower	1,076,349	TRANQUIL EASE	11/1/1977

Common Law Trademarks

Grantor	Trademark	Field of Use
Borrower	RAFFEL SYSTEMS	Seating, bedding and industrial products
Borrower	TRANQUIL EASE & Design 	Seating, bedding and industrial products
Borrower	COMFORT EASE & Design 	Seating, bedding and industrial products
Borrower	FUNCTIONAL STATIONARY & Design 	Seating, bedding and industrial products
Borrower	RAFFEL INDUSTRIAL CONTROLS	Seating, bedding and industrial products

Copyrights – N/A

SCHEDULE II

LICENSES

Trademark Licenses

- Non-Exclusive License Agreement by and between Borrower and Home Meridian International, dated October 23, 2015.
- Settlement and Release Agreement by and between Borrower and Homelegance and affiliates, dated December 23, 2014.
- Settlement Agreement between Borrower and The Handy Button Machine Company, dated July 8, 2014.
- Agreement for Rights to BackCycler Technology in the Topper and Furniture Markets by and between Backcyclor, LLC and Borrower, dated May 28, 2009.
- Trademark License Agreement between Raffel and Tranquilease, LLC, dated July 17, 2008.
- Distribution Agreement by and between Borrower and Global Furniture Components (GFC), UAB, dated January 1, 2016.
- Tooling Agreement by and among Borrower, Xiamen Raffel and Xiamen Wellness Technology Co., Ltd ("Wellness") dated June 22, 2016.
- Tooling Agreement by and among Borrower, Xiamen Raffel and Wellness dated June 23, 2016.