

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM427515

<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>
Breather Products Inc.		04/28/2017	Corporation: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Triplepoint Capital LLC		
<b>Street Address:</b>	2755 Sand Hill Road, Suite 150		
<b>City:</b>	Menlo Park		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94025		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4756654	BREATHER	
<b>Serial Number:</b>	87224115		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3102774730		
<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>	310.284.6133		
<b>Email:</b>	Grosenbaum@mwe.com, cvicino@mwe.com		
<b>Correspondent Name:</b>	Gary B. Rosenbaum		
<b>Address Line 1:</b>	McDermott Will & Emery LLP		
<b>Address Line 2:</b>	2049 Century Park East, Suite 3800		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90067		
<b>NAME OF SUBMITTER:</b>	Gary B. Rosenbaum		
<b>SIGNATURE:</b>	/Gary B. Rosenbaum/		
<b>DATE SIGNED:</b>	05/15/2017		
<b>Total Attachments: 7</b>			
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**PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This is a **Plain English Intellectual Property Security Agreement** dated as of April 28, 2017 by and between TRIPLEPOINT CAPITAL LLC, a Delaware limited liability company and BREATHER PRODUCTS INC. a Quebec, Canada corporation (the "Agreement").

The words "We", "Us", or "Our", refer to the grantee, which is TRIPLEPOINT CAPITAL LLC. The words "You" or "Your" refers to the grantor, which is BREATHER PRODUCTS INC. and not any individual. The words "the Parties" refers to both TRIPLEPOINT CAPITAL LLC and BREATHER PRODUCTS INC.

TriplePoint Capital LLC and Breather Products US Inc., a Delaware corporation ("US Sub") have entered into a Plain English Growth Capital Loan and Security Agreement dated as of April 28, 2017 (together with amendments, supplements, extensions and exhibits, collectively the "Loan Agreement"). You have guaranteed all of the Secured Obligations pursuant to a Plain English Continuing Guaranty dated April 28, 2017 (together with amendments, supplements, extensions and exhibits, collectively the "Guaranty"). In order to secure your obligations under the Guaranty, You have granted to Us a lien on and a security interest in substantially all of Your assets, including but not limited to, all the present and future rights, title, and interest that You may now have or hereafter acquire in all Patents, Trademarks, Copyrights, and applications for Patents, Trademarks and Copyrights, pursuant to a Movable Hypothec, dated April 28, 2017 (together with amendments, supplements, extensions and exhibits, collectively the "Movable Hypothec").

In consideration for the mutual covenants and agreements contained in the Loan Agreement, the Guaranty, the Movable Hypothec and this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

**1. GRANT OF SECURITY INTEREST**

You grant to Us a lien upon and continuing security interest in all of Your right, title, and interest in, to and under all of the following (all of the following items of property collectively will be referred to as the "Intellectual Property Collateral"), whether now existing or hereafter arising or acquired:

- ⇒ all Patents, Patent Licenses, and Patent applications, including specifically those listed on the attached **Schedule A**, together with any reissues, divisions, continuations, renewals, extensions and continuations thereof;
- ⇒ all Trademarks, Trademark Licenses, and trademark applications, including specifically those listed on the attached **Schedule B** together with any renewals thereof;
- ⇒ all Copyrights, Copyright Licenses, and applications for Copyrights, including specifically those listed on the attached **Schedule C**;
- ⇒ the right to sue for past, present and future infringements of the foregoing and all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof; and
- ⇒ all Proceeds.

You represent and warrant to Us that Schedules A, B, and C attached hereto set forth any and all intellectual property rights in connection to which You have registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

**2. LOAN AGREEMENT**

This security interest is granted to secure the Secured Obligations, under the Loan Agreement and Guaranty. All the capitalized terms used but not otherwise defined are used in this Agreement with the same meaning as defined in the Loan Agreement, Guaranty and Movable Hypothec.

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**3. OUR RIGHT TO SUE**

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From and after an Event of Default, subject to the terms of the Loan Agreement, the Guaranty and Movable Hypothec, We shall have the right, but shall in no way be obligated, to bring suit in Our own name to enforce Your rights in the Intellectual Property Collateral. If We commence any such suit, You shall, at Our request, do all lawful acts and execute and deliver all proper documents or information that may be necessary or desirable to aid Us in such enforcement. You shall promptly, upon demand, reimburse and indemnify Us for all of Our costs and expenses, including reasonable attorney's fees, related to Our exercise of the above mentioned rights.

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**4. FURTHER ASSURANCES**

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You will from time to time execute, deliver and file, alone or with Us, any security agreements, or other documents to perfect and give priority to Our lien on the Intellectual Property Collateral. You will from time to time obtain any instruments or documents as We may request, and take all further action that may be reasonably necessary or desirable, or that We may reasonably request, to carry out more effectively the provisions and purposes of this Agreement or any other related agreements or to confirm, perfect, preserve and protect the liens granted to Us.

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**5. MODIFICATION**

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This Agreement can only be altered, amended or modified in a writing signed by the Parties. Notwithstanding the foregoing however, You hereby irrevocably appoint Us (and any of Our designated officers, agents or employees) as Your true and lawful attorney to modify, in Our sole discretion, this Agreement without first obtaining Your approval of or signature to such modification by amending Schedules A, B, and C to this Agreement, as appropriate, to include reference to any right, title or interest in any Intellectual Property Collateral acquired by You before or after the execution hereof or to delete any reference to any right, title or interest in any Intellectual Property Collateral in which You no longer have or claim to have any right, title or interest. The appointment of Us as Your attorney in fact, and each and every one of Our rights and powers, being coupled with an interest, is irrevocable until all of the Secured Obligations have been fully repaid and performed and Our obligation to provide credit extensions to You is terminated.

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**6. BINDING EFFECT; REMEDIES NOT EXCLUSIVE**

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This Agreement shall be binding upon You and Your respective successors and assigns, and shall inure to the benefit of Us, and Our nominees and assigns.

Our rights and remedies with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement, the Guaranty, the Movable Hypothec and the other Loan Documents, and those which are now or hereafter available to Us as a matter of law or equity. Each of Our rights, powers and remedies provided for herein or in the Loan Agreement, the Guaranty, the Movable Hypothec or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Us of any one or more of the rights, powers or remedies provided for in this Agreement, the Loan Agreement, the Guaranty, the Movable Hypothec or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Us, of any or all other rights, powers or remedies.

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**7. GOVERNING LAW; COUNTERPARTS**

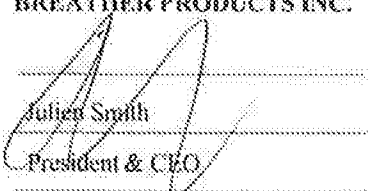
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This Agreement shall be deemed made and accepted in and shall be governed by and construed in accordance with the laws of the State of California, and (where applicable) the laws of the United States of America.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

*(Signature Page to Follow)*

IN WITNESS WHEREOF, You have duly executed this Agreement as of the date first set forth above.

You: BREATHIER PRODUCTS INC.  
Signature:   
Print Name: Julien Smith  
Title: President & CEO

[SIGNATURE PAGE TO PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT]

**SCHEDULE A**

**To Plain English Intellectual Property Security Agreement  
Between Breather Products Inc., as You (Grantor)  
and TriplePoint Capital LLC, as Us (Grantee)**

**PATENTS AND PATENT APPLICATIONS**

**PATENTS**

Patent Name	Status and Date Issued	Patent Number
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None

**PATENT APPLICATIONS**

Name	Status & Date Filed	Application Number
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None

**SCHEDULE B**

**To Plain English Intellectual Property Security Agreement  
Between Breather Products Inc., as You (Grantor)  
and TriplePoint Capital LLC, as Us (Grantee)**

**TRADEMARKS AND TRADEMARK APPLICATIONS**

<b>USPTO</b>				
<b>No.</b>	<b>Trade-Mark</b>	<b>Appl. Date</b>	<b>Status</b>	<b>Goods and Services</b>
1	BREATHER  <b>BREATHER</b>	App 86054183 App 03-SEP-2013	Reg 4756654 Reg 16-JUN-2015 Registered	INT. CL. 43 MEMBERSHIP CLUB SERVICES, NAMELY, PROVIDING CONFERENCE ROOMS, MEETING ROOMS, POST-MEETING LOUNGE SPACE AND/OR TEMPORARY ACCOMMODATIONS IN RENTED FACILITIES WITH ALL OF THE AFOREMENTIONED AVAILABLE BY CLUB MEMBER RESERVATION
2		App 87224115 App 02-NOV-2016	Filed (Pending)	INT. CL. 43 MEMBERSHIP CLUB SERVICES, NAMELY, PROVIDING CONFERENCE ROOMS, MEETING ROOMS, POST-MEETING LOUNGE SPACE AND/OR TEMPORARY ACCOMMODATIONS IN RENTED FACILITIES WITH ALL OF THE AFOREMENTIONED AVAILABLE BY CLUB MEMBER RESERVATION
<b>CANADA</b>				
<b>No.</b>	<b>Trade-Mark</b>	<b>Appl. Date</b>	<b>Status</b>	<b>Goods and Services</b>
1	BREATHER	App 1785300 App 02-JUN-2016	Examiner's report Cited Official Mark -- waiting for response from Ontario government	MEMBERSHIP CLUB SERVICES, NAMELY, PROVIDING CONFERENCE ROOMS, MEETING ROOMS, POST-MEETING LOUNGE SPACE AND/OR TEMPORARY ACCOMMODATIONS IN RENTED FACILITIES WITH ALL OF THE AFOREMENTIONED AVAILABLE BY CLUB MEMBER RESERVATION
2		App 1785820 App 07-JUN-2016	Examiner's report  Response filed on March 14, 2017	Membership club services, namely, providing conference rooms, meeting rooms, post-meeting lounge space and/or temporary accommodations in rented facilities with all of the aforementioned available by club member reservation
<b>EUROPEAN UNION</b>				
<b>No.</b>	<b>Trade-Mark</b>	<b>Appl. Date</b>	<b>Status</b>	<b>Goods and Services</b>
1	BREATHER	App 015574122 App 24-JUN-2016	Filed (Pending)	MEMBERSHIP CLUB SERVICES, NAMELY, PROVIDING CONFERENCE ROOMS, MEETING ROOMS, POST-MEETING LOUNGE SPACE AND/OR TEMPORARY ACCOMMODATIONS IN RENTED FACILITIES WITH ALL OF THE AFOREMENTIONED AVAILABLE BY CLUB MEMBER RESERVATION

2		App 015574148 App 24-JUN-2016	Filed (Pending)	MEMBERSHIP CLUB SERVICES, NAMELY, PROVIDING CONFERENCE ROOMS, MEETING ROOMS, POST-MEETING LOUNGE SPACE AND/OR TEMPORARY ACCOMMODATIONS IN RENTED FACILITIES WITH ALL OF THE AFOREMENTIONED AVAILABLE BY CLUB MEMBER RESERVATION
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**SCHEDULE C**

**To Plain English Intellectual Property Security Agreement  
Between Breather Products Inc., as You (Grantor)  
And TriplePoint Capital LLC, as Us (Grantee)**

**COPYRIGHTS AND COPYRIGHT APPLICATIONS**

**COPYRIGHT REGISTRATIONS**

Registration Number	Title	Registration Date	V&A No.
None			

**APPLICATIONS FOR COPYRIGHT REGISTRATIONS**

Title	Date Filed	V&A No.
None		