

<p><u>Megan Massman</u> Name of Person Signing</p>	<p>Total number of pages including cover sheet, attachments, and document:</p>
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement ("Agreement") is entered into as of 12/13/2019 by and between SILICON VALLEY BANK ("Bank") and MAD APPAREL, INC. ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated the Effective Date (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans and financial accommodations to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor

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connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Bank.

3. Authorization. Grantor hereby authorizes Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

4. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Bank with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

5. 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. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

6. 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.

7. 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 California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

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IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

MAD APPAREL, INC.

Don Paul

By:

Title: CEO

BANK:

SILICON VALLEY BANK

Billet Elasnita

By:

Title: director Advisory Services

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EXHIBIT A

Copyrights

Description

Registration/
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Date

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EXHIBIT B

Patents

Description

Registration/
Application
Number

Registration/
Application
Date

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REEL: 006851 FRAME: 0357

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Patent No.	Applicant	Class	Title	Status	Issue Date	Priority	Inventors
32971-34419/US	Mad Apparel, Inc. (Athos)	US	Method and System for Measuring Beat	Allowed	May 1, 2015 15489232.1	Oct 6, 2015 147828351	Ivy Kozminski, Ankit Godhankar, Christopher John Wiebe
32971-33712/EP	Mad Apparel, Inc. (Athos)	EP	Parameters and Method for Monitoring Biometric Signals	Allowed	May 1, 2015 15489232.1	Apr 26, 2017	Berg, Harried, Dhananija Pradhan, Jayashri
32971-34418/US (T)	Mad Apparel, Inc. (Athos)	US	Wearable Performance Monitoring, Analysis and Feedback Systems and Methods	Issued	Nov 13, 2013 140793621	Dec 4, 2016 10,143,405	Dhananija Pradhan, Jayabathi, Christopher John Wiebe
32971-34417/US (T)	Mad Apparel, Inc. (Athos)	US	Wearable Architecture for Performance Monitoring, Analysis, and Feedback	Issued	Nov 13, 2013 140793629	Nov 22, 2016 9,496,128	Dhananija Pradhan, Jayabathi, Christopher John Wiebe
32971-34418/US	Mad Apparel, Inc. (Athos)	US	Garment Integrated Electrical Interface System and Method of Manufacture	Issued	Sep 29, 2015 146663388	Sep 9, 2019 10,396,376	James Arnel Berg, Sasson L. MacMillan, Christopher Gullister, Wesley Groom, Jiang Yao
32971-34420/US	Mad Apparel, Inc. (Athos)	US	Garment Integrated Sensing System and Method	Issued	Nov 10, 2015 145937767	Mar 13, 2018 9,613,611	Christopher John Wiebe, Haried, Harwood Butt
32971-34421/US	Mad Apparel, Inc. (Athos)	US	Postnet	Issued	May 1, 2014 297989657	Jan 12, 2016 0747,077	Dhananija Pradhan, Jayabathi, James Arnel Berg, Sasson L. MacMillan, Haried, Harwood Butt, Christopher John Wiebe

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Patent No.	Inventor	Applicant	Class	Issued	Design	Registration	Priority	Filed	Pub. No.	Pub. Date	Inventor				
32971-34432/AU	Mad Apparel, Inc. (Athos)	AU	Garment Pocket	Issued	Design Registration DIV	2015-02-13-0002	2015-02-13-0002	Jul 22, 2015	2015-14-617	Oct 14, 2015	364708	Feb 4, 2015	29/516,610	Justin Morawski, James Ardel Berg, Matthew Nelson, Christian Scott Ross, Drew Pusterman, Christopher Glaeser, Christopher Hibris-Cherish	
32971-34429/EM-2	Mad Apparel, Inc. (Athos)	EM	Garment Pocket	Issued	Design Registration CNS	2015-02-13-0002	2015-02-13-0002	Jul 22, 2015	2015-14-617	Aug 11, 2015	002741231-0002	Feb 4, 2015	29/516,610	Justin Morawski, James Ardel Berg, Matthew Nelson, Christian Scott Ross, Drew Pusterman, Christopher Glaeser, Christopher Hibris-Cherish	
32971-39773/US	Mad Apparel, Inc. (Athos)	US	Garment Integrated Sensing System and Method	Issued	Utility - CNS	2018-10-305,098	2018-015947	Jan 30, 2018	15/784,718	Oct 23, 2018	10,305,098	Jan 7, 2019	Nov 10, 2014	62/677,761	Christopher Berg, Hamid Hameed Butt
32971-39712/US	Mad Apparel, Inc. (Athos)	US	System and Method for Monitoring Biometric Signals	Issued	Utility - NPRES	2015-10-292,852	2015-0148619	Nov 14, 2014	14/541,446	May 21, 2019	10,292,852	May 28, 2015	Nov 23, 2013	61/908,077	James Ardel Berg, Hamid Hameed Butt, Dhyanjoti Pradhan, Jayalath Jayalath, Christopher John Weiss
32971-39715/US	Mad Apparel, Inc. (Athos)	US	System and Method for Monitoring Biometric Signals	Issued	Utility - CLP	2015-10-321,832	2015-0230719	May 1, 2015	14/703,129	Jun 18, 2019	10,321,832	Nov 23, 2013	61/908,077	James Ardel Berg, Hamid Hameed Butt, Dhyanjoti Pradhan, Jayalath Jayalath, Christopher John Weiss	
32971-34401/US	Mad Apparel, Inc. (Athos)	US	Exercise Biofeedback Using Sensor-Equipped Athletic Garments	Issued	Utility - CNS	2018-0340903	2018-0340903	Nov 18, 2018	15/185,854	Jul 23, 2019	16,357,588	May 24, 2018			Hamid Hameed Butt, Dhyanjoti Pradhan, Jayalath Jayalath, Christopher John Weiss, Dhyanjoti Pradhan, Kivalath, Rose Yap

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32971-34429/US	Med Apparel, Inc. (Athos)	US	Garment Pocket	issued	Design - CON	Jun 21, 2015 29/568,764	May 16, 2017 D786,598	Feb 4, 2015 29/516,610	Joshua Marenstein, James Arfel Berg, Matthew Malone, Christian Scott Ross, Drew Patterson, Christopher Glaister, Christopher Hilma Cronan
32971-34429/AU	Med Apparel, Inc. (Athos)	AU	Garment Pocket	issued	Design Registration - ORG	Jul 22, 2015 201513649	Sep 23, 2015 364977	Feb 4, 2015 29/516,610	Joshua Marenstein, James Arfel Berg, Matthew Malone, Christian Scott Ross, Drew Patterson, Christopher Glaister, Christopher Hilma Cronan
32971-34429/CN	Med Apparel, Inc. (Athos)	CN	Garment Pocket	issued	Design Registration - ORG	Aug 3, 2015 20153286927 3	Apr 13, 2016 21 201530286927 3	Feb 4, 2015 29/516,610	Joshua Marenstein, James Arfel Berg, Matthew Malone, Christian Scott Ross, Drew Patterson, Christopher Glaister, Christopher Hilma Cronan
52971-34429/EM-1	Med Apparel, Inc. (Athos)	EM	Garment Pocket	issued	Design Registration - ORG	Jul 22, 2015 D02741251	Aug 11, 2015 042741251 0001	Feb 4, 2015 29/516,610	Joshua Marenstein, James Arfel Berg, Matthew Malone, Christian Scott Ross, Drew Patterson, Christopher Glaister, Christopher Hilma Cronan

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32971-36527/US	Med Apparel, Inc. (Athos)	US	Determining Sensor Data Quality Based on Biomechanical Information	Issued	Unity - NPRES	Sep 6, 2016 15/257,759	Jul 30, 2019 10,362,293	2017-0071548	Mar 16, 2017	Sep 14, 2015 65/218,207	Christopher John Wiebe, Gaelle Barnhill, Lev Korzhinov, Adnan Askari
32971-35258/US (T)	Med Apparel, Inc. (Athos)	US	Wearable Architecture and Methods for Performance Monitoring, Analysis, and Feedback	Issued	Unity - CON	Oct 28, 2016 15/331,869	Sep 17, 2016 10,413,119	2017-0089394	Feb 9, 2017	Nov 14, 2012 61/725,470	Dhananjay Pradhan, Jayalath, Christopher, John Wiebe
32971-36029/US	Med Apparel, Inc. (Athos)	US	Electronic Module	Issued	Design - CON	Jan 20, 2017 29/591,511	Mar 5, 2019 0902,481		May 1, 2018 29/489,658		Dhananjay Pradhan, Jayalath, James Ardel, Beate Herold, Rameed Badi, Christopher, John Wiebe
32971-37329/US	Med Apparel, Inc. (Athos)	US	Muscle Stress Measurement in a Sensor Equipped Garment	Pending	Utility - DRG	Aug 14, 2017 15/676,917		2019-0048839	Feb 14, 2019		Christopher S. Jang, Yamin Jerome, Bernard, Christopher, John Wiebe, Dhananjay Pradhan, Jayalath, Saunghoos S. Jang, Yamin Jerome, Bernard, Christopher, John Wiebe, Dhananjay Pradhan, Jayalath
32971-37330/US	Med Apparel, Inc. (Athos)	US	Science Application Based on Muscle Stress Measurement	Pending	Utility - DRG	Aug 14, 2017 15/676,918		2019-0046107	Feb 14, 2019		Saunghoos S. Jang, Yamin Jerome, Bernard, Christopher, John Wiebe, Dhananjay Pradhan, Jayalath
32971-39154/US	Med Apparel, Inc. (Athos)	US	Adaptive Calibration for Sensor-Equipped Athletic Garments	Pending	Utility - NSPEC	Dec 16, 2016 15/762,542		2019-0076699	Mar 14, 2019	Dec 18, 2015 67/269,391	Christopher, John Wiebe, Saunghoos S. Jang, Dhananjay Pradhan, Jayalath, Ankit Gorehandas

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32971-43719/US	Mind Apparel, Inc. (Athos)	US	Determining Sensor Data Quality Based on	Pending	Utility - CON	Jun 13, 2019 16/640,045	Jun 14, 2019 62/218,307	Christopher John Wiebe, Daniel Blaznik, Lee Korzov, Adnan Aslam
32971-43759/US	Mind Apparel, Inc. (Athos)	US	Bioimpedance Information Exercise Biorefeedback Using Sensor- Equipped Athletic Garments	Pending	Utility - CON	Jun 4, 2019 16/631,505	Nov 18, 2018 15/356,854	Christopher John Wiebe, Dhananjay Prasanna Joseph, Rose Yao
32971-43917/US	Mind Apparel, Inc. (Athos)	US	Garment Integrated Electrical Interfaces System and Method of Manufacture	Pending	Utility - CON	Jul 15, 2019 16/511,909	Jun 17, 2014 62/013,405	James Arzel Berg, Gaston J. MacWilliam, Christopher Glauber, Wesley Grooc, Liang Yao
32971-44162/US (T)	Mind Apparel, Inc. (Athos)	US	Wearable Architecture and Methods for Performance Monitoring, Analysis, and Feedback	Pending	Utility - CON	Aug 2, 2019 16/550,333	Nov 8, 2012 61/776,479	Dhananjay Pradhan Jaylath, Christopher John Wiebe
32971-43593/US	Mind Apparel, Inc. (Athos)	US	Garment with Thread Exposed on Both Sides	Pending	UTILITY - CON	Aug 18, 2016 15/238,838	Feb 22, 2018 2018-0049638	James Arzel Beigi Hamid Hameed Butt, Liang Yao, Gaston J. MacWilliam, J. M. Harcha Jayasundara
32971-43974/US	Mind Apparel, Inc. (Athos)	US	Biometric Signal Conduction System and Method of Manufacture	Pending	UTILITY - NREG	Jun 17, 2015 14/742,420	Jun 17, 2014 62/019,405	James Arzel Berg, Gaston J. MacWilliam, Hamid Hameed Butt, Dhananjay Pradhan Jaylath, Christopher John Wiebe

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32971-35713/US	Mad Apparel, Inc. (Athos)	US	BioMetric Electrode Systems and Methods of Manufacture	Pending	Utility - NPLCS	Apr 25, 2015 - 4/29/2015	2015-0505677	Oct 25, 2015	Apr 29, 2014 - 6/1/2014	2015-0505677	James Arfel Berg Christopher Gialucci Dhananja Pradham Jayalath, Harold Kareed Bust, Garrett J. MacMillen, Christopher John Wiebe Christopher John Wiebe, Dhananja Pradham Jayalath, Sees Yee
32971-34282/US	Mad Apparel, Inc. (Athos)	US	Training Program Customization Using Sensor- Equipped Athletic Garments	Pending	UTILITY - ORG	Nov 18, 2015 - 11/15/2015	2015-0160902	May 24, 2016		2015-0160902	Anna Arak, James Arfel Berg, Harold Harold Bust
32971-34264/US	Mad Apparel, Inc. (Athos)	US	Movement Compensation for Joints Equipped Athletic Garments	Pending	UTILITY - ORG	Apr 3, 2017 - 3/15/2017	2016-0279951	Oct 4, 2018		2016-0279951	Anna Arak, James Arfel Berg, Harold Harold Bust
32971-44678/US	Mad Apparel, Inc. (Athos)	US	Automating Exercises Adjustments Based on Sensor Detected Physiological Activation	Unfiled	Utility - NPLCS						Dhananja Pradham Jayalath, Christopher John Wiebe, Harold William Paul

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EXHIBIT C

Trademarks

Description

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EXHIBIT D

Mask Works

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