

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM589722

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RAFFEL SYSTEMS, LLC		08/13/2019	Limited Liability Company: WISCONSIN
RECEIVING PARTY DATA			
Name:	EAST WEST BANK		
Street Address:	2350 MISSION COLLEGE BLVD., SUITE 988		
City:	SANTA CLARA		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	BANKING CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	88549997	DRAIN FREE	
CORRESPONDENCE DATA			
Fax Number:			
<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:	(858) 550-6412		
Email:	lortiz@cooley.com		
Correspondent Name:	LISA ORTIZ		
Address Line 1:	C/O COOLEY LLP		
Address Line 2:	4401 EASTGATE MALL		
Address Line 4:	SAN DIEGO, CALIFORNIA 92121		
NAME OF SUBMITTER:	LISA ORTIZ		
SIGNATURE:	/LISA ORTIZ/		
DATE SIGNED:	07/31/2020		
Total Attachments: 12			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** is entered into as of August 13, 2019 by and between EAST WEST BANK (“**Bank**”) and RAFFEL SYSTEMS, LLC, a Wisconsin limited liability company (“**Grantor**”).

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations 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 of even date herewith (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 to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents 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 and any other Loan Document now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and any other Loan Document now existing or hereafter arising between Grantor and Bank, 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 Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement 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 Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement 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 Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or, in the case of Patents and Copyrights, filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

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.

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.

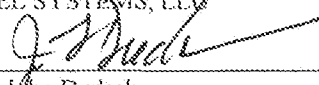
GRANTOR:

Address of Grantor:

N112 W 14600 Mequon Road
Germantown, WI 53022

Attn: John Dudash and Jim Fossett

RAFFEL SYSTEMS, LLC

By:  _____

Name: John Dudash

Title: Chief Executive Officer

BANK:

Address of Bank:

2350 Mission College Blvd., Suite 988
Santa Clara, CA 95054

Attn: Kelvin Chan

EAST WEST BANK

By: _____

Name: _____

Title: _____

{Signature Page to Intellectual Property Security Agreement}

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:

Address of Grantor:

N112 W 14600 Mequon Road
Germantown, WI 53022

Attn: []

RAFFEL SYSTEMS, LLC

By: _____
Name: _____
Title: _____

BANK:

Address of Bank:

2350 Mission College Blvd., Suite 988
Santa Clara, CA 95054

Attn: Kelvin Chan

EAST WEST BANK

By: _____
Name: Kelvin Chan
Title: Managing Director

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
None		

EXHIBIT B

Patents

(See attached)

Country	Application Status	Application No.	Filing Date	Patent No.	Issue Date	Application Title
US	Granted	11/410,547	25-Apr-2006	7,766,293	03-Aug-2010	LIGHTED CUP HOLDER FOR SEATING ARRANGEMENTS
US	Granted	12/847,823	30-Jul-2010	8,657,245	25-Feb-2014	LIGHTED CUP HOLDER FOR SEATING ARRANGEMENTS
US	Granted	14/152,363	10-Jan-2014	8,714,505	06-May-2014	LIGHTED CUP HOLDER FOR SEATING ARRANGEMENTS
US	Granted	15/421,115	31-Jan-2017	9,867,471	16-Jan-2018	LIGHTED CUP HOLDER FOR SEATING ARRANGEMENTS
US	Granted	14/263,248	28-Apr-2014	8,973,882	10-Mar-2015	LIGHTED CUP HOLDER FOR SEATING ARRANGEMENTS
US	Granted	14/939,864	12-Nov-2015	9,254,043	09-Feb-2016	LIGHTED CUP HOLDER FOR SEATING ARRANGEMENTS
US	Granted	14/638,926	04-Mar-2015	9,089,221	28-Jul-2015	LIGHTED CUP HOLDER FOR SEATING ARRANGEMENTS
US	Granted	15/018,167	08-Feb-2016	9,585,486	07-Mar-2017	LIGHTED CUP HOLDER FOR SEATING ARRANGEMENTS
US	Granted	14/806,912	23-Jul-2015	9,192,241	24-Nov-2015	LIGHTED CUP HOLDER FOR SEATING ARRANGEMENTS
US	Granted	15/868,191	11-Jan-2018	10,051,968	21-Aug-2018	LIGHTED CUP HOLDER FOR SEATING ARRANGEMENTS
US	Granted	16/031,852	10-Jul-2018	10,299,603	28-May-2019	LIGHTED CUP HOLDER FOR SEATING ARRANGEMENTS
US	Pending	16/422,288	24-May-2019			LIGHTED CUP HOLDER FOR SEATING ARRANGEMENTS
US	Granted	09/850,718	08-May-2001	6,492,786	10-Dec-2002	METHOD OF AND APPARATUS FOR LOCKING A POWERED MOVABLE FURNITURE ITEM
US	Granted	10/269,114	10-Oct-2002	6,794,841	21-Sep-2004	METHOD OF AND APPARATUS FOR LOCKING A POWERED MOVABLE FURNITURE ITEM
US	Granted	09/364,927	29-Jul-1999	6,422,992	23-Jul-2002	TOTAL BODY RELAXATION SYSTEM AND METHOD
US	Granted	29/059,436	11-Sep-1996	D390,965	17-Feb-1998	VIBRATOR FOR USE WITH FURNITURE
US	Granted	29/394,315	15-Jun-2011	D665,757	21-Aug-2012	CONTROLLER
US	Granted	29/382,151	29-Dec-2010	D643,252	16-Aug-2011	CUP HOLDER
US	Granted	29/382,155	29-Dec-2010	D667,798	25-Sep-2012	CONTROLLER
US	Granted	13/074,803	29-Mar-2011	8,979,044	17-Mar-2015	MAGNETIC HOLD DEVICES AND SYSTEMS
US	Granted	29/400,101	23-Aug-2011	D690,275	24-Sep-2013	CONTROL PANEL

Country	Application Status	Application No.	Filing Date	Patent No.	Issue Date	Application Title
US	Granted	29/401,217	08-Sep-2011	D662,066	19-Jun-2012	CONTROLLER
US	Granted	29/406,598	16-Nov-2011	D707,532	24-Jun-2014	GROMMET
US	Granted	29/406,599	16-Nov-2011	D700,383	25-Feb-2014	LIGHT
US	Granted	29/406,601	16-Nov-2011	D723,203	24-Feb-2015	LIGHT
US	Granted	29/427,710	20-Jul-2012	D685,333	02-Jul-2013	CONTROL SWITCH
US	Granted	29/433,788	04-Oct-2012	D691,098	08-Oct-2013	SWITCH
US	Granted	29/433,789	04-Oct-2012	D678,190	19-Mar-2013	CHARGER
US	Granted	29/433,790	04-Oct-2012	D677621	12-Mar-2013	CHARGER
US	Granted	29/441,218	02-Jan-2013	D691,096	08-Oct-2013	CONTROL PANEL
US	Granted	29/445,865	18-Feb-2013	D692,841	05-Nov-2013	SWITCH
US	Granted	29/445,866	18-Feb-2013	D692,401	29-Oct-2013	SWITCH
US	Granted	29/445,867	18-Feb-2013	D707,640	24-Jun-2014	SWITCH
US	Granted	29/445,868	18-Feb-2013	D691,971	22-Oct-2013	SWITCH
US	Granted	29/445,869	18-Feb-2013	D700,150	25-Feb-2014	SWITCH
US	Granted	29/445,870	18-Feb-2013	D691,099	08-Oct-2013	SWITCH
US	Granted	29/467,043	13-Sep-2013	D712,847	09-Sep-2014	SWITCH
US	Granted	29/471,662	04-Nov-2013	D707,496	24-Jun-2014	CUP HOLDER
US	Granted	29/471,664	04-Nov-2013	D707,503	24-Jun-2014	CUP HOLDER
US	Granted	29/471,666	04-Nov-2013	D712,848	09-Sep-2014	SWITCH
US	Granted	29/471,668	04-Nov-2013	D714,233	30-Sep-2014	SWITCH
US	Granted	29/482,957	24-Feb-2014	D730,283	26-May-2015	CHARGER

Country	Application Status	Application No.	Filing Date	Patent No.	Issue Date	Application Title
US	Granted	29/482,958	24-Feb-2014	D730,284	26-May-2015	CHARGER
US	Granted	29/482,959	24-Feb-2014	D730,285	26-May-2015	CHARGER
US	Granted	29/488,324	17-Apr-2014	D738,170	08-Sep-2015	CUP HOLDER INSERT
US	Granted	29/488,322	17-Apr-2014	D740,238	06-Oct-2015	SWITCH
US	Granted	29/492,277	29-May-2014	D737,226	25-Aug-2015	HAND HELD CONTROLLER
US	Granted	29/492,275	29-May-2014	D737,225	25-Aug-2015	CONTROLLER
US	Granted	29/499,879	19-Aug-2014	D748,590	02-Feb-2016	SWITCH
US	Granted	29/500,580	26-Aug-2014	D763,803	16-Aug-2016	SWITCH
US	Granted	29/520,385	13-Mar-2015	D752,512	29-Mar-2016	CHARGER
US	Granted	29/520,391	13-Mar-2015	D756,298	17-May-2016	CHARGER
US	Granted	29/520,389	13-Mar-2015	D758,326	07-Jun-2016	SWITCH
US	Granted	29/520,390	13-Mar-2015	D768,583	11-Oct-2016	SWITCH
US	Granted	29/520,392	13-Mar-2015	D756,299	17-May-2016	CHARGER
US	Granted	29/520,386	13-Mar-2015	D758,305	07-Jun-2016	CHARGER
US	Granted	29/540,924	29-Sep-2015	D786,805	16-May-2017	SWITCH
US	Granted	29/540,926	29-Sep-2015	D777,687	31-Jan-2017	SWITCH
US	Granted	29/540,928	29-Sep-2015	D777,688	31-Jan-2017	SWITCH
US	Granted	29/544,079	30-Oct-2015	D788,719	06-Jun-2017	SWITCH
US	Published	15/155,363	16-May-2016			SYSTEMS AND METHODS FOR CONTROLLING POWER MOTION FURNITURE
US	Granted	29/564,464	13-May-2016	D792,860	25-Jul-2017	SWITCH
US	Granted	29/565,043	17-May-2016	D832801	06-Nov-2018	SWITCH

Country	Application Status	Application No.	Filing Date	Patent No.	Issue Date	Application Title
US	Granted	15/278,404	28-Sep-2016	10,021,992	17-Jul-2018	POWER ADJUSTMENT AND SAFETY SYSTEMS FOR POWER MOTION FURNITURE
US	Granted	29/592,595	31-Jan-2017	D821,986	03-Jul-2018	SWITCH
US	Granted	29/592,598	31-Jan-2017	D830978	16-Oct-2018	SWITCH
US	Granted	29/592,606	31-Jan-2017	D812,020	06-Mar-2018	SWITCH
US	Granted	29/592,601	31-Jan-2017	D817898	15-May-2018	SWITCH
US	Term. Discl	29/592,604	31-Jan-2017	D830317	09-Oct-2018	SWITCH
US	Granted	29/601,618	24-Apr-2017	D832800	06-Nov-2018	SWITCH
US	Granted	29/619,214	27-Sep-2017	D832797	06-Nov-2018	SWITCH
US	Granted	29/619,211	27-Sep-2017	D832796	06-Nov-2018	SWITCH
US	Granted	29/619,212	27-Sep-2017	D833403	13-Nov-2018	SWITCH
US	Granted	29/619,215	27-Sep-2017	D839,843	05-Feb-2019	SWITCH
US	Granted	29/619,219	27-Sep-2017	D838,678	22-Jan-2019	SWITCH
US	Granted	29/619,216	27-Sep-2017	D832798	06-Nov-2018	SWITCH
US	Granted	15/824,640	28-Nov-2017	10,205,257	12-Feb-2019	ENERGY SAVING USB RECEPTACLE
US	Pending	29/654,208	21-Jun-2018			USB RECEPTACLE
US	Pending	29/654,209	21-Jun-2018			USB RECEPTACLE
US	Allowed	16/249,528	16-Jan-2019			ENERGY SAVING USB RECEPTACLE
US	Granted	29/627,503	28-Nov-2017	D838,679	22-Jan-2019	SWITCH
US	Pending	29/628,071	01-Dec-2017			SWITCH
US	Pending	29/662,842	10-Sep-2018			SWITCH
US	Pending	29/662,844	10-Sep-2018			SWITCH

Country	Application Status	Application No.	Filing Date	Patent No.	Issue Date	Application Title
US	Pending	29/686,540	04-Apr-2019			SWITCH
US	Pending	29/686,541	04-Apr-2019			SWITCH
US	Pending	29/686,542	04-Apr-2019			SWITCH
US	Granted	D/686,542	04-Apr-2019	D885,353	26-May-2020	SWITCH
US	Granted	D/686,541	04-Apr-2019	D885,352	26-May-2020	SWITCH
US	Granted	D/686,540	04-Apr-2019	D885,351	26-May-2020	SWITCH
US	Granted	D/628,071	01-Dec-2017	D877,091	03-Mar-2020	SWITCH
US	Granted	D/662,844	10-Sep-2018	D874,410	04-Feb-2020	SWITCH
US	Granted	16/422,288	24-May-2019	10,537,182	21-Jan-2020	LIGHTED CUP HOLDER FOR SEATING ARRANGEMENTS
US	Granted	D/662,842	10-Sep-2018	D867,310	19-Nov-2019	SWITCH
US	Granted	16/249,528	16-Jan-2019	10,476,187	12-Nov-2019	ENERGY SAVING USB RECEPTACLE
EM	Granted	003046267	29-Mar-2016	003046267	08-Aug-2016	SWITCH
EM	Granted	003385830	20-Sep-2016	003385830	20-Sep-2016	SWITCH
CN	Granted	201630097213.0	29-Mar-2016	ZL2016300972	09-Jun-2017	SWITCH
CN	Granted	201630097206.0	29-Mar-2016	ZL2016300972	13-Jun-2017	SWITCH
CN	Granted	201630153197.2	29-Apr-2016	ZL2016301531	15-Feb-2017	SWITCH
CN	Published	201610400587.4	08-Jun-2016			SYSTEMS AND METHODS FOR CONTROLLING POWER MOTION FURNITURE
CN	Granted	201620550286.5	08-Jun-2016	ZL2016205502	15-Mar-2017	SYSTEMS AND METHODS FOR CONTROLLING POWER MOTION FURNITURE
CN	Granted	201630252742.3	17-Jun-2016	ZL2016302527	12-Apr-2017	SWITCH
CN	Granted	201630462274.2	05-Sep-2016	ZL2016304622	28-Jul-2017	SWITCH
CN	Granted	201730184981.4	18-May-2017	ZL2017301849	16-Feb-2018	SWITCH

Country	Application Status	Application No.	Filing Date	Patent No.	Issue Date	Application Title
CN	Granted	201730103369.X	31-Mar-2017	201730103369	24-Nov-2017	SWITCH
CN	Granted	201830115596.9	27-Mar-2018	304806145-S	07-Sep-2018	SWITCH
CN	Granted	201830115592.0	27-Mar-2018	304806144	07-Sep-2018	SWITCH
CN	Granted	201830115607.3	27-Mar-2018	304806147	07-Sep-2018	SWITCH
CN	Granted	201830115597.3	27-Mar-2018	304806146	07-Sep-2018	SWITCH
CN	Granted	201830115590.1	27-Mar-2018	304806143	07-Sep-2018	SWITCH
CN	Granted	201830115608.8	27-Mar-2018	304806148	07-Sep-2018	SWITCH
CN	Published	201810795340.6	19-Jul-2018			ENERGY SAVING USB RECEPTACLE
CN	Pending	201821163467.8	19-Jul-2018			ENERGY SAVING USB RECEPTACLE
CN	Granted	201730617709.0	07-Dec-2017	ZL2017306177	17-Apr-2018	SWITCH
CN	Granted	201730640447.X	15-Dec-2017	201730640447	20-Apr-2018	SWITCH
CN	Pending	2019300755170	25-Feb-2019			SWITCH
CN	Pending	2019300755185	25-Feb-2019			SWITCH

EXHIBIT C

Trademarks

DESCRIPTION	Registration/ Serial Number	Registration/ Application Date
	USA	
COMFORT EASE	77/853,208	10/20/09
ECO GUARD	88/020,629	06/29/18
FUNCTIONAL STATIONARY	85/494,628	12/13/11
TRANQUIL EASE	73/115,213	02/09/77
TRANQUILCHARGE	88/020,950	06/29/18
DRAINFREE	88/549,997	07/30/19
	CANADA	
TRANQIL EASE	0553736	12/05/85