

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM622394

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Simtec, LLC		01/15/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Upper90 Capital Management, LP		
Street Address:	114 West 26th Street, 5th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10001		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	5945872	ALL33	
Registration Number:	5945873	ALL33	
Registration Number:	5973946	ATHLETIC SITTING	
Registration Number:	5428622	SIT IN MOTION	
Serial Number:	90373160	FREEDOM THROUGH MOVEMENT	
Serial Number:	90181976	IF YOU GOTTA SIT, THIS IS IT.	
Serial Number:	90016820	SOOTHE & MOVE	
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:	415-591-1000		
Email:	trademarksSF@winston.com		
Correspondent Name:	Becky Troutman		
Address Line 1:	101 California Street		
Address Line 4:	San Francisco, CALIFORNIA 94111		
NAME OF SUBMITTER:	Becky L. Troutman		
SIGNATURE:	/Becky L. Troutman/		
DATE SIGNED:	01/26/2021		

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Total Attachments: 6

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PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (“Agreement”) is made as of January 15, 2021, by SIMTEC, LLC, a Delaware limited liability company (“Grantor”), in favor of UPPER90 CAPITAL MANAGEMENT, LP, as agent for itself and the Lenders (as defined below) (the “Agent”).

WITNESSETH:

WHEREAS, reference is made to that certain Credit, Guaranty and Security Agreement dated as of the date hereof (as it may be amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), by and among the Grantor, the other grantors party thereto from time to time, the lenders from time to time party thereto (the “Lenders”), and the Agent; and

WHEREAS, under the terms of the Security Agreement, the Grantor has (i) as collateral security for the Obligations (as defined in the Security Agreement), granted to the Agent a security interest in and continuing lien on all of the Grantor’s right, title and interest in, to and under the Collateral (as defined in the Security Agreement), including, without limitation, certain intellectual property of the Grantor and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. **Grant of Security Interest, Etc.** As collateral security for the Obligations, the Grantor hereby grants to the Agent a security interest (“Security Interest”) in all of such Grantor’s right, title and interest in, to and under the following, whether now owned or hereafter acquired (collectively, the “Intellectual Property Collateral”):

(i) (a) All patents of the United States, all registrations and recordings thereof, and all applications for patents of the United States, including registrations, recordings and pending applications in the United States Patent and Trademark Office (or any successor office), including those listed on Schedule A hereto, and (b) all provisionals, reissues, continuations, divisions, continuations-in-part, reexaminations, revisions, renewals or extensions thereof, and the inventions or designs disclosed or claimed therein, including the right to make, use, import and/or sell the inventions or designs disclosed or claimed therein; and

(ii) (a) All trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (or any successor office) or any similar offices in any State of the United States, and all extensions or renewals thereof, including those listed on Schedule B hereto, (b) all goodwill associated therewith or symbolized thereby and (c) all other assets, rights and interests that uniquely reflect or embody such goodwill, but, for clarity, excluding any intent-to-use trademark application prior to the filing and acceptance of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which the grant, attachment or enforcement of a security interest therein would impair the validity or enforceability, or result in the voiding, of such intent-to-use trademark application or any registration issuing therefrom under applicable United States federal law.

2. **Recordation.** Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer to record this Agreement.

3. **Release of Security Interest.** In connection with the termination of the Loan Documents, Agent shall execute and deliver to the Grantor, at the Grantor's expense, all documents that the Grantor shall reasonably request to evidence such termination to release.

4. **Conflict Provision.** This Agreement has been entered into in conjunction with the provisions of the Security Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are in conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

5. **Governing Law.** THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK (WITHOUT GIVING EFFECT TO CONFLICTS OF LAW PRINCIPLES).

6. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The delivery of an executed counterpart of a signature page or acceptance to this Agreement by telecopier or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have entered into this Patent and Trademark Security Agreement as of the date first above written.

SIMTEC, LLC

DocuSigned by:

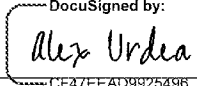
By: Bing Howenstein
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Name: Bing Howenstein

Title: Chief Executive Officer

The undersigned accepts and agrees to the
foregoing Patent and
Trademark Security Agreement as of the
date first written above.

UPPER90 CAPITAL MANAGEMENT, LP, as Agent

DocuSigned by:
By: 
Name: Alex Urdea
Title: Chief Investment Officer

[Signature Page to Patent and Trademark Security Agreement]

TRADEMARK
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SCHEDULE A

PATENTS AND PATENT APPLICATIONS

<u>Grantor</u>	<u>Patents</u>	<u>Application Number</u>	<u>Application Date</u>	<u>Registration Number</u>	<u>Registration Date</u>
Simtec, LLC	Rotatable Seat Cradle	14/747,040	June 23, 2015	10,314,400	June 11, 2019
Simtec, LLC	Portions	13/604,871	September 6, 2012	8,926,017	January 6, 2015
Simtec, LLC	Roundtable Seat Cradle	16/403,954	May 6, 2019		

SCHEDULE B

TRADEMARKS

Case Ref.	Country	Title	Image	Case Status	Application No.	Application Date	Registration No.	Registration Date	All Goods and Services
118577.00015	United States of America	ALL33		Registered	88/228628	12/13/2018	5945872	12/24/2019	Class -20 Furniture; office furniture; ergonomic furniture; chairs
118577.00016	United States of America	ALL33 (stylized)		Registered	88/228658	12/13/2018	5945873	12/24/2019	Class -20 Furniture; office furniture; ergonomic furniture; chairs
118577.00014	United States of America	ATHLETIC SITTING		Registered	88228594	12/13/2018	5973946	1/28/2020	Class -20 Furniture; office furniture; ergonomic furniture; chairs
118577.00032	United States of America	FREEDOM THROUGH MOVEMENT		Pending	90/373160	12/10/2020			Class -20 Furniture; office furniture; ergonomic furniture; chairs
118577.00031	United States of America	IF YOU GOTTA SIT, THIS IS IT.		Pending	90/181976	9/15/2020			Class -20 Furniture; office furniture; ergonomic furniture; chairs
118577.00002	United States of America	SIT IN MOTION		Registered	88/177153	1/28/2014	5428622	3/20/2018	Class -20 Chairs
118577.00030	United States of America	SOOTHE & MOVE		Published	90/016820	6/23/2020			Class -05 Preparation for the relief of pain; Sports cream for relief of pain; Topical analgesic creams; Topical analgesics

TRADEMARK

REEL: 007169 FRAME: 0968

RECORDED: 01/26/2021