

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM651181

|   |   |                         |  |
|---|---|-------------------------|--|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT  |                         |  |
| <b>NATURE OF CONVEYANCE:</b>  | Security Agreement  |                         |  |
| <b>CONVEYING PARTY DATA</b>   |   |                         |  |
| <b>Name</b>   | <b>Formerly</b>   | <b>Execution Date</b>   | <b>Entity Type</b>                     |
| O2 Concepts, LLC  |   | 06/01/2021              | Limited Liability Company:<br>OKLAHOMA |
| <b>RECEIVING PARTY DATA</b>   |   |                         |  |
| <b>Name:</b>  | Perceptive Credit Holdings III, LP, as Administrative Agent |                         |  |
| <b>Street Address:</b>  | 51 Astor Place, 10th Floor                                  |                         |  |
| <b>City:</b>  | New York  |                         |  |
| <b>State/Country:</b>   | NEW YORK  |                         |  |
| <b>Postal Code:</b>   | 10003   |                         |  |
| <b>Entity Type:</b>   | Limited Partnership: DELAWARE                               |                         |  |
| <b>PROPERTY NUMBERS Total: 11</b>   |   |                         |  |
| <b>Property Type</b>  | <b>Number</b>   | <b>Word Mark</b>        |  |
| <b>Registration Number:</b>   | 4931847   | O2 CONCEPTS             |  |
| <b>Registration Number:</b>   | 4931848   | O2 CONCEPTS             |  |
| <b>Registration Number:</b>   | 5026929   | OXLIFE FREEDOM          |  |
| <b>Registration Number:</b>   | 5027015   | OXLIFE INDEPENDENCE     |  |
| <b>Registration Number:</b>   | 4903178   | ENERGY SMART TECHNOLOGY |  |
| <b>Registration Number:</b>   | 4951451   | ENERGY SMART TECHNOLOGY |  |
| <b>Registration Number:</b>   | 6025823   | DNA ANALYTICS           |  |
| <b>Registration Number:</b>   | 4830449   | DNA TECHNOLOGY          |  |
| <b>Registration Number:</b>   | 4787684   | DNA TECHNOLOGY          |  |
| <b>Registration Number:</b>   | 5528942   | O 2 CONCEPTS            |  |
| <b>Serial Number:</b>   | 87883245  | O2 ANALYTICS            |  |
| <b>CORRESPONDENCE DATA</b>  |   |                         |  |
| <b>Fax Number:</b>  |   |                         |  |
| <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>   | 212-655-3348  |                         |  |
| <b>Email:</b>   | zhanusek@chapman.com  |                         |  |
| <b>Correspondent Name:</b>  | Chapman and Cutler LLP                                      |                         |  |
| <b>Address Line 1:</b>  | 1270 Avenue of the Americas, 30th Floor                     |                         |  |

OP \$290.00 4931847

**Address Line 2:** Attn: Zach Hanusek  
**Address Line 4:** New York, NEW YORK 10020

**NAME OF SUBMITTER:** Zachary Hanusek

**SIGNATURE:** /Zachary Hanusek/

**DATE SIGNED:** 06/02/2021

**Total Attachments: 8**

- source=O2 - Trademark Cover Sheet [1]#page1.tif
- source=O2 - Trademark Cover Sheet [1]#page2.tif
- source=O2 - Trademark Cover Sheet [1]#page3.tif
- source=O2 - Trademark Cover Sheet [1]#page4.tif
- source=O2 - Trademark Cover Sheet [1]#page5.tif
- source=O2 - Trademark Cover Sheet [1]#page6.tif
- source=O2 - Trademark Cover Sheet [1]#page7.tif
- source=O2 - Trademark Cover Sheet [1]#page8.tif

## PATENT AND TRADEMARK SECURITY AGREEMENT

June 1, 2021

WHEREAS, O2 CONCEPTS, LLC, an Oklahoma limited liability company (the “*Company*”) and each entity that becomes a “Grantor” under the Security Agreement (together with the Company “*Grantors*” and each, a “*Grantor*”) are parties to that certain Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”; capitalized terms used herein without definition shall have the meanings set forth in the Security Agreement), among certain Grantors party thereto from time to time and PERCEPTIVE CREDIT HOLDINGS III, LP, a Delaware limited partnership, as administrative agent for the Secured Parties (in such capacity, the “*Administrative Agent*”), pursuant to which Grantors have granted in favor of the Administrative Agent a lien on all of their personal property, including without limitation the patents and patent applications listed on Schedule A hereto, and the trademarks and trademark applications listed on Schedule B hereto; and

WHEREAS, it is a condition to the advance of the loans and other obligations secured by the Security Agreement, that each Grantor execute and deliver this Patent and Trademark Security Agreement;

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

As collateral security for the prompt and complete payment in full and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, each Grantor hereby pledges and grants to the Administrative Agent a security interest in accordance with and subject to the terms and conditions of the Security Agreement (and the Intellectual Property referenced therein) in all of such Grantor’s right, title and interest in, to and under all of the following:

(i) all patents and patent applications, including the inventions and improvements described and claimed therein, in each case whether now owned by such Grantor or hereafter acquired by such Grantor and whether now existing or hereafter coming into existence, including without limitation those listed on **Schedule A** hereto, and all related reissues, divisions, continuations, renewals, extensions and continuations in part thereof; and

(ii) all of the trade names, trademarks and service marks, logos, trademark and service mark registrations, and applications for trademark and service mark registrations, whether now owned by such Grantor or at any time hereafter acquired by such Grantor and whether now existing or hereafter coming into existence, that are registered with, or for which applications for registration have been filed with, the United States Patent and Trademark Office, including without limitation those listed on **Schedule B** hereto, and all renewals of trademark and service mark registrations and all goodwill associated therewith (excluding any application for registration of a

trademark filed on an intent-to-use basis solely to the extent that the grant of a security interest in any such trademark application would materially adversely affect the validity or enforceability of the resulting trademark registration or result in cancellation of such trademark application).

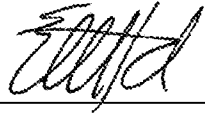
Notwithstanding the foregoing, in the event of any conflict between this Patent and Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

This Patent and Trademark Security Agreement and the rights and obligations of the parties hereunder shall be governed by, and construed in accordance with, the law of the State of New York, without regard to principles of conflicts of laws that would result in the application of the laws of any other jurisdiction; provided, that Section 5-1401 of the New York General Obligations Law shall apply.

[signature to follow]

IN WITNESS WHEREOF, the Company has caused this Patent and Trademark Security Agreement to be duly executed and delivered as of the day and year first above written.

O2 CONCEPTS, LLC

By:  \_\_\_\_\_

Name: Elby J. Beal

Title: Authorized Representative

SIGNATURE PAGE

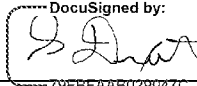
PATENT AND TRADEMARK SECURITY AGREEMENT

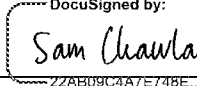
**TRADEMARK**  
**REEL: 007313 FRAME: 0295**

ADMINISTRATIVE AGENT:

PERCEPTIVE CREDIT HOLDINGS III, LP

By: Perceptive Credit Opportunities GP, LLC,  
its general partner

By:   
Name: Sandeep Dixit  
Title: Chief Credit Officer

By:   
Name: Sam Chawla  
Title: Portfolio Manager

SIGNATURE PAGE

PATENT AND TRADEMARK SECURITY AGREEMENT

**TRADEMARK**  
**REEL: 007313 FRAME: 0296**

**Schedule A  
to Patent and Trademark Security Agreement**

PATENTS AND PATENT APPLICATIONS

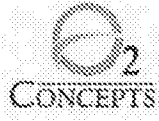


US

| <u>Owner</u>           | <u>Patent Application<br/>Number</u> | <u>Filing Date</u>  | <u>Patent Number</u> | <u>Publication<br/>Date</u> | <u>Status</u> |
|------------------------|--------------------------------------|---------------------|----------------------|-----------------------------|---------------|
| O2<br>Concepts,<br>LLC | 12589159                             | October 19,<br>2009 | 8236095              | 08/07/2012                  | Live          |
| O2<br>Concepts,<br>LLC | 13529566                             | June 21,<br>2012    | 8361204              | 01/29/2013                  | Live          |

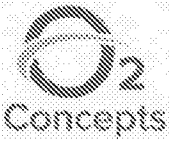
**Schedule B**  
**to Patent and Trademark Security Agreement**

TRADEMARKS AND TRADEMARK APPLICATIONS

US

| <u>Owner</u>     | <u>Trademarks</u>   | <u>Serial Number</u> | <u>Filing Date</u> | <u>Status</u> | <u>Registration No.</u> | <u>Registration Date</u> |
|------------------|---|----------------------|--------------------|---------------|-------------------------|--------------------------|
| O2 Concepts, LLC | O2 CONCEPTS<br>Standard character mark  | 86711635             | 07/31/2015         | Live          | 4931847                 | 04/05/2016               |
| O2 Concepts, LLC | <br>Design plus words, letters, and/or numbers   | 86711688             | 07/31/2015         | Live          | 4931848                 | 04/05/2016               |
| O2 Concepts, LLC | OXLIFE FREEDOM<br>Standard character mark   | 86875988             | 01/14/2016         | Live          | 5026929                 | 08/23/2016               |
| O2 Concepts, LLC | OXLIFE INDEPENDENCE<br>Standard character mark  | 86876810             | 01/15/2016         | Live          | 5027015                 | 08/23/2016               |
| O2 Concepts, LLC | ENERGY SMART TECHNOLOGY<br>Standard character mark  | 86784243             | 10/10/2015         | Live          | 4903178                 | 02/16/2016               |
| O2 Concepts, LLC | <br>Design plus words, letters, and/or numbers | 86784246             | 10/10/2015         | Live          | 4951451                 | 05/03/2016               |
| O2 Concepts, LLC | DNA ANALYTICS<br>Standard character mark  | 88082882             | 08/17/2018         | Live          | 6025823                 | 03/31/2020               |
| O2 Concepts, LLC | <br>Design plus words, letters, and/or numbers | 86511666             | 01/22/2015         | Live          | 4830449                 | 10/13/2015               |



| <u>Owner</u>     | <u>Trademarks</u>   | <u>Serial Number</u> | <u>Filing Date</u> | <u>Status</u>       | <u>Registration No.</u> | <u>Registration Date</u> |
|------------------|---|----------------------|--------------------|---------------------|-------------------------|--------------------------|
| O2 Concepts, LLC | DNA TECHNOLOGY<br>Standard character mark   | 86511644             | 01/22/2015         | Live                | 4787684                 | 08/04/2015               |
| O2 Concepts, LLC | <br>Design plus words, letters, and/or numbers | 87716390             | 12/11/2017         | Live                | 5528942                 | 07/31/2018               |
| O2 Concepts, LLC | O2 ANALYTICS<br>Standard character mark   | 87883245             | 04/18/2018         | Pending Application | n/a                     | n/a                      |