

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM665732

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Interactive Health, Inc.		06/28/2021	Corporation: DELAWARE
Human Touch, LLC		06/28/2021	Limited Liability Company: DELAWARE
Relax The Back Corporation		06/28/2021	Corporation: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	Pacific Western Bank
<b>Street Address:</b>	19820 N. 7th Avenue, Suite 100
<b>City:</b>	Phoenix
<b>State/Country:</b>	ARIZONA
<b>Postal Code:</b>	85027
<b>Entity Type:</b>	Chartered Bank: CALIFORNIA

## PROPERTY NUMBERS Total: 25

Property Type	Number	Word Mark
Registration Number:	4030012	BODY SPA
Registration Number:	4003169	HT-CONNECT
Registration Number:	2361000	INTERACTIVE HEALTH
Registration Number:	5466156	MASSAGE ANYWHERE
Registration Number:	2250641	PERFECT CHAIR
Registration Number:	2713298	PERFECT CHAIR
Registration Number:	4023145	THERMOSTRETCH
Registration Number:	5965478	VIRTUAL THERAPIST
Registration Number:	3797770	WHOLEBODY
Registration Number:	4223203	ZEROG
Registration Number:	2949635	IJOY
Serial Number:	90334029	SAFE TOUCH
Registration Number:	5466191	3-D EASEPOINT TECHNOLOGY
Registration Number:	3901296	ACUTOUCH
Registration Number:	4665523	BODYMAP PRO
Registration Number:	3888235	CIRQLATION
Registration Number:	3891556	FIGURE-EIGHT

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4654328	FLEXGLIDE
Registration Number:	4277001	GO TO ZERO
Registration Number:	3525646	HT
Registration Number:	3525652	HT HUMAN TOUCH
Registration Number:	5125112	HT HUMAN TOUCH BE YOUR BEST. FEEL YOUR B
Registration Number:	3655179	HT HUMAN TOUCH
Registration Number:	3767002	
Registration Number:	3373936	HUMAN TOUCH

**CORRESPONDENCE DATA**

**Fax Number:** 6175236850

*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.*

**Phone:** 617-523-2700

**Email:** susan.dinicola@hkllaw.com

**Correspondent Name:** Holland & Knight LLP

**Address Line 1:** 10 St. James Avenue

**Address Line 4:** Boston, MASSACHUSETTS 02116

**NAME OF SUBMITTER:** Susan C. DiNicola

**SIGNATURE:** /Susan C. DiNicola/

**DATE SIGNED:** 08/06/2021

**Total Attachments: 18**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement, together with all addenda, exhibits and schedules hereto, as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated, or replaced, (this "Agreement") is made as of this 28th day of June, 2021 by and between Interactive Health, Inc., a Delaware corporation, Human Touch, LLC, a Delaware limited liability company, and RELAX THE BACK CORPORATION, a Delaware corporation (individually and collectively, the "Pledgor") and Pacific Western Bank dba Pacific Western Business Finance ("Lender"), a California state-chartered bank, at Campbell, California.

A. Lender has lent or agreed to lend to Pledgor certain funds (the "Loan"), and Pledgor desires to borrow such funds from Lender pursuant to a Loan and Security Agreement and/or Secured Promissory Note executed or to be executed in connection herewith (either, as amended, the "Loan Agreement"). All capitalized terms not otherwise defined herein shall have the meanings set forth in the Loan Agreement.

B. In order to induce Lender to make or continue to make the Loan, Pledgor has agreed to grant a security interest in certain intangible property to Lender for purposes of securing the Obligations of Pledgor to Lender.

### RECITALS

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Definitions. All terms used herein which are defined in Division 1 or Division 9 of the Uniform Commercial Code of the State of California ("UCC") shall have the meanings set forth therein; provided, however, that if a term is defined in Division 9 of the UCC differently than in another Article of the UCC, the term has the meaning specified in Division 9.

2. Grant of Security Interest. As collateral security for the prompt and complete payment and performance of all of Pledgor's present or future Obligations to Lender, Pledgor hereby transfers, conveys and grants to Lender, a security, Pledgor's entire right, title and interest in, to and under the following (collectively, the "Intellectual Property Collateral"):

a. Any and all present and future copyright rights, copyright application, 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 present and future trade secrets, proprietary information, customer lists, manufacturing techniques, formulas, product formulations, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, or acquired or held;

c. Any and all present and future design rights which may be available to Pledgor now or hereafter existing, created, acquired or held;

d. Any and all patents, patent licenses, 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 and all present and future trademark license, trademark, and service mark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire

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

f. Any and all present and future rights in and to domain names in whatever form, and all derivative URLs, including without limitation those set forth on Exhibit D attached hereto (collectively, the "Domain Names");

g. Any and all claims for damages by way of past, present and future infringement 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. Any and all present and future licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Domain Names, 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, Patents, Trademarks, or Domain Names; and

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

3. Authorization and Request. Pledgor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks record this Agreement.

4. Covenants and Warranties. Pledgor represents, warrants, covenants and agrees as follows:

a. Pledgor is now the sole owner of the Intellectual Property Collateral, except for non-exclusive licenses granted by Pledgor to its customers in the ordinary course of business and except for those liens, encumbrances or security interests described in Exhibit E attached hereto;

b. Performance of this Agreement does not conflict with or result in a breach of any agreement to which Pledgor is party or by which Pledgor is bound;

c. During the term of this Agreement, Pledgor shall not transfer or otherwise encumber any interest in the Intellectual Property Collateral, except for liens, encumbrances, or security interests described in Exhibit E attached hereto and non-exclusive licenses granted by Pledgor, copies of which Pledgor will provide from time to time to Lender at the request of Lender;

d. Each of the Patents is valid and enforceable, and no part of the Intellectual Property Collateral has been judged invalid or unenforceable, in whole or in part, and no claim has been made that any part of the Intellectual Property Collateral violates the rights of any third party;

e. Pledgor shall deliver to Bank within thirty (30) days of the last day of each month, a report signed by Pledgor, in form reasonably acceptable to Bank, listing any applications or registrations that Pledgor has made or filed in respect of any patents, copyrights or trademarks and the status of any outstanding applications or registrations. Pledgor shall promptly advise Lender of any material change in the composition of the Intellectual Property Collateral, including but not limited to, any subsequent ownership right of the Pledgor in or to any Trademark, Patent or Copyright not specified in this Agreement;

f. Pledgor shall (i) protect, defend and maintain the validity and enforceability of the Copyrights, Patents, Trademarks, or Domain Names, (ii) use its best efforts to detect infringements of the Copyrights, Patents, Trademarks, or Domain Names and promptly advise Lender in writing of material infringements detected and (iii) not allow any Copyrights, Patents, Trademarks, or Domain Names to be abandoned, forfeited or dedicated to the public without the written consent of Lender, which consent shall not be unreasonably withheld, unless Pledgor determines that reasonable business practices suggest that abandonment is appropriate and so advises Lender;

g. Pledgor shall not register any maskworks, software, computer programs or other works of authorship subject to United States copyright protection with the United States Copyright Office without first complying with the following: (i) providing Lender with at least fifteen (15) days' prior written notice thereof; (ii) providing Lender with a copy of the application for any such registration; and (iii) executing and filing such other instruments, and taking such further actions as Lender may reasonably request from time to time to perfect or continue the perfection of Lender's interest in the Intellectual Property Collateral, including without limitation the filing with the United States Copyright Office, simultaneously with the filing by Pledgor of the application for any such registration, of a copy of this Agreement or a Supplement hereto in form acceptable to Lender identifying the maskworks, software, computer programs or other works of authorship being registered and confirming the grant of a security interest therein in favor of Lender;

h. This Agreement creates, and in the case of after acquired Intellectual Property Collateral, this Agreement will create at the time Pledgor first has rights in such after acquired Intellectual Property Collateral, in favor of Lender a valid and perfected first priority security interest in the Intellectual Property Collateral in the United States securing the payment and performance of the Obligations evidenced by the Loan Agreement upon making the filings referred to in clause 4.i below;

i. Except for, and upon, the filing of (i) a UCC financing statement with the appropriate filing office in the appropriate state; (ii) a notice of security interest with the United States Patent and Trademark office with respect to the Patents and Trademarks; and (iii) a notice of security interest with the United States Copyright Office with respect to the Copyrights, and or such other action as Lender may deem necessary to perfect the security interests created hereunder, and, except as has been already made or obtained, no authorization, approval or other action by, and no notice to or filing with, any governmental authority or regulatory body is required either (1) for the grant by Pledgor of the security interest granted hereby or for the execution, delivery or performance of this Agreement by Pledgor; or (2) for the perfection in the United States in the Intellectual Property Collateral or the exercise by Lender of its rights and remedies hereunder;

j. All information heretofore, herein or hereafter supplied to Lender by or on behalf of Pledgor with respect to the Intellectual Property Collateral is accurate and complete in all material respects;

k. Pledgor shall not enter into any agreement that would materially impair or conflict with Pledgor's obligations hereunder without Lender's prior written consent, which consent will not be unreasonably withheld. Pledgor shall not permit the inclusion in any contract to which it becomes a party of any provisions that could or might in any way impair or prevent the creation of a security interest in Pledgor's rights and interests in any property included within the definition of the Intellectual Property Collateral acquired under such contracts; and

l. Upon any officer of Pledgor obtaining knowledge thereof, Pledgor shall promptly notify Lender in writing of any event that materially adversely affects the value of any of the Intellectual Property Collateral, the ability of Pledgor or Lender to dispose of any of the Intellectual Property Collateral or the rights and remedies of Lender in relation thereto, including, without limitation, the levy of any legal process against any of the Intellectual Property Collateral.

5. Infringement. Pledgor agrees that if any Person shall do or perform any acts which Lender reasonably believes constitutes an infringement of any Intellectual Property Collateral, or violate or infringe any right of Pledgor or Lender therein or if any Person shall do or perform any acts which Lender believes constitutes an unauthorized or unlawful use thereof, then and in any such event, Lender may and shall have the right to (i) take reasonable steps to protect its interests; and (ii) while an Event of Default is continuing, to take such steps and institute such suits or proceedings as Lender may deem advisable or necessary to prevent such acts and conduct and to secure damages and other relief by reason thereof, and to generally take such steps as may be advisable or necessary or proper for the full protection of the rights of the parties. Lender may take such steps or institute such suits or proceedings in its own name or in the name of Pledgor or in the names of the parties jointly. Lender hereby agrees to give Pledgor notice of any steps taken, or any suits or proceedings instituted, by Lender pursuant to this paragraph.

6. Security Interest. This security interest is granted in conjunction with the security interests granted to Lender pursuant to the Loan Agreement. Pledgor does hereby further acknowledge and affirm that the

rights and remedies of Lender with respect to the security interest in the Intellectual Property Collateral made and granted hereby are subject to, and more fully set forth in, the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

7. Lender's Rights. Lender shall have the right, but not the obligation, to take, at Pledgor's sole expense, any actions that Pledgor is required under this Agreement to take but which Pledgor fails to take, after five (5) days' telephonic or written notice to Pledgor. Pledgor shall reimburse and indemnify Lender for all costs and expenses incurred in the reasonable exercise of its rights under this Section 7.

8. Inspection Rights. Pledgor hereby grants to Lender and its employees, representatives and agents the right to visit, during reasonable hours upon prior reasonable notice to Pledgor, and to the extent Pledgor can legally grant that right, any of Pledgor's and its subcontractors' plants and facilities that manufacture, install or store products (or that have done so during the prior six-month period) that are sold under any of the Intellectual Property Collateral, and to inspect the products and quality control records relating thereto upon reasonable notice to Pledgor and as often as may be reasonably requested; provided, however, nothing herein shall entitle Lender to access to Pledgor's trade secrets and other proprietary information.

9. Further Assurances; Attorney in Fact.

a. On a continuing basis, Pledgor will, subject to any prior licenses, encumbrances and restrictions and prospective licenses, make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all such instruments, including, appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademark Office or the United States Copyright Office, and take all such action as may reasonably be deemed necessary or advisable, or as requested by Lender to perfect Lender's security interest in all Intellectual Property and otherwise to carry out the intent and purposes of this Agreement, or for assuring and confirming to Lender the grant or perfection of a security interest in all Intellectual Property Collateral.

b. Pledgor hereby irrevocably appoints Lender as Pledgor's attorney-in-fact, with full authority in the place and stead of Pledgor and in the name of Pledgor, Lender or otherwise, from time to time in Lender's Sole Discretion, to take any action and to execute any instrument which Lender may deem necessary or advisable to accomplish the purposes of this Agreement, including:

i. to modify in its Sole Discretion this Agreement without first obtaining Pledgor's approval or signature to such modification by amending Exhibit A, Exhibit B, Exhibit C, and Exhibit D hereof as appropriate, to include reference to any right title or interest in any Copyrights, Patents, Trademarks, or Domain Names acquired by Pledgor after the execution hereof or to delete any reference to any right, title, or interest in any Copyrights, Patents, Trademarks, or Domain Names in which Pledgor no longer has or claims any right, title or interest; and,

ii. to file, in its Sole Discretion, one or more UCC financing or continuation statements and amendments thereto, relative to any of the Intellectual Property Collateral without the signature of Pledgor where permitted by law;

iii. after the occurrence and during the continuance of an Event of Default, to qualify Pledgor to do business in any state if Pledgor shall fail to do so following request by Lender; and

iv. after the occurrence of an Event of Default, to transfer the Intellectual Property Collateral into the name of Lender or a third party to the extent permitted under the UCC.

10. Events of Default. The occurrence of any of the following events shall constitute an Event of Default under this Agreement:

a. An Event of Default occurs under the Loan Agreement or any other agreement between Pledgor and Lender; or

- b. Pledgor breaches any warranty or agreement made by Pledgor in this Agreement.

11. Remedies. Upon the occurrence of an Event of Default, Lender shall have the right to exercise all of the remedies of a Lender under the UCC, including without limitation, the right to require Pledgor to assemble the Intellectual Property Collateral and to make it available to Lender at a place designated by Lender. Pledgor will pay any expenses (including reasonable attorneys' fees and legal and other costs and the reasonable estimate of the allocated costs and expenses of in-house legal counsel and staff) incurred by Lender in connection with the exercise of any of Lender's rights hereunder, including without limitation any reasonable expense incurred in disposing of the Intellectual Property Collateral. All of Lender's rights and remedies with respect to the Intellectual Property Collateral shall be cumulative.

12. Lender's Duties. Beyond the safe custody thereof, Lender shall have no duty with respect to any Intellectual Property Collateral in its possession or control (or in the possession or control of any agent or bailee) or with respect to any income thereon or the preservation of rights against prior parties or any other rights pertaining thereto. Lender shall be deemed to have exercised reasonable care in the custody and preservation of the Intellectual Property Collateral in its possession if the Intellectual Property Collateral is accorded treatment substantially equal to that which it accords its own property. Lender shall not be liable or responsible for any loss or damage to any of the Intellectual Property Collateral, or for any diminution in the value thereof, by reason of the act or omission of any warehouseman, carrier, forwarding agency, consignee or other agent or bailee selected by Lender in good faith.

13. Costs and Expenses; Indemnification; Other Charges.

- a. Costs and Expenses. Pledgor agrees to pay on demand:

i. reasonable costs or expenses (including without limitation taxes, photocopying, notarization, telecommunication, insurance premiums, and postage) paid by Lender in connection with Lender's transactions with Pledgor;

ii. reasonable costs and expenses required to be paid by Pledgor under any of the Loan Documents that are paid or advanced by Lender in connection with Lender's transactions with Pledgor;

iii. reasonable legal fees and expenses paid or incurred by Lender in connection with the due diligence, negotiation and preparation of this Agreement, the Loan Documents executed in connection herewith and other documents executed in connection herewith now and in the future (whether for legal services and expenses from outside counsel or from in-house counsel);

iv. reasonable documentation, filing, recording, publication, appraisal (including periodic Collateral appraisals) and search fees assessed, paid, or incurred by Lender in connection with Lender's transactions with Pledgor;

v. reasonable costs and expenses of third party claims or any other suit paid or incurred by Lender in enforcing or defending the Loan Documents and adjusting or settling disputes and claims with Account Debtors with respect to Pledgor's Accounts; and Lender's costs and expenses and reasonable Attorneys' Fees and expenses (whether for legal services incurred by and expenses from outside counsel and/or from in-house counsel and staff) incurred in advising, structuring, drafting, reviewing, administering, amending, terminating, or enforcing, or in any other way relating to, this Agreement or the other Loan Documents (including reasonable Attorneys' Fees and expenses incurred in such adjusted or settled disputes and claims, and in connection with a "workout," a "restructuring," or an Insolvency Proceeding concerning Pledgor or any Guarantor of the Obligations, irrespective of whether suit is brought). The Attorneys' Fees incurred by Lender in any Insolvency Proceeding shall include, without limitation, those incurred in connection with debtor-in-possession financing, motions for relief from automatic stay, and actions to determine dischargeability, and defending, or concerning the Loan Documents.

b. Indemnification. Pledgor hereby agrees to indemnify Lender, any Affiliate thereof, and its directors, officers, employees, agents, counsel, and other advisors (each an "Indemnified Person") against, and hold each of them harmless from, any and all liabilities, obligations, losses, claims, damages, penalties, actions, judgments, suits, costs, expenses, or disbursements of any kind or nature whatsoever, including Attorneys' Fees,

Lender Expenses, the reasonable fees and disbursements of counsel to an Indemnified Person (including allocated costs of internal counsel), which may be imposed on, incurred by, or asserted against any Indemnified Person, in any way relating to or arising out of this Agreement or the transactions contemplated hereby or any action taken or omitted to be taken by it hereunder (the "Indemnified Liabilities"); provided that Pledgor shall not be liable to any Indemnified Person for any portion of such Indemnified Liabilities to the extent they are found by a final decision of a court of competent jurisdiction to have resulted from such Indemnified Person's gross negligence or willful misconduct. If and to the extent that the foregoing indemnification is for any reason held unenforceable, Pledgor agrees to make the maximum contribution to the payment and satisfaction of each of the Indemnified Liabilities which is permissible under applicable law.

c. Other Charges. Pledgor agrees to indemnify Lender against and hold it harmless from any and all present and future stamp, transfer, documentary, and other such taxes, levies, fees, assessments, and other charges made by any jurisdiction by reason of the execution, delivery, performance, and enforcement of this Agreement.

14. Notices. Unless otherwise provided in this Agreement or hereinbelow, all notices or demands by any party relating to this Agreement or any of the other Loan Documents shall be in writing and (except for financial statements and other informational documents which may be sent by first-class mail, postage prepaid) may be made, and deemed to be given, as follows: a) if delivered in person or by courier (overnight or otherwise), on the date when it is delivered; b) if by facsimile, when received at the correct number (proof of which shall be an original facsimile transmission confirmation slip or equivalent); or c) if sent by certified or registered mail or the equivalent, on the earlier of the date such mail is actually delivered or three (3) days after deposit thereof in the mail, unless the date of actual delivery or such date 3 days after deposit thereof in the mail (as applicable) is not a Business Day in which case such communication shall be deemed given and effective on the first following Business Day. Any such notice or communication given pursuant to this Agreement or any of the Loan Documents shall be addressed to the intended recipient at its address or number specified as follows:

If to Pledgor: **Interactive Health, Inc.**  
**Human Touch, LLC**  
**RELAX THE BACK CORPORATION**  
**4600 E. Conant Street, Long Beach, California 90808**  
Attn: **Bryan Cotter**  
Telephone No.: **(562) 733-7322**  
Facsimile No.: **(866) 666-9789**

If to Lender: **Pacific Western Bank**  
**851 East Hamilton Avenue, 2nd Floor, Campbell, California 95008**  
Attn: **Matthew A. Lerner**  
Telephone No.: **(408) 369-4000**  
Facsimile No.: **(408) 369-4018 / (408) 369-4056**

The parties hereto may change the address at which they are to receive notices hereunder, by notice in writing in the foregoing manner given to the other. Notwithstanding anything to the contrary in the foregoing, Borrower acknowledges and agrees that notices sent by Lender in connection with §§ 9610, 9611, 9612, 9613, 9614, 9615, 9617, 9618, 9620, 9621, or 9624 of the Code and any other references to the disposition of collateral under the Code, all as such sections may be amended and/or re-numbered from time to time, shall be deemed sent when: (a) delivered in person or by courier (overnight or otherwise), (b) deposited in the mail, or (c) transmitted by facsimile.

15. Certain Waivers. Pledgor waives, to the fullest extent permitted by law, (a) any right of redemption with respect to the Intellectual Property Collateral, whether before or after sale hereunder; (b) all rights, if any, of marshalling of the Intellectual Property Collateral or other collateral or security for the Obligations whether such rights arise under California Civil Code §§2899 and 3433 or otherwise; (c) any right to require Lender (i) to proceed against any Person; (ii) to exhaust any other collateral or security for any of the Obligations; (iii) to pursue any remedy in Lender's power; or (iv) to make or give any presentments, demands for performance, notices of nonperformance, protests, notices of protests, or notices of dishonor in connection with any of the Intellectual Property Collateral; (d) all claims, damages, and demands against Lender arising out of the repossession, retention,



sale, or application of the proceeds of any sale of the Intellectual Property Collateral; and (e) demand, protest, notice of protest, notice of default or dishonor, notice of payment and nonpayment, notice of any default, nonpayment at maturity, release, compromise, settlement, extension, or renewal of accounts, documents, instruments, chattel paper, and guarantees at any time held by Lender on which Pledgor may in any way be liable.

16. Release upon Satisfaction of Pledgor's Obligations. At such time as Pledgor shall completely satisfy all of the Obligations secured hereunder (other than inchoate indemnity obligations), Lender shall execute and deliver to Pledgor all terminations, releases and other instruments as may be necessary or proper to evidence the termination of the security interests granted hereunder, subject to any disposition thereof which may have been made by Lender pursuant hereto.

17. General Terms.

a. Survival of Representations and Warranties. All representations and warranties of Pledgor contained in this Agreement shall survive the execution and delivery of this Agreement.

b. "Permitted Discretion" means the exercise by Lender of its reasonable (from the perspective of a secured asset based lender) business judgment in light of all of the facts and circumstances existing with respect to the issue then under consideration by Lender.

c. California Law; Venue. This Agreement and all transactions contemplated hereunder and/or evidenced hereby shall be governed by, construed under, and enforced in accordance with the internal laws of the State of California, without giving effect to conflicts of law principles. The parties hereby agree that 1) this Agreement is entered into and that Borrower's performance to Lender occurs at Campbell, California; and 2) all actions or proceedings arising in connection with this Agreement and/or the Loan Documents shall be tried and litigated only in the State and Federal courts located in the County of Los Angeles, State of California or, at the sole option of Lender, in any other court in which Lender shall initiate legal or equitable proceedings and which has subject matter jurisdiction over the matter in controversy. Each of Borrower and Lender waives, to the extent permitted under applicable law, any right each may have to assert the doctrine of forum non conveniens or to object to venue to the extent any proceeding is brought in accordance with this section.

d. JURY TRIAL WAIVER. PLEDGOR AND LENDER HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF ANY OF THE LOAN DOCUMENTS OR ANY OF THE TRANSACTIONS CONTEMPLATED THEREIN, INCLUDING, WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. PLEDGOR AND LENDER REPRESENT THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

WITHOUT INTENDING IN ANY WAY TO LIMIT THE PARTIES' AGREEMENT TO WAIVE THEIR RESPECTIVE RIGHTS TO A TRIAL BY JURY, if the above waiver of the right to a trial by jury is not enforceable, the parties hereto agree that any and all disputes or controversies of any nature between them arising at any time shall be decided by a reference to a private judge, mutually selected by the parties (or, if they cannot agree, by the Presiding Judge of the Los Angeles County, California Superior Court) appointed in accordance with California Code of Civil Procedure § 638 as such sections may be amended and/or re-numbered from time to time (or pursuant to comparable provisions of federal law if the dispute falls within the exclusive jurisdiction of the federal courts), sitting without a jury, in Los Angeles County, California; and the parties hereby submit to the jurisdiction of such court. The reference proceedings shall be conducted pursuant to and in accordance with the provisions of California Code of Civil Procedure §§ 638 through 645.1, inclusive as such sections may be amended and/or re-numbered from time to time. The private judge shall have the power, among others, to grant provisional relief, including without limitation, entering temporary restraining orders, issuing preliminary and permanent injunctions and appointing receivers. All such proceedings shall be closed to the public and confidential and all records relating thereto shall be permanently sealed. If during the course of any dispute, a party desires to seek provisional relief, but a judge has not been appointed at that point pursuant to the judicial reference procedures, then

such party may apply to the Los Angeles County, California Superior Court for such relief. The proceeding before the private judge shall be conducted in the same manner as it would be before a court under the rules of evidence applicable to judicial proceedings. The parties shall be entitled to discovery that shall be conducted in the same manner as it would be before a court under the rules of discovery applicable to judicial proceedings. The private judge shall oversee discovery and may enforce all discovery rules and order applicable to judicial proceedings in the same manner as a trial court judge. The parties agree that the selected or appointed private judge shall have the power to decide all issues in the action or proceeding, whether of fact or of law, and shall report a statement of decision thereon pursuant to the California Code of Civil Procedure § 644(a). Nothing in this section shall limit the right of any party at any time to exercise self-help remedies, foreclose against collateral, or obtain provisional remedies. The private judge shall also determine all issues relating to the applicability, interpretation, and enforceability of this paragraph.

e. Successors and Assigns. This Agreement shall bind and inure to the benefit of the respective successors and permitted assigns of each of the parties; provided, however, that neither this Agreement nor any rights hereunder may be assigned by Pledgor without Lender's prior written consent, which consent may be granted or withheld in Lender's Sole Discretion. Lender shall have the right without the consent of or notice to Pledgor to sell, transfer, negotiate, or grant participation in all or any part of, or any interest in, Lender's obligations, rights and benefits hereunder. In connection therewith, Lender may disclose all documents and information that Lender now has or may hereafter acquire relating to any credit extended by Lender to Borrower, Borrower or its business, any Obligor or the business of any Obligor, or any Collateral.

f. Severability of Provisions. In the event any one or more of the provisions contained in this Agreement is held to be invalid, illegal or unenforceable in any respect, then such provision shall be ineffective only to the extent of such prohibition or invalidity, and the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

g. Amendments. Neither this Agreement nor any provisions hereof may be changed, waived, discharged or terminated, nor may any consent to the departure from the terms hereof be given, orally (even if supported by new consideration), but only by an instrument in writing signed by all parties to this Agreement. Any waiver or consent so given shall be effective only in the specific instance and for the specific purpose for which given.

h. Entire Agreement. This Agreement, together with the Loan Agreement embodies the entire agreement and understanding among and between the parties hereto, and supersedes all prior or contemporaneous agreements and understandings between said parties, verbal or written, express or implied, relating to the subject matter hereof. No promises of any kind have been made by Lender or any third party to induce Pledgor to execute this Agreement. No course of dealing, course of performance or trade usage, and no parol evidence of any nature, shall be used to supplement or modify any terms of this Agreement.

i. Waiver. No failure to exercise and no delay in exercising any right, power, or remedy hereunder shall impair any right, power, or remedy which Lender may have, nor shall any such delay be construed to be a waiver of any of such rights, powers, or remedies, or any acquiescence in any breach or default hereunder; nor shall any waiver by Lender of any breach or default by Pledgor hereunder be deemed a waiver of any default or breach subsequently occurring. All rights and remedies granted to Lender hereunder shall remain in full force and effect notwithstanding any single or partial exercise of, or any discontinuance of action begun to enforce, any such right or remedy. The rights and remedies specified herein are cumulative and not exclusive of each other or of any rights or remedies which Lender would otherwise have.

j. Interpretation. This Agreement and all agreements relating to the subject matter hereof are the product of negotiation and preparation by and among each party and its respective attorneys, and shall be construed accordingly. The parties waive the provisions of California Civil Code §1654.

k. Information. Pledgor agrees that Lender may provide information relating to this Agreement or relating to Pledgor to Lender's parent, affiliates, and subsidiaries.

l. Counterparts. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if all signatures were upon the same instrument. This Agreement, or a signature page thereto intended to be attached to a copy of this Agreement, signed and transmitted by facsimile machine, telecopier, or other electronic means (including via transmittal of a "pdf" file) shall be deemed and treated as an original document. The signature of any person thereon, for purposes hereof, is to be considered as an original signature, and the document transmitted is to be considered to have the same binding effect as an original signature on an original document. At the request of any party hereto, any facsimile, telecopy or other electronic document is to be re-executed in original form by the persons who executed the facsimile, telecopy or other electronic document. No party hereto may raise the use of a facsimile machine, telecopier, or other electronic means or the fact that any signature was transmitted through the use of a facsimile machine, telecopier, or other electronic means as a defense to the enforcement of this Agreement.

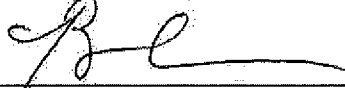
m. Satisfaction Requirement. If any agreement, certificate or other writing, or any action taken or to be taken, is by the terms of this Agreement required to be satisfactory to Lender, the determination of such satisfaction shall be made by the Lender in its Sole Discretion.

n. Course of Dealing: No course of dealing, nor any failure to exercise, nor any delay in exercising any right, power, or privilege hereunder shall operate as a waiver thereof.

IN WITNESS WHEREOF, the parties hereto have executed this Intellectual Property Security Agreement as of the day and year first above written.

**PLEDGOR:**

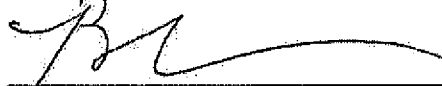
**Interactive Health, Inc.**



By: Bryan Cotter  
Its: CFO

**Human Touch, LLC**

By: INTERACTIVE HEALTH, INC.  
its Sole Member



By: Bryan Cotter  
Its: CFO

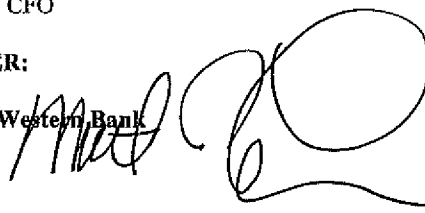
**RELAX THE BACK CORPORATION**



By: Bryan Cotter  
Its: CFO

**LENDER:**

**Pacific Western Bank**



By: Matthew A. Lerner  
Its: Managing Director

**EXHIBIT A**

Copyrights

**NONE**

## EXHIBIT B

### Patents


All present and future registered and unregistered patents, including but not limited to the following:

HT patent listing (08-01-12)					
Patent type	Patent number	Date issued	Invention	Inventor	
1	Utility	US 7,967,809	10/19/1999	Recliner chair w/ guide rail	Potter
2	Utility	US 5,801,529	2/11/1997	Finger massage apparatus	Wolfman
3	Utility	US 5,528,802	7/26/1998	Hand held vibratory massager	Wolfman
4	Utility	US 6,788,878	9/7/2004	Warm air massager	Dehil
5	Utility	US 6,012,774	1/11/2000	Recliner chair w/ guide rail	Potter
6	Utility	US 5,437,807	8/17/1998	Vibratory massage apparatus	Taylor
7	Utility	US 6,914,710	11/9/2004	Improved massaging device for chairs	Dehil
8	Utility	US 7,004,816	2/28/2008	Massaging device for chairs	Dehil
9	Utility	US 7,604,606	10/20/2008	Intensity control for massage devices	Dehil
10	Utility	US 7,325,878	2/5/2008	Chair with extendable footrest	Dehil
11	Utility	US 7,238,182	7/3/2007	Warm air massager (AV-78)	Dehil
12	Utility	US 6,788,878	9/7/2004	Warm Air Massager (EQ & AV)	Dehil
13	Utility	US 7,184,858	2/27/2007	Footrest with integral heater	Dehil
14	Utility	US 7,410,215	8/12/2008	Articulating chair	Dehil
15	Utility	US 7,226,428	6/6/2007	Air controlled massage system	Dehil
16	Utility	US 7,207,958	4/24/2007	Air controlled massage system w/ motorized drive	Dehil
17	Utility	US 7,534,214	5/19/2009	Intensity control for massage chairs	Dehil
18	Utility	US 8,021,313	8/20/2011	Intensity control for massage devices	Dehil
19	Utility	US 13,306,932	Pending	Articulating Laptop Table	Dehil
20	Utility	US 12,878,589	Pending	HT-Connect	Potter
1	Design	US D609,617	8/23/2008	HT-276	Potter
2	Design	US D500,608	13/28/2004	I-Joy-100	Potter/Dehil
3	Design	US D498,085	11/9/2004	I-Joy-200	Potter
4	Design	US D537,846	3/6/2007	I-Joy-106	Potter/Lifeng
5	Design	US D600,609	1/11/2008	I-Joy-170	Potter
6	Design	US D567,039	12/11/2007	HT-273D	Potter
7	Design	US D588,138	2/19/2008	HT-5006	Potter
8	Design	US D637,262	2/27/2007	HT-5320	Lifeng
9	Design	US D567,753	8/11/2008	HT-7450	Potter
10	Design	US D575,069	8/19/2008	HT-7450	Potter
11	Design	US D571,110	8/17/2008	HT-1850 - HT-9500	Potter
12	Design	US D607,175	10/16/2010	HT-135-P6	Chan
13	Design	US 29/422,904	5/24/2012	HT-044	Potter
14	Design	US D655,931	3/20/2012	HT-045	Chuang/Chan
15	Design	US 29/422,903	5/24/2012	HT-245	Chan
16	Design	US D627,175	11/16/2010	HT-1000	Potter
17	Design	US D604,836	11/24/2009	HT-115	Potter
18	Design	US D581,963	5/12/2009	HT-115 P6	Lifeng
19	Design	US D663,862	12/30/2008	HT-8270	Potter/Chan/Chuang
20	Design	US D500,608	1/11/2008	HT-170	Potter
21	Design	US D537,842	3/6/2007	I-Joy-175	Potter
22	Design	US D500,212	12/28/2004	I-Joy-130	Potter
23	Design	US D535,751	1/23/2007	HT-1350	Lifeng
24	Design	US D535,402	1/18/2007	I-Joy-CotMan 3.5	Lifeng
25	Design	US D542,867	5/16/2007	I-Joy-Board	Mihata
26	Design	US D539,081	3/27/2007	I-Joy-Mini+	Potter/Dehil
27	Design	US D536,893	3/20/2007	HT-140	Lifeng
28	Design	US D536,894	2/20/2007	HT-136	Potter
29	Design	US D537,282	2/27/2007	HT-180	Lifeng
30	Design	US D536,892	2/20/2007	PM-300	Lifeng
31	Design	US D538,056	3/13/2007	PM-320	Lifeng
32	Design	US D569,993	1/15/2008	Hand held massager	Potter
33	Design	US D367,931	3/12/1998	Foot massager	Shimizu
34	Design	US D330,256	10/13/1992	Foot massager	Wolfman
35	Design	US D397,224	8/18/1988	Finger massager	Wolfman
36	Design	US D342,139	12/7/1993	Hand held massager	Wolfman

37	Design	US D342,138	12/7/1993	Hand held massager	Wollman
38	Design	US D331,467	12/1/1992	Hand held massager	Wollman
39	Design	US D329,291	8/8/1992	Hand held massager	Wollman
40	Design	US D329,292	9/8/1992	Hand held massager	Wollman
41	Design	US D350,396	9/6/1994	Hand held vibrator	Wollman
42	Design	US D383,849	9/16/1997	Hand held vibrator	Wollman
43	Design	US D380,695	7/25/1995	Hand held vibrator	Wollman
44	Design	US D546,071	8/28/2007	Soft Table	Potter
45	Design	US D699,960	2/25/2014	PCX-580 (PCX-720/920)	Potter

**EXHIBIT C**  
Trademarks



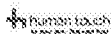


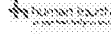
All present and future registered and unregistered trademarks, including but not limited to the following:







Owner	Trademark	Country	Application Date	Application No.	Trademark Status	Country			
	<i>File Reference</i>	<i>Next Renewal Due</i>	<i>Registration Date</i>	<i>Registration No.</i>					
Human Touch, LLC	<b>BODY SPA</b>	United States of America	Mar 25 2010	77388881	Registered	United States of America	<b>BODY SPA</b>		
	501811-0601	Sep 20 2021	Sep 20 2011	4630012	Renewed				
	Int. Class 10								
	Goods	POWERED MASSAGE APPARATUS, NAMELY, A MASSAGE BED WITH BUILT-IN HYDRO-THERAPEUTIC WATER JETS							
Human Touch, LLC	<b>HT-CONNECT</b>	United States of America	Nov 19 2008	77676014	Registered	United States of America	<b>HT-CONNECT</b>		
	501811-0601	Jul 26 2021	Jul 26 2011	4803199	RE-FILED				
	Int. Class 9								
	Goods	REMOTE CONTROLS FOR MASSAGE CHAIRS, USER INTERFACES FOR MASSAGE CHAIRS							
	Int. Class 10								
	Goods	MASSAGE CHAIRS							
Human Touch, LLC	<b>THERMOSTRETCH</b>	United States of America	Jan 21 2008	77608967	Registered	United States of America	<b>THERMOSTRETCH</b>		
	501811-0601	Sep 6 2021	Sep 6 2011	4628146	RE-FILED				
	Int. Class 10								
	Goods	MASSAGE CHAIRS							
Human Touch, LLC	<b>JOY</b>	United States of America		78148259	Jan 29 2002	2949535	May 10 2006	10	Registered
Human Touch, LLC	<b>INTERACTIVE HEALTH</b>	United States of America		75218780	Jun 21 1996	2361900	Jun 27 2000	35	Allowed to Lapse
Human Touch, LLC	<b>MASSAGE ANYWHERE</b>	MESSAGE ANYWHERE	United States of America	87472575	Jun 2 2017	5456166	May 8 2018	10	Registered
Human Touch, LLC	<b>PERFECT CHAIR</b>	PERFECT CHAIR	United States of America	75218783	Dec 21 1996	2200641	Jun 7 1998	30	Registered
Human Touch, LLC	<b>PERFECT CHAIR</b>	PERFECT CHAIR	United States of America	85420920	Jun 14 2002	2710296	May 6 2005	30	Registered
Human Touch, LLC	<b>SAFE TOUCH</b>	SAFE TOUCH	United States of America	80354028	Nov 20 2020			10	Registered
Human Touch, LLC	<b>THERMOSTRETCH</b>	THERMOSTRETCH	United States of America	77608867	Jan 21 2008	4628146	Sep 5 2011	10	Registered
Human Touch, LLC	<b>VIRTUAL THERAPIST</b>	VIRTUAL THERAPIST	United States of America	88451566	Jun 3 2015	5566478	Jun 21 2020	9	Registered
Human Touch, LLC	<b>WHOLEBODY</b>	WHOLEBODY	United States of America	77657921	Jan 27 2009	3787770	Jun 1 2010	10	Registered
Human Touch, LLC	<b>ZERCG</b>	<b>ZeroG</b>	United States of America	86452688	Oct 20 2011	4223203	Oct 9 2012	10	Registered
Human Touch, LLC	<b>HT HUMAN TOUCH BE YOUR BEST. FEEL YOUR BEST.</b>	 <b>Human touch</b>	WFO	1283024	Nov 19 2015	3278024	Nov 19 2015	10, 26	Registered

## Foreign Registrations

Owner	Trademark	Country	Application No.	Application Date	Registration No.	Registration Date	Int. Classes	Trademark Status
Interactive Health, LLC	JOY	Australia	1142091	Oct 19 2006	1142091	Oct 12 2006	10, 26	Registered
Human Touch, LLC	HUMAN TOUCH	Brazil	829520457	Dec 20 2007	829520457	Mar 1 2017	9	Registered
Human Touch, LLC	HUMAN TOUCH	Brazil	829520465	Dec 20 2007	829520465	Mar 1 2017	10	Registered
Human Touch, LLC	HUMAN TOUCH	Brazil	829520481	Dec 20 2007	829520481	Oct 16 2012	20	Registered
Human Touch, LLC	HUMAN TOUCH	Brazil	829520503	Dec 20 2007	829520503	Oct 16 2012	28	Registered
Human Touch, LLC	ACUPOINT	Canada	1256732	Apr 26 2005	TMA719572	Jul 15 2009		Registered
Human Touch, LLC	BODYMAP PRO	Canada	1647728	Oct 15 2013	TMA640550	Jul 5 2016		Registered
Human Touch, LLC	FLEXGLIDE	Canada	1695226	Aug 12 2014	TMA694456	Sep 6 2016		Registered
Human Touch, LLC	HT HUMAN TOUCH	Canada	1295277	Oct 27 2004	TMA71957	Jun 27 2008		Registered
Human Touch, LLC	HT HUMAN TOUCH BE YOUR BEST. FEEL YOUR BEST & Design	Canada	1755408	Nov 18 2015		Nov 16 2016		Registered
Human Touch, LLC	HT HUMAN TOUCH Logo 1 BW	Canada	1398226	Aug 9 2007	TMA794256	Mar 30 2011		Registered
Human Touch, LLC	HT Logo COLOR	Canada	1379137	Oct 31 2007	TMA780872	Oct 27 2010		Registered
Human Touch, LLC	HIT	Canada	1051044	Mar 14 2000	TMA579829	Mar 31 2003		Registered
Human Touch, LLC	HIT HUMAN TOUCH TECHNOLOGY	Canada	1051045	Mar 14 2000	TMA678449	Mar 27 2003		Registered
Human Touch, LLC	HIT HUMAN TOUCH TECHNOLOGY Logo	Canada	1051048	Mar 14 2000	TMA678417	Mar 27 2003		Registered
Human Touch, LLC	HUMAN TOUCH	Canada	1289312	Feb 9 2005	TMA6720155	Aug 1 2008		Registered
Human Touch, LLC	JOY	Canada	1195806	Jul 25 2003	TMA5708643	Feb 6 2008		Registered
Human Touch, LLC	JOY LIVE.PLAY.RELAX. Design	Canada	1251962	Nov 30 2005	TMA701665	Nov 26 2007		Registered
Human Touch, LLC	HT HUMAN TOUCH BE YOUR BEST. FEEL YOUR BEST.	China	1283024	Nov 18 2015	1283024	Nov 18 2015	10, 26	Registered
Human Touch, LLC	HT Logo COLOR	China	1393218	Nov 1 2007	6303519	Mar 25 2010	20	Registered



Human Touch, LLC	HT Logo COLOR		China	6363519	Nov 1 2007	6363519	Feb 21 2010	10	Registered
Human Touch, LLC	HT Logo COLOR		China	6363520	Nov 1 2007	6363520	Feb 21 2010	9	Registered
Human Touch, LLC	HUMAN TOUCH	HUMAN TOUCH	China	6448910	Dec 20 2007	6448910	Mar 7 2010	10	Registered
Human Touch, LLC	HUMAN TOUCH	HUMAN TOUCH	China	6448911	Dec 20 2007	6448911	Mar 7 2010	9	Registered
Human Touch, LLC	HUMAN TOUCH	HUMAN TOUCH	China	6448913	Dec 20 2007	6448913	Mar 21 2010	20	Registered
Human Touch, LLC	ACUPOINT	ACUPOINT	EURM	064415105	Apr 29 2005	064415105	May 6 2006	10, 20	Registered
Human Touch, LLC	HT HUMAN TOUCH	HT HUMAN TOUCH	EURM	064093712	Oct 27 2004	064093712	Jan 19 2006	10	Registered
Human Touch, LLC	HT HUMAN TOUCH BE YOUR BEST. FEEL YOUR BEST.	 human touch	EURM	1283024	Nov 18 2015	1283024	Nov 18 2015	10, 20	Registered
Human Touch, LLC	HT HUMAN TOUCH Logo 1 COLOR	 human touch	EURM	096184493	Aug 9 2007	096184493	Sep 4 2008	10, 20, 28	Registered
Human Touch, LLC	HT Logo COLOR		EURM	006361059	Nov 2 2007	006361059	Oct 23 2009	10, 20	Registered
Human Touch, LLC	HTT		EURM	001556786	Mar 14 2000	001556786	Jul 16 2001	10, 20	Abandoned to Lapse
Human Touch, LLC	HTT HUMAN TOUCH TECHNOLOGY		EURM	001556895	Mar 14 2000	001556895	Jul 16 2001	10, 20	Abandoned to Lapse
Human Touch, LLC	HUMAN TOUCH	HUMAN TOUCH	EURM	094889925	Feb 8 2005	094889925	Mar 5 2007	10, 20	Registered
Human Touch, LLC	JOY		EURM	003285781	Jul 24 2003	003285781	Nov 17 2004	10	Registered
Human Touch, LLC	JOY		Japan	2605-057430	Oct 18 2006	5003621	Oct 12 2007		Registered
Human Touch, LLC	HT HUMAN TOUCH BE YOUR BEST. FEEL YOUR BEST.	 human touch	Mexico	1283024	Nov 18 2015	1283024	Nov 18 2015	10, 20	Registered
Human Touch, LLC	HUMAN TOUCH	HUMAN TOUCH	Mexico	904450	Dec 19 2007	1053580	Aug 12 2008	20	Registered
Human Touch, LLC	HUMAN TOUCH	HUMAN TOUCH	Mexico	904455	Dec 19 2007	1093529	Apr 8 2008	20	Registered
Human Touch, LLC	HUMAN TOUCH	HUMAN TOUCH	Mexico	904455	Dec 19 2007	1104099	Jan 9 2009	10	Registered
Human Touch, LLC	HUMAN TOUCH	HUMAN TOUCH	Mexico	904457	Dec 19 2007	1053581	Aug 12 2008	20	Registered
Human Touch, LLC	ACUPOINT	ACUPOINT	United Kingdom	UK00904415105	Apr 29 2005	UK00904415105	May 6 2006	10, 20	Registered

Human Touch, LLC	HT HUMAN TOUCH	HT HUMAN TOUCH	United Kingdom	1809540483712	Oct 27 2004	1802994025712	Jan 18 2008	10	Registered
Human Touch, LLC	HT HUMAN TOUCH BE YOUR BEST. FEEL YOUR BEST.		United Kingdom	1802991268204	Nov 19 2016	1802991268204	Nov 18 2016	10, 20	Registered
Human Touch, LLC	HT HUMAN TOUCH Logo 1 COLOR		United Kingdom	1802991166651	Aug 9 2007	1802991166651	Dec 4 2008	10, 20, 28	Registered
Human Touch, LLC	HT Logo COLOR		United Kingdom	18029910051059	Nov 2 2007	18029910051059	Oct 23 2008	10, 20	Registered
Human Touch, LLC	HUMAN TOUCH	HUMAN TOUCH	United Kingdom	1802990982029	Feb 9 2006	1802990982029	Mar 5 2007	10, 20	Registered
Human Touch, LLC	JOY		United Kingdom	1802991208781	Jul 24 2003	1802991208781	Nov 17 2004	10	Registered
Human Touch, LLC	3-D EASEPOINT TECHNOLOGY		United States of America	67611171	Jan 15 2017	64061151	May 6 2018	10	Registered
Human Touch, LLC	ACU TOUCH	ACU TOUCH	United States of America	77714931	Apr 16 2009	2901295	Jan 4 2011	10	Registered
Human Touch, LLC	BODY SPA	BODY SPA	United States of America	77366891	Mar 25 2010	67366812	Sep 20 2011	10	Registered
Human Touch, LLC	BODYMAP PRO	BODYMAP PRO	United States of America	66906666	Apr 15 2013	66655729	Jan 6 2015	9, 10	Registered
Human Touch, LLC	CIRCULATION	CIRCULATION	United States of America	77752416	Mar 4 2009	7688230	Dec 7 2010	10	Registered
=====									
Human Touch, LLC	FIGURE EIGHT	FIGURE EIGHT	United States of America	77762463	Jan 17 2009	3881626	Dec 19 2010	10	Registered
Human Touch, LLC	FLEXGLIDE	FLEXGLIDE	United States of America	66192276	Feb 12 2014	6694328	Dec 9 2014	10	Registered
Human Touch, LLC	GO TO ZERO	GO TO ZERO	United States of America	66406162	Nov 30 2011	6277051	Jan 15 2013	10, 20	Registered
Human Touch, LLC	HT	HT	United States of America	78794430	Jan 30 2004	3525546	Oct 20 2006	10	Registered
Human Touch, LLC	HT HUMAN TOUCH	HT HUMAN TOUCH	United States of America	78412667	May 6 2004	3525552	Oct 20 2006	10	Registered
Human Touch, LLC	HT HUMAN TOUCH BE YOUR BEST. FEEL YOUR BEST.		United States of America	86726622	May 19 2016	5126412	Jan 17 2017	10, 20	Registered
Human Touch, LLC	HT HUMAN TOUCH Logo 1 COLOR		United States of America	77104294	Feb 9 2007	3035178	Jul 14 2009	10, 20, 28	Registered
Human Touch, LLC	HT Logo COLOR		United States of America	77174435	May 1 2007	3757902	Mar 30 2010	9, 10, 20, 28	Registered
Human Touch, LLC	HT-CONNECT	HT-CONNECT	United States of America	77576874	Nov 19 2009	4091169	Jul 28 2011	5, 10	Registered
Human Touch, LLC	HUMAN TOUCH	HUMAN TOUCH	United States of America	76680190	Aug 10 2005	3373830	Jan 22 2009	10	Registered

## EXHIBIT D

### Domain Names

All present and future registered and unregistered domain names, including but not limited to the following:

Domain Name	Status	Expiration Date	Auto-renew	Lock
chill-joy.com	Active	12/12/2021	On	Locked
DISCOUNTMASSAGECHAIRS.COM	Active	12/9/2021	On	Locked
htdealerportal.com	Active	7/16/2021	On	Locked
htfeelbetter.com	Active	7/30/2021	On	Locked
HTMEDIALIBRARY.COM	Active	12/9/2021	On	Locked
htsupernovo.com	Active	6/28/2021	On	Locked
htvirtualtherapist.com	Active	6/28/2021	On	Locked
HUMANTOUCH.CA	Active	4/30/2022	On	Locked
HUMANTOUCH.COM	Active	12/9/2021	On	Locked
HUMANTOUCH.NET	Active	12/9/2021	On	Locked
HUMANTOUCHBLOG.COM	Active	12/9/2022	On	Locked
HUMANTOUCHPROMO.COM	Active	12/9/2021	On	Locked
HUMANTOUCHSTORE.COM	Active	12/9/2027	On	Locked
humantouchsupernovo.com	Active	6/28/2021	On	Locked
humantouchvirtualtherapist.com	Active	6/28/2021	On	Locked
IJOY.COM	Active	12/9/2021	On	Locked
IJOYMASSAGE.COM	Active	12/9/2021	On	Locked
INTERACTIVEHEALTH.COM	Active	12/9/2021	On	Locked
INTERHEALTH.COM	Active	12/9/2021	On	Locked
joychill.com	Active	12/16/2021	On	Locked
MASSAGE-CHAIR.COM	Active	12/9/2021	On	Locked
mychilljoy.com	Active	12/12/2021	On	Locked
PERFECTCHAIR.COM	Active	12/11/2021	On	Locked
PREMIERMASSAGECHAIR.COM	Active	12/9/2021	On	Locked
RTBRETAIL.COM	Active	12/9/2021	On	Locked
RTBSTORES.COM	Active	12/9/2021	On	Locked
THEPERFECTCHAIR.COM	Active	12/9/2021	On	Locked
WELLNESSCOUNCIL.COM	Active	12/9/2021	On	Locked

**EXHIBIT E**  
**PERMITTED LIENS**

**NONE**