

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM789354

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Cybertek Systems, LLC		02/15/2023	Limited Liability Company: TENNESSEE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MidCap Business Credit LLC		
<b>Street Address:</b>	433 South Main Street		
<b>City:</b>	West Hartford		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06110		
<b>Entity Type:</b>	Limited Liability Company: TEXAS		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4239054	SMART GEL	
<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>	617-742-4200		
<b>Email:</b>	jtm@riw.com		
<b>Correspondent Name:</b>	Brian T. Garrity, Esq.		
<b>Address Line 1:</b>	255 State Street		
<b>Address Line 2:</b>	7th Floor		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02109		
<b>NAME OF SUBMITTER:</b>	Brian T. Garrity, Esq.		
<b>SIGNATURE:</b>	/s/ Brian T. Garrity		
<b>DATE SIGNED:</b>	02/23/2023		
<b>Total Attachments: 7</b>			
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## TRADEMARK SECURITY AGREEMENT

THIS SECURITY AGREEMENT is entered into as of February 15, 2023, by and between Cybertek Systems, LLC, a Tennessee limited liability corporation having its principal place of business at 6050 Dana Way, Suite 100, Antioch, Tennessee 37013 (the "**Guarantor**"), and MidCap Business Credit LLC, a Texas limited liability company, with a usual place of business at 433 South Main Street, West Hartford, Connecticut 06110 ("**Lender**").

NOW THEREFORE, in consideration of the premises, Borrower hereby agrees with Lender as follows:

**1. Grant of Security Interest.** Borrower hereby grants to Lender a first priority security interest in, and conditionally assigns, but does not transfer title to Lender, all of Borrower's right, title and interest in and to the following (collectively, the "**Collateral**") to secure payment and performance of all obligations of Borrower to Lender whether such obligations are direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising, including without limitation, those liabilities of Borrower to Lender pursuant to a Loan and Security Agreement (All Assets), dated on or about the date hereof, between Lender and Borrower, as amended from time to time (the "**Loan Agreement**") (collectively, the "**Obligations**").

The Collateral shall consist of the following:

(a) Each of the trademarks, and rights and interests protectible as trademarks, which are presently, or in the future may be, owned, created, acquired or used (whether pursuant to a license or otherwise) by Borrower, in whole or in part, and all trademark rights with respect thereto throughout the world, including all proceeds thereof (including license royalties and proceeds of infringement suits), and rights to renew and extend such trademarks and trademark rights;

(b) All of Borrower's right, title and interest, in and to the trademarks and trademark registrations listed on Schedule A attached hereto, as the same may be updated hereafter from time to time;

(c) All of Borrower's right, title and interest to register trademark claims under any state or federal trademark law or regulation of any foreign country, and to apply for, renew and extend the trademark registrations and trademark rights, the right (without obligation) to sue or bring opposition or cancellation proceedings in the name of Borrower or in the name of Lender for past, present and future infringements of the trademarks, registrations or trademark rights and all rights (but not obligations) corresponding thereto in the United States and any foreign country, and the associated goodwill;

(d) All general intangibles and goodwill relating to the Collateral; and

(e) All proceeds of any and all of the foregoing (including, without limitation, license royalties and proceeds of infringement suits) and, to the extent not otherwise included, all

payments under insurance, or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the Collateral.

**2. Warranties and Representations.** Borrower hereby warrants and represents to Lender the following:

(a) A true and complete schedule setting forth all federal and state trademark registrations owned or controlled by Borrower or licensed to Borrower, together with a summary description and full information in respect of the filing or issuance thereof and expiration dates is set forth on Schedule A;

(b) Each of the trademarks and trademark registrations is valid and enforceable, and Borrower is not presently aware of any past, present or threatened claim by any third party that any of the trademarks are invalid or unenforceable, or that the use of any trademarks violates the rights of any third person, or of any basis for any such claims;

(c) Borrower is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the trademarks and trademark registrations free and clear of any liens, charges and encumbrances, including, without limitation, pledges, assignments, licenses, shop rights and covenants by Borrower not to sue third persons;

(d) Borrower has used and will continue to use proper statutory notice in connection with its use of each of the trademarks;

(e) Borrower has used and will continue to use consistent standards of high quality (which may be consistent with Borrower's past practices) in the manufacture, sale and delivery of products and services sold or delivered under or in connection with the trademarks, including, to the extent applicable, in the operation and maintenance of its merchandising operations, and will continue to maintain the validity of the trademarks;

(f) Except for the filing of financing statements with the Secretary of State of Tennessee under the Uniform Commercial Code and filings with the United States Patent and Trademark Office necessary to perfect the security interests created hereunder, to Borrower's knowledge no authorization, approval or other action by, and no notice to or filing with, any governmental authority or regulatory body is required either for the grant by Borrower of the security interest hereunder or for the execution, delivery or performance of this Agreement by Borrower or for the perfection of or the exercise by Lender of its rights hereunder to the Collateral in the United States.

**3. After-Acquired Trademark Rights.** If Borrower shall obtain rights to any new trademarks, the provisions of this Agreement shall automatically apply thereto. Borrower shall give prompt notice in writing to Lender with respect to any such new trademarks or renewal or extension of any trademark registration. Borrower shall bear any expenses incurred in connection with future applications for trademark registration.

**4. Litigation and Proceedings.** Borrower shall commence and diligently prosecute in its own name, as the real party in interest, for its own benefit, and its own expense, such suits,

administrative proceedings or other actions for infringement or other damages as are in its reasonable business judgment necessary to protect the Collateral. Borrower shall provide to Lender any information with respect thereto requested by Lender. Lender shall provide at Borrower's expense all necessary cooperation in connection with any such suit, proceeding or action, including, without limitation, joining as a necessary party. Following Borrower's becoming aware thereof, Borrower shall notify Lender of the institution of, or any adverse determination in, any proceeding in the United States Patent and Trademark Office, or any United States, state or foreign court regarding Borrower's claim of ownership in any of such trademarks, its right to apply for the same, or its right to keep and maintain such trademark rights.

**5. Power of Attorney.** Borrower grants Lender power of attorney, having the full authority, and in the place of Borrower and in the name of Borrower, from time to time in Lender's discretion following the occurrence and continuation of an Event of Default (as defined in the Loan Agreement) to take any action and to execute any instrument which Lender may deem necessary or advisable to accomplish the purposes of this Agreement, including, without limitation, as may be subject to the provisions of the Loan Agreement:

(a) To endorse Borrower's name on all applications, documents, papers and instruments necessary for Lender to use or maintain the Collateral;

(b) To ask, demand, collect, sue for, recover, impound, receive and give acquittance and receipts for money due or to become due under or in respect of any of the Collateral;

(c) To file any claims or take any action or institute any proceedings that Lender may deem necessary or desirable for the collection of any of the Collateral or otherwise to enforce Lender's rights with respect to any of the Collateral and to assign, pledge, convey or otherwise transfer title in or dispose of the Collateral to any person.

**6. Right to Inspect.** Borrower grants to Lender and its employees and agents the right to visit Borrower's plants and facilities which manufacture, inspect or store products sold under any of the trademarks, and to inspect the products and quality control records relating thereto at reasonable times during regular business hours. Absent an Event of Default, all such inspections shall be at Lender's expense

**7. Events of Default; Remedies.** Upon the occurrence and continuance of an Event of Default (as defined in the Loan Agreement), Lender may exercise any other remedies set forth in the Loan Agreement.

**8. [Reserved]**

**9. Governing Law.** All acts and transactions hereunder and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the Commonwealth of Massachusetts.

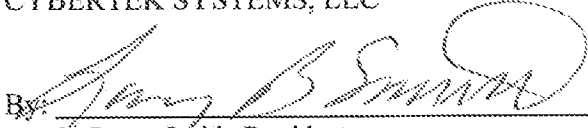
**10. Electronic Signature/Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be effective upon delivery and, thereafter, shall be deemed to be an original, and all of which shall be taken as one and the same instrument with the same

effect as if each party hereto had signed on the same signature page. Any signature page of this Agreement may be detached from any counterpart of this Agreement without impairing the legal effect of any signature thereto and may be attached to another part of this Agreement identical in form hereto and having attached to it one or more additional signature pages. This Agreement may be transmitted by facsimile machine or by electronic mail in portable document format ("pdf") and signatures appearing on faxed instruments and/or electronic mail instruments shall be treated as original signatures. Any party delivering an executed counterpart of this Agreement by facsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Agreement, but the failure to deliver an original executed counterpart shall not affect the validity, enforceability or binding effect hereof.

*[Signature Page to Follow]*

IN WITNESS WHEREOF, the Guarantor and Lender have caused this Agreement to be executed by their duly authorized officers as of the date first above written.

CYBERTEK SYSTEMS, LLC

By:   
L. Bryan Smith, President

Address: 6050 Dana Way, Suite 100  
Antioch, TN 37013

Telephone: 615 226 9650  
Telecopier: None  
Email: bsmith@southerlandsleep.com

MIDCAP BUSINESS CREDIT LLC

By: \_\_\_\_\_  
Steven A. Samson, President

Address: 433 South Main Street  
West Hartford, CT 06110

Telephone: 860.503.1629  
Telecopies: 800.217.0500  
Email: ssamson@midcap.com

*[Signature Page Trademark Security Agreement]*

IN WITNESS WHEREOF, the Guarantor and Lender have caused this Agreement to be executed by their duly authorized officers as of the date first above written.

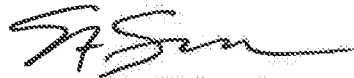
CYBERTEK SYSTEMS, LLC

By: \_\_\_\_\_  
L. Bryan Smith, President

Address: 6050 Dana Way, Suite 100  
Antioch, TN 37013

Telephone: \_\_\_\_\_  
Telecopier: None  
Email: bsmith@southerlandsleep.com

MIDCAP BUSINESS CREDIT LLC

By:  \_\_\_\_\_  
Steven A. Samson, President

Address: 433 South Main Street  
West Hartford, CT 06110

Telephone: 860.503.1629  
Telecopies: 800.217.0500  
Email: ssamson@midcap.com

*[Signature Page Trademark Security Agreement]*



**SCHEDULE A  
TO A TRADEMARK SECURITY AGREEMENT  
BETWEEN  
CYBERTEK SYSTEMS, LLC (GUARANTOR)  
AND  
MIDCAP BUSINESS CREDIT LLC (LENDER)**

**FEBRUARY 15, 2023**

**REGISTERED TRADEMARKS (USA)**

<b>Trademark</b>	<b>Registration No.</b>	<b>Issue Date</b>
SMART GEL	4239054	November 6, 2012

**REGISTRATION PENDING FOR TRADEMARKS (USA)**

NONE