

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM816074

<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>
Halo Innovations, Inc.		06/08/2023	Corporation: MINNESOTA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MidCap Funding IV Trust, as Agent		
<b>Street Address:</b>	7255 Woodmont Avenue, Suite 300		
<b>Internal Address:</b>	c/o MidCap Financial Services, LLC		
<b>City:</b>	Bethesda		
<b>State/Country:</b>	MARYLAND		
<b>Postal Code:</b>	20814		
<b>Entity Type:</b>	statutory trust: DELAWARE		
<b>PROPERTY NUMBERS Total: 18</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	7050142	SAFE SLEEP MADE EASIER	
<b>Registration Number:</b>	6531909	INTELLITHREAD	
<b>Registration Number:</b>	7000921	SLEEPSURE	
<b>Registration Number:</b>	5985239	HALO DREAMNEST	
<b>Registration Number:</b>	5875231	DREAMNEST	
<b>Registration Number:</b>	5706706	THE ORIGINAL WEARABLE BLANKET	
<b>Registration Number:</b>	5336866	SNOOZYPOD	
<b>Registration Number:</b>	4778523	HALO BASSINEST	
<b>Registration Number:</b>	5830798	HALO	
<b>Registration Number:</b>	5834972	HALO	
<b>Registration Number:</b>	4664202	BASSINEST	
<b>Registration Number:</b>	3518407	BACK IS BEST	
<b>Registration Number:</b>	3302138	THE SAFER WAY TO SLEEP	
<b>Registration Number:</b>	3176761	SAFE DREAMS	
<b>Registration Number:</b>	3589765	HALO	
<b>Registration Number:</b>	3582012	HALO	
<b>Registration Number:</b>	3765713	SLEEPSACK	
<b>Registration Number:</b>	2809073	HALO	

OP \$465.00 7050142

**CORRESPONDENCE DATA****Fax Number:** 3128637867*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:** 3128637267**Email:** jaclyn.di.grande@goldbergkohn.com**Correspondent Name:** Jaclyn Di Grande - Paralegal**Address Line 1:** Goldberg Kohn Ltd.**Address Line 2:** 55 E Monroe St., Ste 3300**Address Line 4:** Chicago, ILLINOIS 60603

<b>ATTORNEY DOCKET NUMBER:</b>	6605.107
<b>NAME OF SUBMITTER:</b>	Jaclyn Di Grande
<b>SIGNATURE:</b>	/jaclyn di grande/
<b>DATE SIGNED:</b>	06/08/2023

**Total Attachments: 12**

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## TRADEMARK SECURITY AGREEMENT

**THIS TRADEMARK SECURITY AGREEMENT** (the "**Agreement**") made as of June 8, 2023, by HALO INNOVATIONS, INC., a Minnesota corporation ("**Grantor**") in favor of MIDCAP FUNDING IV TRUST, a Delaware statutory trust, as administrative agent for the Lenders party to the Credit Agreement (defined below) (together with its successors and assigns, "**Grantee**"):

### RECITALS

A. Grantor, certain Affiliates of Grantor, Grantee and Lenders are parties to that certain Credit and Security Agreement dated as of the date hereof (as the same may be amended, restated, supplemented, or otherwise modified from time to time, the "**Credit Agreement**"), providing for extension of credit to be made to Grantor and/or one of its Affiliates by Lenders.

B. Pursuant to the terms of the Credit Agreement and certain other Security Documents now and/or hereafter executed by Grantor in favor of Grantee, Grantor has granted to Grantee, for the benefit of Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired: (i) trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, service marks, logos and other source or business identifiers, and the goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith (other than any "intent to use" trademark applications to the extent that, and solely during the period in which, the grant, attachment or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications), whether in the United States Patent and Trademark Office, the Canadian Intellectual Property Office or in any similar office or agency of the United States or Canada, any state, province or territory thereof or any other country or any political subdivision thereof, or otherwise and (ii) all renewals thereof ((i) and (ii), collectively, "**Trademarks**"), (iii) any agreement, written or oral, providing for the grant by or to Grantor of any right to use any Trademark (collectively, the "**Trademark Licenses**"), (iv) the goodwill of the business symbolized by Grantor's Trademarks, and (v) all products and proceeds thereof, to secure the payment of all Obligations owing by Grantor or any other Credit Party under the Credit Agreement or other Security Document, in each case, other than Excluded Property.

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

1. Incorporation of Credit Agreement and Security Documents. The Credit Agreement and the Security Documents and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Credit Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, and without limiting any other grant of any security interest or

lien in any assets of Grantor provided for or created under any other Security Document, Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Credit Agreement and the other Security Documents of, a continuing security interest in Grantor's entire right, title and interest in and to the following other than Excluded Property (all of the following items or types of property other than Excluded Property being herein collectively referred to as the "**Trademark Collateral**"), whether now owned or existing and hereafter created, acquired or arising:

(a) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(b) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark, or (ii) injury to the goodwill associated with any Trademark.

3. Agreement to Deliver Supplements. If requested by Agent, Grantor shall (i) provide Grantee a listing of any new Trademark or Trademark License (including any new trademark application and any new trademark registered with respect to any trademark application previously listed on Schedule 1 hereto or on Schedule A to any other supplement delivered to Grantee in accordance with this paragraph, "**New Trademarks**") acquired during the fiscal month corresponding to such financial statement and (ii) deliver to Grantee a duly executed supplement to this Agreement in the form of Exhibit A hereto, listing all such New Trademarks on Schedule A thereto, pursuant to which Grantor shall grant and reconfirm the grant of a security interest in such New Trademarks and the proceeds thereof to Grantee to secure the Obligations, which such supplement may be and is intended by the parties to be filed with the United States Patent and Trademark Office and the Canadian Intellectual Property Office.

4. Representations and Warranties. Grantor hereby represents and warrants to Grantee and to the Lenders that Schedule 1 sets forth a full, complete and correct list of all issued Trademarks and pending trademark applications (other than any "intent to use" trademark applications), owned by Grantor as of the date hereof.

5. Events of Default and Remedies. Upon the occurrence of and during the continuance of any Event of Default, Grantee, in addition to all other rights, options, and remedies granted to Grantee under the Credit Agreement or any other Security Document, or otherwise available to Grantee at law or in equity, may exercise, either directly or through one or more assignees or designees, with respect to the Trademark Collateral all rights and remedies granted to it as a secured creditor under the Uniform Commercial Code as in effect in the State of New York from time to time.

6. GOVERNING LAW. THIS AGREEMENT AND ALL MATTERS RELATING HERETO OR ARISING HEREFROM (WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE), SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

7. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Agreement. Delivery of an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Agreement.

(Signature Pages Follow)

IN WITNESS WHEREOF, intending to be legally bound, Grantor has duly executed this Trademark Security Agreement as of the day and year first hereinabove set forth.

**GRANTOR:**

**HALO INNOVATIONS, INC.**, a Minnesota corporation

By: 

Name: Larry Nathan Lancy

Title: Chief Financial Officer

Accepted and agreed to as of the date first above written.

**GRANTEE:**

**MIDCAP FUNDING IV TRUST**, a Delaware statutory trust

By: Apollo Capital Management, L.P.,  
its investment manager

By: Apollo Capital Management GP,  
LLC, its general partner

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

Name: Maurice Amsellem

Title: Authorized Signatory

**Schedule 1**

**Trademarks**

<b>Country</b>	<b>MARK</b>	<b>SERIAL/ APPLICATION NUMBER</b>	<b>STATUS</b>	<b>REGISTRATION NUMBER</b>	<b>REGISTRATION DATE</b>
US	SAFE SLEEP MADE EASIER	90979500	Registered	7050142	5/9/23
US	INTELLITHREAD	90067254	Registered	6531909	10/19/21
US	SLEEPSURE	88910619	Registered	7000921	3/14/23
US	HALO DREAMNEST	87943631	Registered	5985239	2/11/20
US	DREAMNEST	87943595	Registered	5875231	10/1/19
US	THE ORIGINAL WEARABLE BLANKET	87507700	Registered	5706706	3/26/19
US	SNOOZYPOD	87233672	Registered	5336866	11/14/17
US	HALO BASSINEST	86268972	Registered	4778523	7/21/15
US	HALO	85830309	Registered	5830798	8/13/19
US	HALO	85830295	Registered	5834972	8/13/19
US	BASSINEST	85751352	Registered	4664202	12/30/14
US	BACK IS BEST	78892941	Registered	3518407	10/14/08
US	THE SAFER WAY TO SLEEP	78875709	Registered	3302138	10/2/07
US	SAFE DREAMS	78777242	Registered	3176761	11/28/06
US	HALO	77292956	Registered	3589765	3/17/09
US	HALO	76517247	Registered	3582012	3/3/09
US	SLEEPSACK	76444234	Registered	3765713	3/30/10
US	HALO	76289261	Registered	2809073	1/27/04
Canada	HALO BASSINEST SWIVEL SLEEPER & DESIGN 	1675122	Registered	TMA910097	8/3/15
Canada	BASSINEST	1622282	Registered	TMA935545	4/20/16
Canada	SWADDLE CHANGE	TMA888800	Registered	TMA888800	10/27/14
Canada	HEALTHY HIPS	TMA884228	Registered	TMA884228	8/18/14
Canada	HALO SLEEPSACK	TMA804173	Registered	TMA804173	8/11/11
Canada	HALO	TMA770187	Registered	TMA770187	6/21/10
Canada	DREAMWEAVE	TMA1154399	Registered	TMA1154399	11/30/22
Canada	Safe Sleep Made Easier	1366673	Registered	TMA1107223	8/19/21
Canada	ANABOLIC HALO & Design 	1366672	Registered	TMA745031	8/11/09



**Trademark Licenses**

**Trademark Applications**

<b>Country</b>	<b>MARK</b>	<b>APPLICATION NUMBER</b>	<b>APPLICATION DATE</b>
Canada	EASYSWAY	1951792	3/15/19
Canada	SWADDLESURE	2201162	7/29/22
Canada	BASSINEST FLEX	2165803	1/6/22
Canada	SAFE SLEEP MADE EASIER	2100095	4/15/21
Canada	SAFE SLEEP FOR BABY. PEACEFUL REST FOR YOU.	2100113	4/15/21
Canada	INTELLITHREAD	2077807	1/15/21
Canada	SLEEPSURE	2062263	11/5/20

**EXHIBIT A**

**SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT**

**THIS SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT** (the "**Supplement**") made as of this \_\_\_ day of \_\_\_\_\_, 20\_\_ by [\_\_\_\_\_] a [\_\_\_\_\_] ("**Grantor**"), in favor of MIDCAP FUNDING IV TRUST, a Delaware statutory trust, in its capacity as Agent for the Lenders party to the Credit Agreement (as defined in the Trademark Agreement) (together with its successors and assigns, "**Grantee**");

W I T N E S S E T H:

**WHEREAS**, Grantor, certain Affiliates of Grantor, Grantee and certain financial institutions are parties to that certain Credit and Security Agreement dated as of June 8, 2023 (as the same heretofore may have been and hereafter may be amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**");

**WHEREAS**, Grantor and Grantee are parties to a certain Trademark Security Agreement dated as of June 8, 2023 (as the same heretofore may have been and hereafter may be amended, restated, supplemented or otherwise modified from time to time, the "**Trademark Agreement**"); capitalized terms used herein but not otherwise defined shall have the meanings given thereto in the Trademark Agreement);

**WHEREAS**, pursuant to the terms of the Trademark Agreement, Grantor has granted to Grantee to secure the Obligations a security interest in and to all of Grantor's now existing and hereafter New Trademarks and all proceeds thereof; and

**WHEREAS**, also pursuant to the Trademark Agreement, Grantor has agreed that in connection with the acquisition by Grantor of any New Trademarks, Grantor shall deliver to Grantee a Supplement to the Trademark Agreement in the form of Exhibit A to such Trademark Agreement pursuant to which Grantor shall grant and reconfirm the grant by them of a security interest in all such New Trademarks and the proceeds thereof, which such Supplement may be and is intended by the parties to be filed with the United States Trademark Office and the Canadian Intellectual Property Office.

**NOW, THEREFORE**, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, and with the foregoing background and recitals incorporated by reference, Grantor agrees as follows:

1. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, and without limiting any other grant of any security interest or lien in any assets of Grantor provided for or created under the Credit Agreement or any other Security Document, Grantor hereby grants to Grantee, for its benefit and the benefit of the Lenders, and hereby reaffirms its prior grant pursuant to the Credit Agreement and the other Security Documents, specifically including the Trademark Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the New Trademarks listed on Schedule A to this Supplement, including any reissues, continuations or extensions thereof, and all of the goodwill of

the business connected with the use of, and symbolized by, each Trademark, and all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark, and agrees that all such New Trademarks and the proceeds thereof shall be included in and be part of the Trademark Collateral and otherwise subject to all of the terms and provisions of the Trademark Agreement.

2. Representations and Warranties. Grantor hereby represents and warrants to Grantee and to the Lenders that Schedule A sets forth a full, complete and correct list of all issued New Trademarks and pending applications for Trademarks owned by Grantor as of the date hereof that were not (i) listed on the Schedule 1 delivered in connection with the original Trademark Agreement or (ii) listed on the Schedule A delivered in connection with any Supplement to the Trademark Agreement delivered by Grantor to Grantee prior to the date hereof.

3. Incorporation of the Trademark Agreement. The terms and provisions of the Trademark Agreement are hereby incorporated by reference and this Supplement shall be considered an amendment and supplement to and part of the Trademark Agreement, all of the provisions of which Trademark Agreement are and remain in full force and effect. Any reference after the date hereof in any Financing Document to the Trademark Agreement shall be a reference to the Trademark Agreement as amended and supplemented by this Supplement.

4. GOVERNING LAW. THIS SUPPLEMENT AND ALL MATTERS RELATING HERETO OR ARISING HEREFROM (WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE), SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

8. This Supplement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Supplement. Delivery of an executed counterpart of this Supplement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Supplement.

*[Signatures on Following Page]*

**IN WITNESS WHEREOF**, intending to be legally bound, the undersigned have duly executed this Supplement to the Trademark Security Agreement as of the day and year first hereinabove set forth.

**GRANTOR:**

[ \_\_\_\_\_ ], a [ \_\_\_\_\_ ]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Accepted and agreed to as of the date first above written.

**GRANTEE:**

**MIDCAP FUNDING IV TRUST**, a Delaware  
statutory trust

By: Apollo Capital Management, L.P.,  
its investment manager

By: Apollo Capital Management GP,  
LLC, its general partner

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

Name: \_\_\_\_\_

Title: Authorized Signatory

**SCHEDULE A TO SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT  
DATED \_\_\_\_\_**

**Trademark Applications**

<b>Trademark/Service Mark</b>	<b>Serial Number</b>	<b>Filing Date</b>	<b>Goods/Services</b>

**Trademarks**

<b>Trademark/Service Mark</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Goods/Services</b>