

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI68911

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JTL Enterprises Inc.		12/05/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Company Name:	First-Citizens Bank & Trust Company		
Street Address:	11 West 42nd Street		
Internal Address:	101 California Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	Corporation: NORTH CAROLINA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	97295936	CRYOLOUNGE+	
Registration Number:	1819454	AQUAMED	
Registration Number:	2593234	HYDROMASSAGE	
Registration Number:	3536756	HYDROMASSAGE	
Registration Number:	4699570	THE HYDROMASSAGE ZONE	
Registration Number:	7026674	RELAXSPACE	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	+1(415)591-1000		
Email:	TrademarksCH@winston.com		
Correspondent Name:	Becky L. Troutman		
Address Line 1:	101 California Street		
Address Line 4:	San Francisco, CALIFORNIA 94111		
ATTORNEY DOCKET NUMBER:	201054.00096		
NAME OF SUBMITTER:	MARK PARNABY		
SIGNATURE:	MARK PARNABY		

CH \$165.00.00 97295936

DATE SIGNED:

03/04/2024

Total Attachments: 13

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**Agreement**”) is made as of December 5, 2023 between each of the signatories hereto (collectively, the “**Grantors**”) in favor of **FIRST-CITIZENS BANK & TRUST COMPANY** (“**FCB**”), as collateral agent for the Secured Parties (in such capacity, the “**Collateral Agent**”) (as defined in the Pledge and Security Agreement referred to below).

RECITALS:

WHEREAS, reference is made to that certain Pledge and Security Agreement, dated as of December 5, 2023 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Pledge and Security Agreement**”), by and among the Grantors, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Pledge and Security Agreement, the Grantors have (i) as collateral security for the Secured Obligations, granted to the Collateral Agent a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the Collateral (as defined in the Pledge and Security Agreement), including, without limitation, certain Intellectual Property of the Grantors and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office, and other applicable Governmental Authorities.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, each Grantor and the Collateral Agent agree as follows:

Section 1. Grant of Security. As collateral security for the Secured Obligations, each Grantor hereby grants to the Collateral Agent a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the following:

(a) All United States and foreign patents and certificates of invention, or similar industrial property design or plant rights, for any of the foregoing, including, but not limited to: (i) all registrations, provisional and applications referred to in **Schedule 1** hereto; (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations therefor; (iii) all rights corresponding thereto throughout the world; (iv) all inventions and improvements described therein; (v) all rights to sue for past, present and future infringements thereof; (vi) all licenses, claims, damages, and proceeds of suit arising therefrom; and (vii) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the “**Patents**”).

(b) All United States, and foreign trademarks, trade names, service marks, certification marks, collective marks, logos, other source or business identifiers, all registrations and applications for any of the foregoing with the exception of “intent-to-use” applications for any of the foregoing 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, and including, but not limited to (i) the registrations and applications referred

to in **Schedule 1** hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business associated with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the **“Trademarks”**).

Section 2. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

Section 3. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (*i.e.*, “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.

Section 4. Governing Law. This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the law of the State of New York.

Section 5. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Pledge and Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Pledge and Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Pledge and Security Agreement or the Credit Agreement, the provisions of the Pledge and Security Agreement or the Credit Agreement shall govern.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, each Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

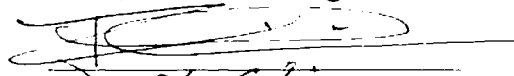
JTL ENTERPRISES INC.,
as a Grantor

By: *AM*
Name: Alison Minter
Title: Vice President

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 008360 FRAME: 0662

**FIRST-CITIZENS BANK & TRUST
COMPANY, as Collateral Agent**

By: 
Name: David Gilis
Title: MD

SCHEDULE 1 TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

1. Copyrights

None.

2. Patents

<u>Title</u>	<u>Country</u>	<u>Status</u>	<u>Appl. No.</u>	<u>Filing Date</u>	<u>Patent No.</u>	<u>Patent Date</u>	<u>Owner Name</u>
DRY HYDRO-THERAPY BODY MASSAGE APPARATUS WITH LOW PROFILE ENCLOSURE PANELS	United States of America	Granted	12/150638	30-Apr-2008	8088087	03-Jan-2012	JTL Enterprises, Inc.
APPARATUS FOR DRY HYDRO-THERAPY BODY MASSAGE OF A USER IN A SEATED POSITION	United States of America	Granted	12/157505	11-Jun-2008	8348871	08-Jan-2013	JTL Enterprises, Inc.
APPARATUS FOR DRY HYDRO-THERAPY BODY MASSAGE WITH FLUID SPRAY CONTROL DEVICE	United States of America	Granted	12/157544	11-Jun-2008	8348872	08-Jan-2013	JTL Enterprises, Inc.
APPARATUS FOR DRY HYDRO-THERAPY BODY MASSAGE OF A USER IN A SEATED POSITION	Canada	Granted	2727539	03-June-2009	2727539	21-May-2013	JTL Enterprises, Inc.
APPARATUS FOR DRY HYDRO-THERAPY BODY MASSAGE OF A USER IN A SEATED POSITION	France	Granted	2009762848 A	03-Jun-2009	2299963	06-Apr-2016	JTL Enterprises, Inc.
APPARATUS FOR DRY HYDRO-THERAPY BODY MASSAGE OF A USER IN A SEATED POSITION	Germany	Granted	200976284	03-Jun-2009	2299963	06-Apr-2016	JTL Enterprises, Inc.
APPARATUS FOR DRY HYDRO-THERAPY BODY MASSAGE OF A	United Kingdom	Granted	200976284	03-Jun-2009	2299963	06-Apr-2016	JTL Enterprises, Inc.

<u>Title</u>	<u>Country</u>	<u>Status</u>	<u>Appl. No.</u>	<u>Filing Date</u>	<u>Patent No.</u>	<u>Patent Date</u>	<u>Owner Name</u>
USER IN A SEATED POSITION							
APPARATUS FOR DRY HYDRO-THERAPY BODY MASSAGE OF A USER IN A SEATED POSITION	Austria	Granted	200976284	03-Jun-2009	2299963	06-Apr-2016	JTL Enterprises, Inc.
APPARATUS FOR DRY HYDRO-THERAPY BODY MASSAGE OF A USER IN A SEATED POSITION	Italy	Granted	200976284	03-Jun-2009	2299963	06-Apr-2016	JTL Enterprises, Inc.
APPARATUS FOR DRY HYDRO-THERAPY BODY MASSAGE OF A USER IN A SEATED POSITION	Netherlands	Granted	200976284	03-Jun-2009	2299963	06-Apr-2016	JTL Enterprises, Inc.
APPARATUS FOR DRY HYDRO-THERAPY BODY MASSAGE OF A USER IN A SEATED POSITION	Portugal	Granted	200976284	03-Jun-2009	2299963	06-Apr-2016	JTL Enterprises, Inc.
APPARATUS FOR DRY HYDRO-THERAPY BODY MASSAGE OF A USER IN A SEATED POSITION	Switzerland	Granted	200976284	03-Jun-2009	2299963	06-Apr-2016	JTL Enterprises, Inc.
APPARATUS FOR DRY HYDRO-THERAPY BODY MASSAGE OF A USER IN A SEATED POSITION	Spain	Granted	200976284	03-Jun-2009	2299963	06-Apr-2016	JTL Enterprises, Inc.
APPARATUS FOR DRY HYDRO-THERAPY BODY MASSAGE OF A USER IN A SEATED POSITION	Turkey	Granted	200976284	03-Jun-2009	2299963	06-Apr-2016	JTL Enterprises, Inc.
APPARATUS FOR DRY HYDRO-THERAPY BODY MASSAGE OF A USER IN A SEATED POSITION	Hong Kong	Granted	2011109449	07-Sep-2011	HK1155060	04-Nov-2016	JTL Enterprises, Inc.

<u>Title</u>	<u>Country</u>	<u>Status</u>	<u>Appl. No.</u>	<u>Filing Date</u>	<u>Patent No.</u>	<u>Patent Date</u>	<u>Owner Name</u>
APPARATUS FOR DRY HYDRO-THERAPY BODY MASSAGE	United States of America	Granted	29/682034	01-Mar-2019	D911536	23-Feb-2021	JTL Enterprises, Inc.
APPARATUS FOR DRY HYDRO-THERAPY BODY MASSAGE IN A RECLINED POSITION	United States of America	Published	16/800490	25-Feb-2020	20200276076	03-Sept-2020	JTL Enterprises, Inc.
Apparatus for Dry Hydro-Therapy Body Massage in a Reclined Position	Taiwan	Published	2020106546 A	27-Feb-2020	202045117	16-Dec-2020	JTL Enterprises, Inc.
Apparatus For Dry Hydro-Therapy Body Massage In A Reclined Position	Australia	Pending	2020228372	26-Feb-2020	2020228372	16-Sept-2021	JTL Enterprises, Inc.
Apparatus For Dry Hydro-Therapy Body Massage In A Reclined Position	Brazil	Published	BR112021016904-0	26-Aug-2021			JTL Enterprises, Inc.
Apparatus For Dry Hydro-Therapy Body Massage In A Reclined Position	Canada	Published	3131685	26-Feb-2020	3131685	03-Sept-2020	JTL Enterprises, Inc.
Apparatus For Dry Hydro-Therapy Body Massage In A Reclined Position	Mexico	Published	202110299	26-Aug-2021	2021010299	17-Feb-2022	JTL Enterprises, Inc.
Apparatus For Dry Hydro-Therapy Body Massage In A Reclined Position	Japan	Published	2021-550302	27-Aug-2021			JTL Enterprises, Inc.
Apparatus For Dry Hydro-Therapy Body Massage In A Reclined Position	Malaysia	Pending	PI2021004939	27-Aug-2021			JTL Enterprises, Inc.
Apparatus For Dry Hydro-Therapy Body Massage In A Reclined Position	European Patent Convention	Published	2020763725	26-Feb-2020	3930657	05-Jan-2022	JTL Enterprises, Inc.
Apparatus For Dry Hydro-Therapy Body Massage In A Reclined Position	Russian Federation	Published	2021127522	20-Sep-2021			JTL Enterprises, Inc.
Apparatus For Dry Hydro-Therapy Body Massage In A Reclined Position	Vietnam	Pending	1-2021-05940	23-Sep-2021			JTL Enterprises, Inc.
Apparatus For Dry Hydro-Therapy Body	India	Published	202117043358	24-Sep-2021			JTL Enterprises, Inc.

<u>Title</u>	<u>Country</u>	<u>Status</u>	<u>Appl. No.</u>	<u>Filing Date</u>	<u>Patent No.</u>	<u>Patent Date</u>	<u>Owner Name</u>
Massage In A Reclined Position							
Apparatus For Dry Hydro-Therapy Body Massage In A Reclined Position	Korea, Republic of	Published	10-2021-7030607	26-Feb-2020	2021134684	10-Nov-2021	JTL Enterprises, Inc.
Apparatus For Dry Hydro-Therapy Body Massage In A Reclined Position	China (People's Republic)	Published	202080031745	26-Feb-2020	113710212	26-Nov-2021	JTL Enterprises, Inc.
Recovery and Wellness Pod Apparatus	United States of America	Published	17/511914	27-Oct-2021	20220125674	28-Apr-2022	JTL Enterprises, Inc.
RECOVERY AND WELLNESS POD APPARATUS	United States of America	Pending	29/813261	27-Oct-2021			JTL Enterprises, Inc.
Recovery and Wellness Pod Apparatus	Taiwan	Published	110140164	28-Oct-2021			JTL Enterprises, Inc.
APPARATUS FOR COLD AND HEAT THERAPY	United States of America	Pending	29/835261	18-Apr-2022			JTL Enterprises, Inc.
Apparatus For Dry Hydro-Therapy Body Massage In A Reclined Position	Hong Kong	Published	62022054002.0	25-May-2022			JTL Enterprises, Inc.
Apparatus For Dry Hydro-Therapy Body Massage In A Reclined Position	Hong Kong	Published	62022056093.7	04-Jul-2022			JTL Enterprises, Inc.
APPARATUS FOR COLD AND HEAT THERAPY IN A RECLINED POSITION	United States of America	Published	18/095796	11-Jan-2023	20230218429	13-Jul-2023	JTL Enterprises, Inc.
APPARATUS FOR COLD AND HEAT THERAPY IN A RECLINED POSITION	Patent Cooperation Treaty	Published	PCT/US2023/10659	12-Jan-2023	2023137092	20-Jul-2023	JTL Enterprises, Inc.
RECOVERY AND WELLNESS APPARATUS	United States of America	Pending	18/102307	27-Jan-2023			JTL Enterprises, Inc.
Recovery and Wellness Pod Apparatus	Canada	Published	3196585	28-Oct-2021	3196585	05-May-2022	JTL Enterprises, Inc.
Recovery and Wellness Pod Apparatus	Mexico	Published	MX/a/2023/005017	27-Apr-2023			JTL Enterprises, Inc.
Recovery and Wellness Pod Apparatus	European Patent Convention	Published	21887476	28-Oct-2021	4236899	06-Sep-2023	JTL Enterprises, Inc.

<u>Title</u>	<u>Country</u>	<u>Status</u>	<u>Appl. No.</u>	<u>Filing Date</u>	<u>Patent No.</u>	<u>Patent Date</u>	<u>Owner Name</u>
Recovery and Wellness Pod Apparatus	Australia	Pending	2021371161	28-Oct-2021	2021371161	22-Jun-2023	JTL Enterprises, Inc.

3. Trademarks¹

<u>Trademark</u>	<u>Country</u>	<u>Status</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Owner Name</u>
AQUAMED	United States of America	Registered	74/241068	28-Jan-1992	1819454	01-Feb-1994	JTL Enterprises, Inc.
HYDROMASSAGE	United States of America	Registered	76/196539	16-Jan-2001	2593234	09-Jul-2002	JTL Enterprises, Inc.
HYDROMASSAGE	Canada	Registered	1391438	15-Apr-2008	TMA780734	26-Oct-2010	JTL Enterprises, Inc.
HYDROMASSAGE	United States of America	Registered	77/449251	16-Apr-2008	3536756	25-Nov-2008	JTL Enterprises, Inc.
AQUAMED	Canada	Registered	1394643	08-May-2008	TMA756963	13-Jan-2010	JTL Enterprises, Inc.
THE HYDROMASSAGE ZONE	United States of America	Registered	86/352419	30-Jul-2014	4699570	10-Mar-2015	JTL Enterprises, Inc.
HYDROMASSAGE	Egypt	Registered	1233298	06-Oct-2014	1233298	06-Oct-2014	JTL Enterprises, Inc.
HYDROMASSAGE	Int'l Registration - Madrid Protocol Only	Registered	1233298	06-Oct-2014	1233298	06-Oct-2014	JTL Enterprises, Inc.

¹ The following "intent-to-use" trademark applications have been omitted from the schedule: Serial Nos. 97295936; 97295928; and 97295919.

<u>Trademark</u>	<u>Country</u>	<u>Status</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Owner Name</u>
HYDROMASSAGE	Morocco	Registered	1233298	06-Oct-2014	1233298	06-Oct-2014	JTL Enterprises, Inc.
HYDROMASSAGE	Singapore	Registered	1233298	06-Oct-2014	1233298	06-Oct-2014	JTL Enterprises, Inc.
HYDROMASSAGE	Switzerland	Registered	1233298	06-Oct-2014	1233298	06-Oct-2014	JTL Enterprises, Inc.
HYDROMASSAGE	Turkey	Registered	1233298	06-Oct-2014	1233298	26-Nov-2015	JTL Enterprises, Inc.
HYDROMASSAGE	Ukraine	Registered	1233298	06-Oct-2014	1233298	06-Oct-2014	JTL Enterprises, Inc.
HYDROMASSAGE	Vietnam	Registered	1233298	06-Oct-2014	1233298	06-Oct-2014	JTL Enterprises, Inc.
RELAXSPACE	United States of America	Registered	90/594326	22-Mar-2021	7026674	11-Apr-2023	JTL Enterprises, Inc.

<u>Trademark</u>	<u>Country</u>	<u>Status</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Owner Name</u>
CRYOLOUNGE+	European Union (Community)	Registered	018754509	31-Aug-2022	018754509	24-Feb-2023	JTL Enterprises, Inc.
CRYOLOUNGE+	United Kingdom	Registered	00003825127	31-Aug-2022	00003825127	25-Nov-2022	JTL Enterprises, Inc.
CRYOLOUNGE+	Mexico	Pending	2810048	31-Aug-2022			JTL Enterprises, Inc.
WELLNESSSPACE	European Union (Community)	Pending	018754001	31-Aug-2022			JTL Enterprises, Inc.
WELLNESSSPACE	United Kingdom	Registered	00003825099	31-Aug-2022	00003825099	25-Nov-2022	JTL Enterprises, Inc.
WELLNESSSPACE	Mexico	Pending	2810041	31-Aug-2022			JTL Enterprises, Inc.
WELLNESSSPACE	Mexico	Registered	2810046	31-Aug-2022	2503738	03-Feb-2023	JTL Enterprises, Inc.
WELLNESSSPACE BRANDS	United States	Pending	97295928	4-Mar-2022			JTL Enterprises, Inc.
HYDROMASSAGE	United States	Registered	77449251	16-Apr-2008	3536756	25-Nov-2008	JTL Enterprises, Inc.
CRYOLOUNGE+	United States	Pending	97295936	4-Mar-2022			JTL Enterprises, Inc.

<u>Trademark</u>	<u>Country</u>	<u>Status</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Owner Name</u>
WELLNESSSPACE	United States	Pending	97295919	4 - Mar-2022			JTL Enterprises, Inc.