

D 9



09/16/2019

Form PTO-1594 (Rev. 6-12)  
OMB Collection 0651-0027 (exp. 04/30/2018)

CE  
Ice



RECORDATION COVER  
TRADEMARKS O

103680790

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**  
Norma Tec Industries, L.P.

Individual(s)       Association  
 Partnership       Limited Partnership  
 Corporation- State: \_\_\_\_\_  
 Other \_\_\_\_\_

Citizenship (see guidelines) Delaware

Additional names of conveying parties attached?  Yes  No

**2. Name and address of receiving party(ies)**  Yes  
 No

Additional names, addresses, or citizenship attached?

Name: Webster Bank, N.A.

Street Address: 100 Federal Street

City: Boston

State: MA

Country: USA Zip: 02110

Individual(s) Citizenship \_\_\_\_\_  
 Association Citizenship \_\_\_\_\_  
 Partnership Citizenship \_\_\_\_\_  
 Limited Partnership Citizenship \_\_\_\_\_  
 Corporation Citizenship \_\_\_\_\_  
 Other Bank \_\_\_\_\_ Citizenship USA

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
 (Designations must be a separate document from assignment)

**3. Nature of conveyance/Execution Date(s) :**

Execution Date(s) September 6, 2019

Assignment       Merger  
 Security Agreement       Change of Name  
 Other Pledge and Collateral Assignment of Trademarks

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s)  
None

B. Trademark Registration No.(s)  
see Exhibit A

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):  
see Exhibit A

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: James H. Cohen

Internal Address: Looney Cohen & Aisenberg LLP

Street Address: 33 Broad Street  
6th Floor

City: Boston

State: MA Zip: 02109

Phone Number: 617-371-1050

Docket Number: \_\_\_\_\_

Email Address: lcohen@lca-llp.com

**6. Total number of applications and registrations involved:** 5

**7. Total fee (37 CFR 2.6(b)(6) & 3.41)** \$140.00

Authorized to be charged to deposit account  
 Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:** [Signature]  
James H. Cohen  
 Signature

Name of Person Signing

Date: 09/06/2019

Total number of pages including cover sheet, attachments, and document: 6

Documents to be recorded (including cover sheet) should be faxed to (871) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**Exhibit A**

**Trademarks**

**Trademark Registration Numbers:**

4316468

4317150

4317152

4448788

4945852

**Identification of Trademark:**

Normal Healing Through Technology

Train Harder Recover Faster Perform Better

NormaTec

Created by Scientists, Perfected by Athletes

Fresh Legs Faster

## PLEDGE AND COLLATERAL ASSIGNMENT OF TRADEMARKS

THIS Pledge and Collateral Assignment of Trademarks ("Pledge") is made as of the 6<sup>th</sup> day of September 2019 by **NormaTec Industries, LP**, a Delaware limited partnership ("Pledgor"), with an address of 480 Pleasant Street, Suite A200, Watertown, MA 02472, to **Webster Bank, N.A.** ("Lender"), with an address of 100 Franklin Street, Boston, MA 02110.

Whereas, the Lender is loaning the Pledgor, together with NormaTec Holdings, LLC and NormaTec GP, Inc. (collectively, the "Borrower") a maximum principal amount of Three Million and 00/100 Dollars (\$3,000,000.00) to be repaid as stated in a certain Revolving Line of Credit Promissory Note dated as of even date herewith (the "Loan").

Whereas, in addition to certain other collateral, the Lender is requiring that Pledgor grant a pledge of and security interest in all trademarks with respect to the Pledgor's business operations, including without limitation those certain trademarks registered with the United States Patent and Trademark Office (the "Trademark Office") as set forth on the attached Exhibit A, and all trademarks in which the Pledgor hereafter owns and the proceeds therefrom (the "Trademarks") as security for the repayment of the Loan and the full and faithful performance of all of the Pledgor's obligations pursuant thereto, as well as all other debts, covenants and agreements of or by the Pledgor to or for the benefit of the Lender now existing or hereafter accruing (the "Obligations").

Now therefore, Pledgor, for good and sufficient consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grants Lender a security interest in, and collaterally assigns to the Lender, all of the Pledgor's right, title and interest in and to the Trademarks. The Lender hereby acknowledges that the within Pledge and assignment is conditional only, and shall become an absolute assignment only upon Lender's exercise of its rights and remedies after an Event of Default as defined in the Loan Agreement (as defined hereafter).

1. The Pledgor hereby represents and warrants:

- (1) that it is the owner of the Trademarks, that the Trademarks contain all of Pledgor's trademarks registered with the Trademark Office, and that it has duly registered such Trademarks with the Trademark Office;
- (2) that each of said Trademarks has been duly registered with the Trademark Office and are valid;
- (3) that Pledgor is not the owner of any other registered trademarks, and shall notify the Lender within thirty (30) days of registering any other trademarks with the Trademark Office, and shall grant Lender a security interest to the Lender in such trademarks;
- (4) that it has not assigned, encumbered or pledged its interest in any of the Trademarks to any other party, except as permitted in accordance with the Loan Agreement;

(5) the Pledgor covenants to do all things reasonably necessary to defend such Trademarks against any improper use or infringement by any other party, and do all things necessary to maintain all Trademarks while any of the Obligations are outstanding; and

(6) that Pledgor shall deliver to Lender, within three (3) business days of receipt (a) any notices sent by, or sent to, the Trademark Office which may affect Lender's rights under this Pledge, or (b) any notices sent or received by Pledgor with respect to any alleged infringement or improper use of the Trademarks by any party.

2. Pledgor shall, at Pledgor's sole cost and expense, promptly execute and deliver, or cause the execution and delivery of, all certificates, instruments, and other documents and papers Lender may reasonably request in connection with the obtaining of any consent, approval, registration, qualification, or authorization of any governmental authority or of any other person or entity reasonably necessary or appropriate for the effective exercise of any rights or remedies under this Pledge. Without limiting the generality of the foregoing, Pledgor agrees that in the event Lender shall exercise Lender's rights to sell, transfer, or otherwise dispose of or take any other action in connection with any of the Trademarks pursuant to this Pledge or any other documents executed in connection with the Loans, Pledgor shall execute and deliver all applications, certificates, and other documents Lender may reasonably request, and, if requested by Lender, Pledgor shall otherwise promptly, fully and diligently cooperate with Lender and any other necessary persons, in making any application for the prior consent or approval of any governmental authority or any other person or entity in connection with the exercise by Lender of any of such rights relating to all or any part of the Trademarks. Pledgor agrees that Lender's remedy at law for failure of Pledgor to comply with the provisions of this Section would not be adequately compensable in damages, and Pledgor agrees that the covenants of this Section may be specifically enforced.

3. Upon an Event of Default as set forth in that certain Loan Agreement of even date herewith by and between Borrower and Lender (the "Loan Agreement"), Lender shall have all of the rights and remedies available under this Pledge, the Uniform Commercial Code, at law, and in equity. The commencement of any action, legal or equitable, or the rendering of any judgment or decree for deficiency shall not affect Lender's interest in the Trademarks until the Obligations have been fully paid and satisfied. No failure or delay on the part of Lender in exercising any right, power or privilege hereunder or under any document executed in connection with the Loans, and no course of dealing between Pledgor or any other person and Lender shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or under any other loan document preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder or thereunder. The rights and remedies provided in this Pledge are cumulative and not exclusive of any rights or remedies which Lender would otherwise have and may be exercised simultaneously. No notice to or demand on Pledgor in any case shall entitle Pledgor or any other person to any other or further notice or demand in similar or other circumstances or constitute a waiver of the rights of Lender to any other or further action in any circumstances without notice or demand. Lender has no obligation to preserve rights to the Trademarks against any other persons.

4. All rights and obligations hereunder shall be governed by, and construed and enforced in accordance with, the laws of the Commonwealth of Massachusetts. Pledgor and Lender hereby irrevocably submit to the nonexclusive jurisdiction of any state or federal court located in the Commonwealth of Massachusetts over any suit, action or proceedings arising out of or relating to this Pledge.

6. All rights of the Lender hereunder shall inure to the benefit of its successors and assigns, and all of the obligations of the Pledgor hereunder shall bind the Pledgor's successors and assigns.

7. If any provision hereof shall be invalid or unenforceable in any respect or in any jurisdiction, the remaining provisions hereof shall remain in full force and effect and shall be enforceable to the maximum extent permitted by law.

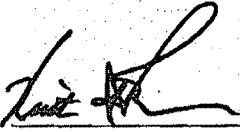
8. The Pledgor hereby irrevocably authorizes the Lender at any time and from time to time to file in any Uniform Commercial Code jurisdiction any initial financing statements and amendments thereto setting for the description of the collateral pledged herein and containing any other information required by part 5 of Article 9 of the Uniform Commercial Code of the State. The Pledgor agrees to furnish any such information to the Lender promptly upon request.

[Signature page follows]

Executed under seal as of this 6<sup>th</sup> day of September 2019.

**Pledgor:**  
**NormaTec Industries, LP**

By: NormaTec GP, Inc, its General Partner



---


Witness



---

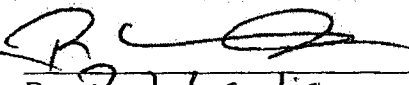
By: Gilad Jacobs  
Its: President and Chief Executive Officer

**Lender:**  
**Webster Bank, N.A.**



---

Witness



---

By: Rod Landis  
Its: Vice President, Sr Portfolio Mgr



# United States Patent and Trademark Office

*Office of the Chief Financial Officer*

Document Code:WFEE

User :77667

Sale Accounting Date:09/17/2019

Sale Item Reference Number  
4316468

Effective Date  
09/09/2019

Document Number	Fee Code	Fee Code Description	Amount Paid	Payment Method
I20199GA49192468	8521	RECORDING TRADEMARK	\$40.00	Check
I20199GA49192468	8522	ASSIGNMENT PER DOC FOR SECOND & SUBSEQUENT MARKS SAME DOC	\$100.00	Check