

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM684602

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

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Healthy Back Brand Holdings, LLC		10/29/2021	Limited Liability Company: DELAWARE
X-Chair, LLC		10/29/2021	Limited Liability Company: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	JPMorgan Chase Bank, N.A., as Administrative Agent
<b>Street Address:</b>	10 SOUTH DEARBORN
<b>City:</b>	CHICAGO
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60603
<b>Entity Type:</b>	National Banking Association: UNITED STATES

## PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
<b>Registration Number:</b>	5109923	NOT YOUR GRANDFATHER'S OFFICE CHAIR
<b>Registration Number:</b>	5183319	X-CHAIR
<b>Registration Number:</b>	5135963	TRAVEL PAL BY HEALTHY BACK
<b>Registration Number:</b>	1903158	THE HEALTHY BACK STORE
<b>Serial Number:</b>	90285011	DVL
<b>Serial Number:</b>	90284795	X-HMT
<b>Serial Number:</b>	90333370	THE HISTORY OF SITTING
<b>Serial Number:</b>	90284790	X-HMT

## CORRESPONDENCE DATA

Fax Number: 2149813400

*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: 214-981-3483

Email: dclark@sidley.com

Correspondent Name: Dusan Clark, Esq.

Address Line 1: Sidley Austin LLP

Address Line 2: 2021 McKinney Ave., Suite 2000

Address Line 4: Dallas, TEXAS 75201

TRADEMARK

<b>ATTORNEY DOCKET NUMBER:</b>	36084-30018
<b>NAME OF SUBMITTER:</b>	Dusan Clark
<b>SIGNATURE:</b>	/Dusan Clark/
<b>DATE SIGNED:</b>	10/29/2021

**Total Attachments: 4**

source=Healthy Back Brand Holdings - Confirmatory Grant of SI in Trademarks (Executed)#page1.tif

source=Healthy Back Brand Holdings - Confirmatory Grant of SI in Trademarks (Executed)#page2.tif

source=Healthy Back Brand Holdings - Confirmatory Grant of SI in Trademarks (Executed)#page3.tif

source=Healthy Back Brand Holdings - Confirmatory Grant of SI in Trademarks (Executed)#page4.tif

**CONFIRMATORY GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (the “Confirmatory Grant”) is made effective as of October 29, 2021 by and from Healthy Back Brand Holdings, LLC, a Delaware limited liability company (“HBBH”) and X-Chair, LLC, a Delaware limited liability company (“X-C”; and, together with HBBH, collectively, the “Grantors” and, each, individually, a “Grantor”), to and in favor of JPMORGAN CHASE BANK, N.A., (the “Grantee”) for itself and as Administrative Agent for the Secured Parties (as defined in the Credit Agreement referenced below).

WHEREAS, the Grantors and the Grantee have entered into a Joinder Agreement dated as of the date hereof (the “Joinder Agreement”), pursuant to which each Grantor will be joined as a Loan Party to that certain Amended and Restated Credit Agreement dated as of December 30, 2019 (as may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) among Exemplis LLC (the “Borrower”), the other Loan Parties party thereto, the Lenders party thereto and the Administrative Agent for the Lenders.

WHEREAS, the Grantors and the Grantee have entered into a Security Agreement Supplement dated as of the date hereof (the “Security Agreement Supplement”), pursuant to which each Grantor will be joined as a Grantor under that certain Pledge and Security Agreement dated as of December 23, 2016 (and as reaffirmed by the Credit Agreement, the “Security Agreement”), by and among the Borrower, the other Loan Parties party thereto, and the Administrative Agent.

WHEREAS, the Grantors own the trademarks listed on Exhibit A attached hereto (the “Trademarks”), which Trademarks are pending or registered with the United States Patent and Trademark Office.

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted to Grantee under the Security Agreement. The rights and remedies of Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meanings given to them in the Credit Agreement.

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the prompt and complete performance and payment of all the Secured Obligations. Upon Payment in Full, the security interest acquired by Grantee under this Confirmatory Grant shall be automatically released and Grantee shall promptly execute, acknowledge, and deliver to Grantors all reasonably requested instruments, in writing or otherwise, evidencing such release.

(b) The Grantors hereby grant to Grantee a security interest in all of Grantor's right, title and interest in and to (1) the Trademarks, (2) all proceeds and products of the Trademarks, (3) the goodwill associated with such Trademarks, and (4) all causes of action arising prior to or after the date hereof for infringement of the Trademarks or unfair competition regarding the same. Nothing herein shall limit the Grantors' grant of a security interest in the foregoing assets or any other Collateral in favor of the Grantee to secure the Secured Obligations pursuant to the Security Agreement or any other Collateral Documents, all of which grants are hereby reaffirmed, ratified and confirmed.

3) Counterparts. This Confirmatory Grant may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

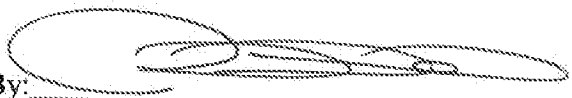
4) Governing Law. This Confirmatory Grant and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

\*\*\*\*\*

IN WITNESS WHEREOF, the Grantors have executed this Confirmatory Grant of Security Interest in United States Trademarks effective as of the date first written above.

**HEALTHY BACK BRAND HOLDINGS, LLC**

By: Exemplis LLC, its sole member

By: 

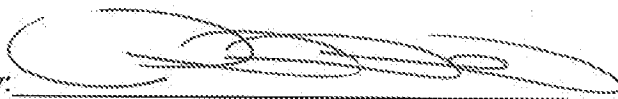
Name: Paul DeVries

Title: Chief Executive Officer

**X-CHAIR, LLC**

By: Healthy Back Brand Holdings, LLC, its sole member

By: Exemplis LLC, its sole member

By: 

Name: Paul DeVries

Title: Chief Executive Officer

CONFIRMATORY GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS

Exhibit A - SCHEDULE OF TRADEMARKS

TRADEMARKS

Name of Grantor	Trademark	Registration Date	Registration Number
X-Chair, LLC	NOT YOUR GRANDFATHER'S OFFICE CHAIR	12/27/2016	5109923
X-Chair, LLC	X-CHAIR	4/11/2017	5183319
Healthy Back Brand Holdings, LLC	TRAVEL PAL BY HEALTHY BACK	2/7/2017	5135963
Healthy Back Brand Holdings, LLC	THE HEALTHY BACK STORE	7/04/1995	1903158

TRADEMARK APPLICATIONS

Name of Grantor	Trademark Application	Application Filing Date	Application Serial Number
X-Chair, LLC	DVL	10/28/2020	90285011
X-Chair, LLC	X-HMT	10/28/2020	90284795
X-Chair, LLC	THE HISTORY OF SITTING	11/20/2020	90333370
X-Chair, LLC	X-HMT	10/28/2020	90284790