

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM763209

<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>
Embr Labs Inc.		10/17/2022	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Quiq Capital, LLC		
<b>Street Address:</b>	1030 Salem Road		
<b>City:</b>	Union		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	07083		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5822427	EMBR WAVE	
<b>Registration Number:</b>	5676695	EMBR	
<b>Registration Number:</b>	6247335	WAVE	
<b>Serial Number:</b>	97098940	EMBR	
<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>	2142263910		
<b>Email:</b>	kathleenmunoz@huntonak.com		
<b>Correspondent Name:</b>	Kathleen Munoz		
<b>Address Line 1:</b>	1445 Ross Avenue, Suite 3700		
<b>Address Line 4:</b>	Dallas, TEXAS 75202		
<b>NAME OF SUBMITTER:</b>	Kathleen Munoz		
<b>SIGNATURE:</b>	/Kathleen Munoz/		
<b>DATE SIGNED:</b>	10/24/2022		
<b>Total Attachments: 6</b>			
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of October 17, 2022 by and between **QUIQ CAPITAL, LLC**, a Delaware limited liability company, as Lender (as defined in the Loan and Security Agreement (as defined below) and **EMBR LABS INC.**, a Delaware corporation (“Grantor”).

### RECITALS

**A.** Lender has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the “Loans”) in the amounts and manner set forth in that certain Loan and Security Agreement by and between Lender and Grantor dated October 17, 2022 (as the same may be amended, modified or supplemented from time to time, the “Loan Agreement”). Capitalized terms used herein are used as defined in the Loan Agreement. Lender is willing to make the Loan to Grantor, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in certain Copyrights, Trademarks, Patents, and Mask Works to secure the obligations of Grantor under the Loan Agreement.

**B.** Pursuant to the terms of the Loan Agreement, Grantor has granted to Lender a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Lender a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Lender under the Loan Agreement. The rights and remedies of Lender with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Lender, as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Lender of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan

Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Lender, of any or all other rights, powers or remedies.

Grantor hereby authorizes Lender to file and/or record, in the relevant office(s), including the United States Patent and Trademark Office and the United States Copyright Office, this Intellectual Property Security Agreement and any and all amendments and/or modifications hereto, including to the Exhibits attached hereto from time to time, and other documents, without the signature of Grantor either in Lender's name or in the name of Lender as agent and attorney-in-fact for Grantor.

Sections 16 (Governing Law, Consent to Jurisdiction and Service) and 17 (Waiver of Jury Trial) of the Loan Agreement are incorporated herein by this reference as though set forth in full.

**GRANTOR:**

**EMBR LABS INC.,  
a Delaware corporation**

By: Elizabeth Gazda  
Name: Elizabeth Gazda  
Title: Chief Executive Officer

Address: 24 Roland Street, Suite 102, Boston, MA 02129  
Email: liz@embrlabs.com

**LENDER:**

**QUIQ CAPITAL, LLC, a Delaware limited  
liability company**

By: David Hartman  
Name: David Hartmann  
Title: Chief Operating Officer

Address: 1030 Salem Road, Union, NJ 07083  
Email: David@quiqcapital.com

EXHIBIT A  
COPYRIGHTS

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
Firmware source code		
Website and related copy		
Menopause white paper		
Mobile app copy		
Creative assets (TV commercial, print ads...)		
Conference posters		
Blog posts		

## EXHIBIT B

## PATENTS

<b>Description</b>	<b>Country</b>	<b>App/Patent #</b>	<b>File Date</b>
HAPTIC ACTUATORS AND THEIR METHODS OF USE	USA	16/129182	12-Sep-18
HAPTIC ACTUATORS AND THEIR METHODS OF USE	China	201880066303.X	12-Sep-18
HAPTIC ACTUATORS AND THEIR METHODS OF USE	European Patent Convention	18866152.4	12-Sep-18
HAPTIC ACTUATORS AND THEIR METHODS OF USE	Japan	2020-520229	12-Sep-18
HAPTIC ACTUATORS AND THEIR METHODS OF USE	USA	17/109790	2-Dec-20
METHODS AND SYSTEMS FOR DISSIPATING THERMAL LOADS IN WEARABLE DEVICES	USA	62/624465	31-Jan-18
METHODS AND SYSTEMS FOR DISSIPATING THERMAL LOADS IN WEARABLE DEVICES	PCT	PCT/US2019/013348	11-Jan-19
METHODS AND SYSTEMS FOR DISSIPATING THERMAL LOADS IN WEARABLE DEVICES	Japan	2020-541774	11-Jan-19
METHODS AND SYSTEMS FOR DISSIPATING THERMAL LOADS IN WEARABLE DEVICES	USA	16/962322	15-Jul-20
THERMAL AND VIBROTACTILE HAPTIC ACTUATORS	USA	62/791134	11-Jan-19
THERMAL AND VIBROTACTILE HAPTIC ACTUATORS	PCT	PCT/US2020/012311	6-Jan-20
THERMAL AND VIBROTACTILE HAPTIC ACTUATORS	USA	17/418079	24-Jun-21
THERMAL AND VIBROTACTILE HAPTIC ACTUATORS	European Patent Convention	20738439.7	6-Jan-20

LOW POWER THERMOELECTRIC SYSTEMS	USA	63/041724	19-Jun-20
LOW POWER THERMOELECTRIC SYSTEMS	USA	17/221088	2-Apr-21
LOW POWER THERMOELECTRIC SYSTEMS	PCT	PCT/US2021/025491	2-Apr-21
WEARABLE DEVICE	USA	D962929	3-Apr-20
WEARABLE DEVICE	Canada	198470	29-Sep-20
WEARABLE DEVICE	China	ZL202030598421.5	9-Oct-20
HEATING AND COOLING DEVICES	European Union	008183438-0001	24-Sep-20
WEARABLE DEVICE	Israel	65681	30-Sep-20
WEARABLE DEVICE	Japan	1696168	30-Sep-20
HEATING AND COOLING DEVICES	European Union	008183438-0002	24-Sep-20
HEATING AND COOLING DEVICES	European Union	008183438-0003	24-Sep-20
HEATING AND COOLING DEVICES	European Union	008183438-0004	24-Sep-20
HEATING AND COOLING DEVICES	United Kingdom	9008183438-0001	24-Sep-20
HEATING AND COOLING DEVICES	United Kingdom	9008183438-0002	24-Sep-20
HEATING AND COOLING DEVICES	United Kingdom	9008183438-0003	24-Sep-20
HEATING AND COOLING DEVICES	United Kingdom	9008183438-0004	24-Sep-20
WEARABLE DEVICE	China	202130344018.4	9-Oct-20
THERMALLY CONTROLLED FACE ENGAGING DEVICE	USA	63/041734	19-Jun-20
THERMALLY CONTROLLED FACE ENGAGING DEVICE	PCT	PCT/US2021/036955	11-Jun-21

## EXHIBIT C

## TRADEMARKS

Description	Country	Serial/Registration Number	File Date
EMBR	WIPO	1346248	12-Jan-17
EMBR	Australia	1847161	12-Jan-17
EMBR	Switzerland	1346248	12-Jan-17
EMBR	China	1346248	12-Jan-17
EMBR	European Union	1346248	12-Jan-17
EMBR	Israel	1346248	12-Jan-17
EMBR	India	1346248	12-Jan-17
EMBR	Japan	1346248	12-Jan-17
	Korea, Republic		
EMBR	of	1346248	12-Jan-17
EMBR	New Zealand	1067515	12-Jan-17
EMBR	Singapore	40201709910S	12-Jan-17
EMBR WAVE	USA	5822427	4-Oct-17
EMBR WAVE	WIPO	1429386	19-Mar-18
EMBR WAVE	Australia	1962843	19-Mar-18
EMBR WAVE	Switzerland	1429386	19-Mar-18
EMBR WAVE	China	1429386	19-Mar-18
EMBR WAVE	European Union	1429386	19-Mar-18
EMBR WAVE	Israel	1429386	19-Mar-18
EMBR WAVE	India	3982863	19-Mar-18
EMBR WAVE	Japan	1429386	19-Mar-18
	Korea, Republic		
EMBR WAVE	of	1429386	19-Mar-18
EMBR WAVE	New Zealand	1105208	19-Mar-18
EMBR WAVE	Philippines	1429386	19-Mar-18
EMBR WAVE	Singapore	1429386	19-Mar-18
EMBR	USA	5676695	1-Aug-16
WAVE	USA	6247335	4-Mar-20
EMBR	United Kingdom	81346248	12-Jan-17
EMBR WAVE	United Kingdom	81429386	19-Mar-18
EMBR	USA	97/098940	29-Oct-21