

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM866145

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Somnus Acquisition, LLC		01/05/2024	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	American National Bank		
Street Address:	903 Washington Avenue S		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55415		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	6431343	BEDJET	
Registration Number:	6974926	BEDJET	
Registration Number:	6974934		
Registration Number:	6974932	BEDJET	
Registration Number:	6489217	BEDJET	
Registration Number:	6431342		
Registration Number:	4679807	BEDJET	
CORRESPONDENCE DATA			
Fax Number:	6126046800		
<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:	612.604.6394		
Email:	mmiller@winthrop.com		
Correspondent Name:	MEGAN M. MILLER, ESQ.		
Address Line 1:	225 SOUTH SIXTH STREET, SUITE 3500		
Address Line 2:	WINTHROP & WEINSTINE, P.A.		
Address Line 4:	MINNEAPOLIS, MINNESOTA 55402		
ATTORNEY DOCKET NUMBER:	5554.87		
NAME OF SUBMITTER:	Megan M. Miller		

OP \$190.00 6431343

SIGNATURE:	/mmm/
DATE SIGNED:	01/05/2024
Total Attachments: 15 source=Executed Trademark Security Agreement Somnus to American Natl Bank Filed 01052024#page1.tif source=Executed Trademark Security Agreement Somnus to American Natl Bank Filed 01052024#page2.tif source=Executed Trademark Security Agreement Somnus to American Natl Bank Filed 01052024#page3.tif source=Executed Trademark Security Agreement Somnus to American Natl Bank Filed 01052024#page4.tif source=Executed Trademark Security Agreement Somnus to American Natl Bank Filed 01052024#page5.tif source=Executed Trademark Security Agreement Somnus to American Natl Bank Filed 01052024#page6.tif source=Executed Trademark Security Agreement Somnus to American Natl Bank Filed 01052024#page7.tif source=Executed Trademark Security Agreement Somnus to American Natl Bank Filed 01052024#page8.tif source=Executed Trademark Security Agreement Somnus to American Natl Bank Filed 01052024#page9.tif source=Executed Trademark Security Agreement Somnus to American Natl Bank Filed 01052024#page10.tif source=Executed Trademark Security Agreement Somnus to American Natl Bank Filed 01052024#page11.tif source=Executed Trademark Security Agreement Somnus to American Natl Bank Filed 01052024#page12.tif source=Executed Trademark Security Agreement Somnus to American Natl Bank Filed 01052024#page13.tif source=Executed Trademark Security Agreement Somnus to American Natl Bank Filed 01052024#page14.tif source=Executed Trademark Security Agreement Somnus to American Natl Bank Filed 01052024#page15.tif	

PATENT AND TRADEMARK SECURITY AGREEMENT

This Patent and Trademark Security Agreement is entered into as of this 5th day of January, 2024, by and between SOMNUS ACQUISITION, LLC, a Delaware limited liability company (the "Debtor"), and AMERICAN NATIONAL BANK, a national banking association ("Secured Party") pursuant to that certain Revolving Credit and Term Loan Agreement dated as of even date herewith among the Debtor, Secured Party and certain other parties (the "Credit Agreement"). Capitalized terms used herein without definition have the meanings provided in the Credit Agreement.

Whereas, the execution and delivery of this Agreement is a condition to the Secured Party entering into the Credit Agreement with Debtor;

Now, therefore, Debtor agrees with Secured Party as follows:

1. Definitions. All terms defined in the Credit Agreement that are not otherwise defined herein shall have the meanings stated in the Credit Agreement. In addition, the following terms have the meanings set forth below:

"Obligations" means each and every debt, liability and obligation of every type and description arising under or in connection with any Loan Document (as defined in the Credit Agreement) which the Debtor may now or at any time hereafter owe to the Secured Party, whether such debt, liability or obligation now exists or is hereafter created or incurred and whether it is or may be direct or indirect, due or to become due, absolute or contingent, primary or secondary, liquidated or unliquidated, independent, joint, several or joint and several.

"Patents" means all of the Debtor's right, title and interest in and to patents or applications for patents, fees or royalties with respect to each, and including without limitation the right to sue for past infringement and damages therefor, and licenses thereunder, all as presently existing or hereafter arising or acquired, including without limitation the patents listed on Exhibit A and any divisions, continuations, continuations-in-part, reissues or corresponding foreign patents and patent applications.

"Trademarks" means all of the Debtor's right, title and interest in and to trademarks, service marks, collective membership marks, any registrations or applications for registration therefor, together with the respective goodwill associated with each, fees or royalties with respect to each, including without limitation the right to sue for past infringement and damages therefor, and licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit B and any divisions or renewals thereof or corresponding foreign trademark registrations and applications.

2. Security Interest. The Debtor hereby irrevocably grants to the Secured Party a security interest, with power of sale to the extent permitted by law, (the "Security Interest") in the Patents and in the Trademarks to secure payment and performance of the Obligations. The Security Interest is coupled with a security interest in substantially all of the assets (without regard to real property) of the Debtor. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action

with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060.

3. Representations, Warranties and Agreements. Debtor hereby represents, warrants and agrees as follows:

(a) The Debtor has full power to and authority to make and deliver this Agreement. The execution, delivery and performance of this Agreement by the Debtor has been duly authorized by all necessary action of the Debtor's equity holders, and do not and will not violate the provisions of, or constitute a default under, any presently applicable law or its organizational documents or any agreement presently binding on it. This Agreement has been duly executed and delivered by the Debtor and constitutes the Debtor's lawful, binding and legally enforceable obligation. The correct legal name of the Debtor is as set forth at the beginning of this Agreement. Except for any financing statement required to be filed under the applicable Uniform Commercial Code (the "UCC") and any filing or recording of this Agreement in the U.S. Patent and Trademark Office, the authorization, execution, delivery and performance of this Agreement do not require notification to, registration with, or consent or approval by, any federal, state or local regulatory body or administrative agency.

(b) All of the Patents identified in Exhibit A are owned or controlled by the Debtor as of the date hereof and the information in Exhibit A accurately reflects the existence and status of the Patents listed therein as of the date hereof.

(c) All of the Trademarks identified in Exhibit B are owned or controlled by the Debtor as of the date hereof and the information in Exhibit B accurately reflects the existence and status of Trademarks listed therein as of the date hereof.

(d) Except as set forth in Exhibit C, to the best knowledge of the Debtor, the Debtor has absolute title to each Patent and each Trademark listed on Exhibits A and B, free and clear of all security interests, liens and encumbrances, except the Security Interest. Except as set forth in Exhibit C, the Debtor (i) will have, at the time the Debtor acquires ownership in Patents or Trademarks hereafter arising, absolute title to each such Patent or Trademark, free and clear of all security interests, liens and encumbrances, except the Security Interest, and (ii) except for licenses entered into hereafter in the ordinary course of business for fair consideration and which do not cause material harm to the Secured Party as holder of the Notes, will keep all Patents and Trademarks free and clear of all security interests, liens and encumbrances except the Security Interest and Permitted Liens under the Credit Agreement.

(e) The Debtor will not sell or otherwise dispose of the Patents or Trademarks, or any interest therein, without the Secured Party's prior written consent, except (i) as permitted in Section 3(d)(ii) above, and (ii) sale or disposition of Patents or Trademarks that provide no material continuing benefit to Debtor.

(f) The Debtor will, at its own expense, use commercially reasonable efforts to protect and defend the Patents and Trademarks material to the Debtor's business against all claims or demands of all persons other than the Secured Party, which would cause material harm to the Secured Party.

(g) The Debtor will at its own expense maintain the Patents and the Trademarks to the extent reasonably advisable in its business including, but not limited to, filing all applications to register or obtain letters patent, file all affidavits and renewals, and pay all annuities and maintenance fees possible with respect to issued registrations and letters patent. The Debtor covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Patent or Trademark (except for those that provide no material continuing benefit to Debtor), nor fail to file any required affidavit in support thereof, without first providing the Secured Party: (i) sufficient written notice to allow the Secured Party to timely pay any such maintenance fees or annuity or take such other action which may become due on any of said Patents or Trademarks, or to file any affidavit with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit, or take such other action, should such be necessary or desirable.

(h) If the Debtor fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of ten (10) calendar days after the Secured Party gives the Debtor written notice thereof (or, in the case of the agreements contained in subsection (g), immediately upon the occurrence of such failure, without notice or lapse of time), or if the Debtor notifies the Secured Party that it intends to abandon a Patent or Trademark, the Secured Party may (but need not) perform or observe such covenant or agreement on behalf and in the name, place and stead of the Debtor (or, at the Secured Party's option, in the Secured Party's own name) and may (but need not) take any and all other actions which the Secured Party may reasonably deem necessary to cure or correct such failure.

(i) The Debtor shall pay the Secured Party on demand the amount of all reasonable costs and expenses (including attorneys' fees) incurred by the Secured Party in connection with or as a result of the Secured Party's exercise of its rights under subsection (g) or Section 6, together with interest thereon from the date expended or incurred by the Secured Party at the highest rate then applicable to any of the Obligations.

(j) To facilitate the Secured Party's exercise of its rights under subsection (h) and Section 6, the Debtor hereby irrevocably appoints (which appointment is coupled with an interest) the Secured Party, or its delegate, as the attorney-in-fact of the Debtor with the right (but not the duty) from time to time, upon the occurrence of an Event of Default, to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of the Debtor, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by the Debtor under this Section 3, or, necessary for the Secured Party, after the occurrence of an Event of Default, to enforce or use the Patents or Trademarks or to grant or issue any exclusive or non-exclusive license under the Patents or Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Patents or Trademarks to any third party. The Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the full payment and performance of all Obligations.

4. Debtor's Use of the Patents and Trademarks. The Debtor shall be permitted to control and manage the Patents and Trademarks, including the right to exclude others from making, using or selling items covered by the Patents and Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default occurs.

5. Events of Default. Each of the following occurrences shall constitute an event of default under this Agreement (herein called "Event of Default"): (a) an Event of Default, as defined in the Credit Agreement, shall occur; or (b) the Debtor shall fail promptly (including any applicable grace period) to observe or perform any covenant or agreement herein binding on it and such breach or default is not cured (if capable of cure) within 30 days of the date such breach or default occurs; or (c) any of the representations or warranties contained in Section 3 shall prove to have been incorrect in any material respect when made.

6. Remedies. Upon the occurrence of an Event of Default, the Secured Party may, at its option, take any or all of the following actions:

(a) The Secured Party may exercise any or all remedies available under the Credit Agreement.

(b) The Secured Party may sell, assign, transfer, pledge, encumber or otherwise dispose of the Patents and Trademarks.

(c) The Secured Party may enforce the Patents and Trademarks and any licenses thereunder, and if the Secured Party shall commence any suit for such enforcement, the Debtor shall, at the request of the Secured Party, do any and all lawful acts and execute any and all proper documents reasonably required by the Secured Party in aid of such enforcement.

7. Miscellaneous. This Agreement and Secured Party's rights under this Agreement or under applicable law may be enforced by Secured Party, at its discretion, against any one or more of the parties referred to above which are encompassed within the term Debtor, without any need to bring any enforcement action against the other parties who are encompassed within the term Debtor. This Agreement has been duly and validly authorized by all necessary action, corporate or otherwise. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by the Secured Party. A waiver signed by the Secured Party shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of the Secured Party's rights or remedies. All rights and remedies of the Secured Party shall be cumulative and may be exercised singularly or concurrently, at the Secured Party's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. The Secured Party shall not be obligated to preserve any rights the Debtor may have against prior parties, to realize on the Patents and Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Patents and Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of the Debtor and the Secured Party and their respective participants, successors and assigns and shall take effect when signed by the Debtor and delivered to the Secured Party, and the Debtor waives notice of the Secured Party's acceptance hereof. The Secured Party may execute this Agreement if appropriate for the purpose of filing, but the failure of the Secured Party to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement shall have the same force and effect as the original for all purposes of a financing statement. This Agreement shall be governed by the internal law of Minnesota without regard to conflicts of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications

which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligations.

8. Consent to Jurisdiction. THIS AGREEMENT MAY BE ENFORCED IN ANY FEDERAL COURT OR MINNESOTA STATE COURT SITTING IN MINNEAPOLIS, MINNESOTA; AND EACH PARTY HERETO CONSENTS TO THE JURISDICTION AND VENUE OF ANY SUCH COURT AND WAIVES ANY ARGUMENT THAT VENUE IN SUCH FORUMS IS NOT CONVENIENT. IN THE EVENT ANY PARTY COMMENCES ANY ACTION IN ANOTHER JURISDICTION OR VENUE UNDER ANY TORT OR CONTRACT THEORY ARISING DIRECTLY OR INDIRECTLY FROM THE RELATIONSHIP CREATED BY THIS AGREEMENT, SECURED PARTY AT ITS OPTION SHALL BE ENTITLED TO HAVE THE CASE TRANSFERRED TO ONE OF THE JURISDICTIONS AND VENUES ABOVE-DESCRIBED, OR IF SUCH TRANSFER CANNOT BE ACCOMPLISHED UNDER APPLICABLE LAW, TO HAVE SUCH CASE DISMISSED WITHOUT PREJUDICE.

9. Waiver of Trial by Jury. EACH PARTY TO THIS AGREEMENT HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREIN OR THEREIN, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE.

10. Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. Delivery of an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission shall have the same force and effect as the delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of any such agreement by telefacsimile or other electronic method of transmission shall also deliver an original executed counterpart, but the failure to do so shall not affect the validity, enforceability or binding effect of such agreement.

IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date first written above.

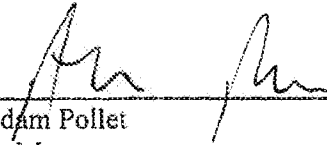
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[SIGNATURE PAGE TO PATENT AND TRADEMARK SECURITY AGREEMENT]

SOMNUS ACQUISITION, LLC,
a Delaware limited liability company

By: BedJet Holdings, LLC, its Manager

By: 
Adam Pollet
Its Manager

[SIGNATURE PAGE TO PATENT AND TRADEMARK SECURITY AGREEMENT]

AMERICAN NATIONAL BANK, a national
banking association

By: 

Nicholas Richardson
Its Senior Vice President

EXHIBIT A

TO PATENT AND TRADEMARK SECURITY AGREEMENT

PATENTS

<u>Patent No.</u>	<u>Title</u>	<u>Issue Date</u>	<u>Expiration Date</u>	<u>Country</u>
11,700,951	Bedding Climate Control Apparatus and Method to Operate Thereof with a Programmable Application from a Wireless Network	7/18/2023	2/25/2035	US
11,399,634	Mattress Cover that Forms a Recessed Cavity Underneath a Mattress and Method of Assembly of the Mattress Cover	8/2/2022	10/2/2040	US
11,291,308	Product Includes a Lip Projecting From an Outer Perimeter of an Underside of a Mattress to Define a Recessed Cavity and Having Gaps in the Lip for Passage of a Power Cord	4/5/2022	10/2/2040	US
10,925,409	Mattress Whose Underside has a Perimeter Wall or a Peripheral Flange that Partially Bounds a Recessed Cavity to Accommodate an Adjustable Power	2/23/2021	9/15/2040	US

	Bed Layer or Bed Lift Mechanism			
10,806,267	Mattress Mount with a Foam Block	10/20/2020	5/2/2039	US
10,660,451	Bedding Climate Control Apparatus and Method to Operate Thereof That Compensates for Backpressure and Ambient Temperature	5/26/2020	5/13/2034	US
10,588,419	Bedding Climate Control Apparatus and Method to Operate Thereof That Includes a Retention Unit to Retain in Position Both a Flexible Air Conduit and Bedding	3/17/2020	5/13/2034	US
10,582,776	Bedding Climate Control Apparatus and Method to Operate Thereof to Tent Up Bedding in a Quiet Manner Because of Noise Dampening and Component Oversizing	3/10/2020	5/13/2034	US
10,524,581	Bedding Climate Control Apparatus and Method to Operate Thereof	1/7/2020	5/13/2034	US

10,499,755	Bed Covering Apparatus Equipped with an Air Inlet That has a Fastener for Selectively Opening and Closing the Air Inlet	12/10/2019	6/27/2034	US
10,463,163	Adjustable Power Bed Layer	11/5/2019	5/24/2039	US
10,376,074	Adjustable Bed Lift Mechanism	8/13/2019	11/1/2038	US
9,907,407	Blanket Apparatus for Distributing Conditioned Air Into Zones of a Bed	3/6/2018	5/13/2034	US
9,782,016	Bedding Climate Control Apparatus with Forced Airflow for Heating and Ventilation	10/10/2017	2/17/2035	US
9,723,932	Mattress Mount Unit with Height Extending Links That Adjust a Riser Distance Between a Base and an Air Conduit Clamp	8/8/2017	1/11/2036	US
D750858	Air Delivery Outlet Nozzle	3/1/2016	3/1/2030	US
D733,269	Sleeved Hose	6/30/2015	6/30/2029	US
CA3033294	Bed Covering Apparatus for Distributing	4/14/2020	2/8/2039	Canada

	Conditioned Air into Zones of a Bed			
CA3040756	Adjustable Bed Lift Mechanism	4/14/2020	4/23/2039	Canada
CA3054214	Adjustable Power Bed Layer	9/22/2020	9/5/2039	Canada
CN111972900	Adjustable Power Bed Layer	9/21/2021	11/7/2039	China
CN111134482	Adjustable Bed Lift Mechanism	6/12/2019	5/12/2020	China
HK40020316	Adjustable Bed Lift Mechanism	11/12/2021	6/12/2039	Hong Kong
HK40032804	Adjustable Power Bed Layer	2/18/2022	12/23/2040	Hong Kong



PATENT APPLICATIONS





<u>Patent App. Serial No.</u>	<u>Title</u>	<u>Filing Date</u>	<u>Country</u>
18/222,570		7/17/2023	US
17/188,758	Safety Latch Mechanism	3/1/2021	US

EXHIBIT B



TO PATENT AND TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

Mark	Registration No.	Registration Date	Country	Renewal /Maintenance Deadline
BEDJET	6431343	7/27/2021	US	7/27/2027
BEDJET	6974926	2/7/2023	US	2/7/2029
	6974934	2/7/2023	US	2/7/2029
 BEDJET	6974932	2/7/2023	US	2/7/2029
 BEDJET	6489217	9/21/2021	US	9/21/2027
	6431342	7/27/2021	US	7/27/2027
 BEDJET	4679807	1/27/2015	US	1/27/2025

	302014036867	11/20/2014	Germany	8/13/2024
	1640428	8/13/2014	Australia	8/13/2024
	UK00003068230	11/14/2014	UK	8/12/2024
BEDJET	1748295	7/24/2023	International (AU, CAN, CN, EU, UK)	7/24/2033
	1673148	4/27/2022	International (AU, CN, EU, UK)	4/27/2032
	4020140054586	7/9/2015	Korea	7/9/2025
	960875	10/23/2014	Benelux	8/12/2024
	14092977	7/28/2015	China	7/27/2025

TRADEMARK APPLICATIONS

Mark	Application No.	Filing Date	Country
BEDJET	2115829	6/22/2021	Canada
 BEDJET	2115830	6/22/2021	Canada
BEDJET	2278444	7/24/2023	Canada
 BEDJET	2376872	4/27/2022	Australia

UNREGISTERED TRADEMARKS

1. POWERLAYER
2. BedJetter
3. Cloud Sheet

REGISTERED DOMAIN NAMES

Domain Name	Website	Registrant Name Registrant Organization	Current Expiration Date
BedJet.com	https://bedjet.com/	Domains By Proxy, LLC	3/31/2024
BedJets.com	https://bedjet.com/	Domains By Proxy, LLC	11/9/2025
BedJet.info		Domains By Proxy, LLC	3/25/2024
BedJet.org		Domains By Proxy, LLC	3/25/2024
BedJet.net		Domains By Proxy, LLC	3/24/2024
BedJetFiles.com		Domains By Proxy, LLC	3/7/2027

EXHIBIT C

TO PATENT AND TRADEMARK SECURITY AGREEMENT

LICENSES

1. In connection with its use of the "Shopify" sales platform, Debtor is required to grant Shopify a non-exclusive, transferable, sub-licensable, royalty-free, worldwide right and license to host, use, distribute, expose, modify, run, copy, store, publicly perform, communicate to the public (including by telecommunication), broadcast, reproduce, make available, display, and translate, and create derivative works of any materials provided by Debtor to Shopify.
2. In connection with its use of the Amazon online sales platform and pursuant to a Business Solutions Agreement by and between Amazon and Debtor, Debtor is required to grant Amazon a non-exclusive, royalty free right and license to use all materials provided by Debtor to Amazon in connection with the Business Solutions Agreement.

SECURITY INTERESTS, LIENS AND ENCUMBRANCES

The Permitted Lien in favor of the Mezzanine Lender pursuant to the Mezzanine Subordinated Debt Documents.

OTHER INTERESTS

None.