

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI230724

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RAFFEL SYSTEMS, LLC		05/01/2024	Limited Liability Company: WISCONSIN
MICRO-AIR, LLC		05/01/2024	Limited Liability Company: DELAWARE
MA IMT HOLD CO, LLC		05/01/2024	Limited Liability Company: DELAWARE
CHECK TECHNOLOGY SOLUTIONS LLC		05/01/2024	Limited Liability Company: DELAWARE
INNOVATIVE MOTION TECHNOLOGIES, LLC		05/01/2024	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Company Name:	CIBC Bank USA, as Agent		
Street Address:	120 South LaSalle Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	banking corporation: ILLINOIS		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4078492	COMFORT EASE	
Registration Number:	6240749	DRAIN FREE	
Registration Number:	1076349	TRANQUIL EASE	
Registration Number:	5968329	TRANQUILCHARGE	
Registration Number:	5289409	ELECTRIC HOTBAG	
Registration Number:	2385237	CHECK CORPORATION	
Registration Number:	7251727	MICRO-AIR	
CORRESPONDENCE DATA			
Fax Number:	3124996701		
<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:	3124996700		

OP \$190.00.00 77853208

Email: ahesla@duanemorris.com
Correspondent Name: Brian P. Kerwin
Address Line 1: 190 S LaSalle St Ste 3700
Address Line 2: Duane Morris LLP
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER: E7407-00418

NAME OF SUBMITTER: Aubrie Hesla

SIGNATURE: Aubrie Hesla

DATE SIGNED: 05/14/2024

Total Attachments: 22

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AMENDED AND RESTATED CONFIRMATORY GRANT
OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

THIS AMENDED AND RESTATED CONFIRMATORY GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (this “Confirmatory Grant”) dated as of May 1, 2024, is made by RAFFEL SYSTEMS, LLC, a Wisconsin limited liability company (“Opco”), MICRO-AIR, LLC, a Delaware limited liability company (“Newco”), MA IMT HOLD CO, LLC, a Delaware limited liability company (“MA IMT Hold Co”, and together with Opco and Newco, individually and collectively, “Existing Borrower”), CHECK TECHNOLOGY SOLUTIONS LLC, a Delaware limited liability company (“New Borrower”, and together with Existing Borrower, individually and collectively, “Borrower” and/or “Borrowers”) and INNOVATIVE MOTION TECHNOLOGIES, LLC, a Delaware limited liability company (“Holdco”; together with Borrowers, individually and collectively, the “Grantor” and/or “Grantors”), in favor of CIBC BANK USA, an Illinois banking corporation in its capacity as administrative agent for the Lenders identified below (together with its successors and assigns, the “Agent”).

RECITALS

WHEREAS, Grantors, the other Loan Parties party thereto, the lenders party thereto (“Lenders”), and the Agent are parties to that certain Credit Agreement dated as of December 14, 2021 (as the same may be amended, supplemented or modified from time to time, the “Credit Agreement”), which provides for Agent on behalf of Lenders to make certain loans to Borrowers and certain of their affiliates, and Grantors and Agent are parties to that certain Guaranty and Collateral Agreement dated as of December 14, 2021 (as the same may be amended, supplemented or modified from time to time, the “Security Agreement”), which provides for the grant by each Grantor to Agent for the benefit of Lenders and itself of a security interest in such Grantor’s assets, including, without limitation, its patents, patent applications and registrations, trademarks, trademark applications and registrations, trade names, copyrights and copyright registrations, service marks, service mark applications, all goodwill relating thereto and licenses, and all proceeds thereof;

WHEREAS, Opco, Newco, Holdco and Agent are party to that certain Confirmatory Grant of Security Interest in Intellectual Property dated as of December 14, 2021 (as amended or modified through the date hereof, the “Original Confirmatory Grant”), and the parties hereto desire to amend and restate such Original Confirmatory Grant; and

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted under the Security Agreement to Agent. The rights and remedies of Agent 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 Credit Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors (intending to be legally bound) hereby agree as follows:

1. Incorporation of Security Agreement. The Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

2. Security Interest in Intellectual Property. To secure the complete satisfaction and payment and performance when due (or declared due in accordance with the terms of the Credit Agreement) of the Secured Obligations, Grantors hereby confirm their grant of (and do hereby grant) to Agent a continuing security interest in and to any and all of Grantors' right, title and interest in and to all of the following now owned and existing and hereafter arising, created or acquired property, wherever located (collectively, the "Intellectual Property"):

(i) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents listed on Exhibit A attached hereto and hereby made a part hereof, and (a) all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, royalties, damages, proceeds and payments now and hereafter due or payable under or with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (collectively, the "Patents"); and

(ii) trademarks, trademark registrations, trademark applications, trade names and tradestyles, brand names, service marks, service mark registrations and service mark applications, including, without limitation, the trademarks, trade names, brand names, service marks and applications and registrations thereof listed on Exhibit B attached hereto and hereby made a part hereof, and (a) all renewals or extensions thereof, (b) the goodwill of the Grantors' business connected with and symbolized thereby, (c) all income, royalties, proceeds, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (d) the right to sue for past, present and future infringements thereof, and (e) all rights corresponding thereto throughout the world, if any, excluding any "intent to use" trademark applications for which a statement of use has not been filed (but only until such statement is filed and has been accepted) (collectively, the "Trademarks"); and

(iii) copyrights, copyright registrations and copyright applications, used in the United States, including, without limitation, namely the copyright registrations and copyright applications listed on Exhibit C attached hereto and made a part hereof, and (a) renewals or extensions thereof, (b) all income, royalties, proceeds, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (collectively, the "Copyrights").

3. Effect on Credit Agreement. Grantors acknowledge and agree that this Confirmatory Grant is not intended to limit or restrict in any way the rights and remedies of Agent or Lenders under the Security Agreement or the Credit Agreement but rather is intended to be filed by Agent with the United States Patent and Trademark Office and, if applicable, the United States Copyright Office or Library of Congress in order to provide notice of Agent's security interest.

Agent shall have, in addition to all other rights and remedies given it by the terms of this Confirmatory Grant, the Security Agreement and the Credit Agreement, all rights and remedies allowed by law, in equity, and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in New York. In the event of a conflict between the Security Agreement and this Confirmatory Grant, the terms of the Security Agreement shall control.

4. Release of Security Agreement. Upon the Payment In Full, this Confirmatory Grant shall terminate, and Agent shall execute and deliver any document reasonably requested by Grantors, at Grantors' sole cost and expense, as is necessary to evidence termination of the security interest granted by Grantors to Agent hereunder.

5. Severability. The provisions of this Confirmatory Grant are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Confirmatory Grant in any jurisdiction.

6. Modification. This Confirmatory Grant cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by Grantors and Agent; provided, however, Agent is permitted to amend the Schedules attached hereto in order to include new or additional Intellectual Property of Grantors after the date hereof or delete or remove Intellectual Property of Grantors after the date hereof that is released in accordance with Section 8.17(b) of the Security Agreement (and make any subsequent filing or recordation to reflect such Intellectual Property as identified in Section 9 hereof).

7. Binding Effect; Benefits. This Confirmatory Grant shall be binding upon Grantors and their successors and permitted assigns, and shall inure to the benefit of Agent, its successors, nominees and assigns; provided, however, Grantors shall not assign this Confirmatory Grant or any of Grantors' obligations hereunder without the prior written consent of Agent.

8. Headings; Counterparts. Titles and paragraph headings used herein are for convenience only and shall not substantively modify the provisions which they precede. This Confirmatory Grant may be signed in one or more counterparts, but all of such counterparts taken together shall constitute and be deemed to be one and the same instrument. A signature hereto sent or delivered by facsimile or other electronic transmission shall be as legally binding and enforceable as a signed original for all purposes.

9. Further Assurances. Grantors agree to promptly and duly execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Agent shall reasonably request from time to time in order to carry out the purpose of this Confirmatory Grant and agreements set forth herein. Grantors acknowledge that a copy of this Confirmatory Grant will be filed by Agent with the United States Patent and Trademark Office and, if applicable, the United States Copyright Office or Library of Congress, at the sole cost and expense of Grantors, and Grantors hereby authorize the Commissioner for Patents and Trademarks and Register of Copyrights and any other applicable governmental officials to record and register this Confirmatory Grant upon request of or direction by Agent or its agent.

10. **GOVERNING LAW.** THIS CONFIRMATORY GRANT SHALL BE DEEMED TO HAVE BEEN MADE IN THE STATE OF NEW YORK AND THE VALIDITY OF THIS CONFIRMATORY GRANT, ITS CONSTRUCTION, INTERPRETATION AND ENFORCEMENT, AND THE RIGHTS AND OBLIGATIONS OF PARTIES HEREUNDER, SHALL BE DETERMINED UNDER, GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW OR CHOICE OF LAW PRINCIPLES.

11. Amendment and Restatement of Original Confirmatory Grant. On the date hereof (the "Restatement Date"), the Original Confirmatory Grant shall be modified, amended and restated by this Confirmatory Grant. The parties hereto acknowledge and agree that: (a) this Confirmatory Grant and the other agreements, instruments, certificates and documents executed and delivered in connection herewith do not constitute a novation, payment or termination of the Obligations under the Original Confirmatory Grant as in effect prior to the Restatement Date; and (b) such Obligations are in all respects continuing with only the terms thereof being amended and modified as provided in this Confirmatory Grant and the Credit Agreement. Without limitation of the foregoing, Grantors hereby fully and unconditionally ratify and affirm the Original Confirmatory Grant, as amended, and agrees that all security interests and other liens granted to Agent (for the benefit of itself and the Lenders) in the collateral thereunder shall from and after the date hereof secure all Obligations hereunder in favor of Agent (for the benefit of itself and the Lenders). Notwithstanding the amendments effected by this Confirmatory Grant of the representations, warranties and covenants of Grantors contained in the Original Confirmatory Grant, Grantors acknowledge and agree that any choses in action or other rights created in favor of Agent and Lenders and their successors and assigns arising out of the representations and warranties of Grantors contained in or delivered (including representations and warranties delivered in connection with the making of the loans or other extensions of credit thereunder) in connection with the Original Confirmatory Grant, shall survive the execution and delivery of this Confirmatory Grant in favor of Agent. All indemnification obligations of Grantors pursuant to the Original Confirmatory Grant shall survive the amendment and restatement of the Original Confirmatory Grant pursuant to this Confirmatory Grant.

[Signature Page Follows]


IN WITNESS WHEREOF, the undersigned Grantors have duly executed this Amended and Restated Confirmatory Grant of Security Interest in Intellectual Property in favor of Agent, as of the date first written above.

GRANTORS:


INNOVATIVE MOTION TECHNOLOGIES, LLC, a Delaware limited liability company

By: 
Name: Richard Weeden
Its: President

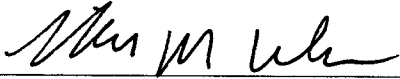
RAFFEL SYSTEMS, LLC, a Wisconsin limited liability company

By: 
Name: Richard Weeden
Its: President


MICRO-AIR, LLC, a Delaware limited liability company

By: 
Name: Richard Weeden
Its: President

MA IMT HOLD CO, LLC, a Delaware limited liability company

By: 
Name: Richard Weeden
Its: President


CHECK TECHNOLOGY SOLUTIONS LLC, a Delaware limited liability company

By: 
Name: Richard Weeden
Its: President

Amended and Restated Confirmatory Grant of Security Interest in Intellectual Property

Agreed and Accepted:

CIBC BANK USA

By: 
Name: Mitch Regenfuss
Its: Managing Director

Amended and Restated Confirmatory Grant of Security Interest in Intellectual Property

TRADEMARK
REEL: 008429 FRAME: 0773

EXHIBIT A

PATENTS

Patents

Company	Patent Number	Patent Registration Number	Date of Registration
HoldCo	None	None	None
NewCo	See below		
Opco	See below		
MA IMT Hold Co	None	None	None
New Borrower	See below		

Schedule 3.4

Patents (Cont.)

OpCo

Pending Patents

Country	Application Title	Application Status	Application No.	Filing Date
US	INTER PARTES REVIEW OF U.S. PATENT NO. 8,714,505	Pending	IPR2019-00616	22-Jan-2019
US	POST GRANT REVIEW OF PATENT NO. D821,986	Pending	PGR2019-00029	04-Jan-2019
US	SWITCH	Pending	29/848709	04-Aug-2022
US	ASSEMBLY AND METHOD FOR COMBINATION SWITCH AND WIRELESS CHARGER	Pending	17/983900	09-Nov-2022
CN	ASSEMBLY AND METHOD FOR COMBINATION SWITCH AND WIRELESS CHARGER	Pending	202323017840.2	08-Nov-2023
CN	PORT	Pending	202330037082.7	07-Feb-2023
US	PORT	Pending	29/857093	19-Oct-2022
CN	CUPHOLDER	Pending	202430051452.7	25-Jan-2024
US	CUPHOLDER	Pending	29/904627	10-Oct-2023
US	BLADDER	Pending	29/921958	20-Dec-2023
US	CONTROLLER	Pending	29/907861	09-Jan-2024
US	CUPHOLDER	Pending	29/933121	18-Mar-2024
CN	ENERGY SAVING USB RECEPTACLE	Published	201810795340.6	19-Jul-2018
CN	UV-SANITIZING APPARATUSES AND SYSTEMS	Published	202010601464.3	28-Jun-2020
US	POWER BASE	Published	17/573170	11-Jan-2022

TRADEMARK

REEL: 008429 FRAME: 0775

Schedule 3.4
Patents (Cont.)
Issued Patents

Country	Application Title	Application Status	Application No.	Filing Date	Patent No.	Issue Date
US	CONTROLLER	Granted	29/382,155	29-Dec-2010	D667,798	25-Sep-2012
US	CUP HOLDER	Granted	29/382,151	29-Dec-2010	D643,252	16-Aug-2011
US	CONTROL PANEL	Granted	29/400,101	23-Aug-2011	D690,275	24-Sep-2013
US	CONTROLLER	Granted	29/401,217	08-Sep-2011	D662,066	19-Jun-2012
US	CONTROLLER	Granted	29/394,315	15-Jun-2011	D665,757	21-Aug-2012
US	LIGHTED CUP HOLDER FOR SEATING ARRANGEMENTS	Granted	11/410,547	25-Apr-2006	7,766,293	03-Aug-2010
US	LIGHTED CUP HOLDER FOR SEATING ARRANGEMENTS	Granted	12/847,823	30-Jul-2010	8,657,245	25-Feb-2014
US	LIGHTED CUP HOLDER FOR SEATING ARRANGEMENTS	Granted	14/152,363	10-Jan-2014	8,714,505	06-May-2014
US	LIGHTED CUP HOLDER FOR SEATING ARRANGEMENTS	Granted	15/421,115	31-Jan-2017	9,867,471	16-Jan-2018
US	LIGHTED CUP HOLDER FOR SEATING ARRANGEMENTS	Granted	14/263,248	28-Apr-2014	8,973,882	10-Mar-2015
US	LIGHTED CUP HOLDER FOR SEATING ARRANGEMENTS	Granted	14/939,864	12-Nov-2015	9,254,043	09-Feb-2016
US	LIGHTED CUP HOLDER FOR SEATING ARRANGEMENTS	Granted	14/638,926	04-Mar-2015	9,089,221	28-Jul-2015
US	LIGHTED CUP HOLDER FOR SEATING ARRANGEMENTS	Granted	15/018,167	08-Feb-2016	9,585,486	07-Mar-2017
US	LIGHTED CUP HOLDER FOR SEATING ARRANGEMENTS	Granted	14/806,912	23-Jul-2015	9,192,241	24-Nov-2015
US	LIGHTED CUP HOLDER FOR SEATING ARRANGEMENTS	Granted	15/868,191	11-Jan-2018	10,051,968	21-Aug-2018
US	LIGHTED CUP HOLDER FOR SEATING ARRANGEMENTS	Granted	16/031,852	10-Jul-2018	10,299,603	28-May-2019

US	LIGHTED CUP HOLDER FOR SEATING ARRANGEMENTS	Granted	16/422,288	24-May-2019	10,537,182	21-Jan-2020
US	LIGHTED CUP HOLDER FOR SEATING ARRANGEMENTS	Granted	16/747,095	20-Jan-2020	10,806,265	20-Oct-2020
US	LIGHTED CUP HOLDER FOR SEATING ARRANGEMENTS	Granted	17/074235	19-Oct-2020	11,089,701	10-Aug-2021
US	LIGHTED CUP HOLDER FOR SEATING ARRANGEMENTS	Granted	17/667294	08-Feb-2022	11,357,119	07-Jun-2022
US	LIGHTED CUP HOLDER FOR SEATING ARRANGEMENTS	Granted	18/046251	13-Oct-2022	11,778,758	03-Oct-2023
US	MAGNETIC HOLD DEVICES AND SYSTEMS	Granted	13/074,803	29-Mar-2011	8,979,044	17-Mar-2015
US	GROMMET	Granted	29/406,598	16-Nov-2011	D707,532	24-Jun-2014
US	LIGHT	Granted	29/406,599	16-Nov-2011	D700,383	25-Feb-2014
US	LIGHT	Granted	29/406,601	16-Nov-2011	D723,203	24-Feb-2015
US	SWITCH	Granted	29/433,788	04-Oct-2012	D691,098	08-Oct-2013
US	CHARGER	Granted	29/433,789	04-Oct-2012	D678,190	19-Mar-2013
US	CONTROL PANEL	Granted	29/441,218	02-Jan-2013	D691,096	08-Oct-2013
US	SWITCH	Granted	29/445,870	18-Feb-2013	D691,099	08-Oct-2013
US	SWITCH	Granted	29/445,867	18-Feb-2013	D707,640	24-Jun-2014
US	SWITCH	Granted	29/445,866	18-Feb-2013	D692,401	29-Oct-2013
US	SWITCH	Granted	29/445,869	18-Feb-2013	D700,150	25-Feb-2014
US	SWITCH	Granted	29/445,865	18-Feb-2013	D692,841	05-Nov-2013
US	CHARGER	Granted	29/433,790	04-Oct-2012	D677621	12-Mar-2013
US	CUP HOLDER	Granted	29/471,664	04-Nov-2013	D707,503	24-Jun-2014
US	CUP HOLDER	Granted	29/471,662	04-Nov-2013	D707,496	24-Jun-2014
US	SWITCH	Granted	29/471,666	04-Nov-2013	D712,848	09-Sep-2014
US	SWITCH	Granted	29/471,668	04-Nov-2013	D714,233	30-Sep-2014
US	CHARGER	Granted	29/482,957	24-Feb-2014	D730,283	26-May-2015
US	CHARGER	Granted	29/482,958	24-Feb-2014	D730,284	26-May-2015

US	CHARGER	Granted	29/482,959	24-Feb-2014	D730,285	26-May-2015
US	SWITCH	Granted	29/488,322	17-Apr-2014	D740,238	06-Oct-2015
US	HAND HELD CONTROLLER	Granted	29/492,277	29-May-2014	D737,226	25-Aug-2015
US	SWITCH	Granted	29/540,926	29-Sep-2015	D777,687	31-Jan-2017
CN	SYSTEMS AND METHODS FOR CONTROLLING POWER MOTION FURNITURE	Granted	201620550286.5	08-Jun-2016	ZL201620550286.5	15-Mar-2017
US	SWITCH	Granted	29/540,924	29-Sep-2015	D786,805	16-May-2017
CN	SWITCH	Granted	201630097213.0	29-Mar-2016	ZL201630097213.0	09-Jun-2017
US	POWER ADJUSTMENT AND SAFETY SYSTEMS FOR POWER MOTION FURNITURE	Granted	15/278,404	28-Sep-2016	10,021,992	17-Jul-2018
US	SWITCH	Granted	29/592,606	31-Jan-2017	D812,020	06-Mar-2018
US	SWITCH	Granted	29/592,601	31-Jan-2017	D817898	15-May-2018
US	SWITCH	Granted	29/592,598	31-Jan-2017	D830978	16-Oct-2018
US	SWITCH	Granted	29/601,618	24-Apr-2017	D832800	06-Nov-2018
CN	SWITCH	Granted	201830115590.1	27-Mar-2018	304806143	07-Sep-2018
US	SWITCH	Granted	29/619,219	27-Sep-2017	D838,678	22-Jan-2019
CN	SWITCH	Granted	201830115608.8	27-Mar-2018	304806148	07-Sep-2018
US	SWITCH	Granted	29/619,216	27-Sep-2017	D832798	06-Nov-2018
US	SWITCH	Granted	29/627,503	28-Nov-2017	D838,679	22-Jan-2019
CN	SWITCH	Granted	201730617709.0	07-Dec-2017	ZL201730617709.0	17-Apr-2018
US	ENERGY SAVING USB RECEPTACLE	Granted	15/824,640	28-Nov-2017	10,205,257	12-Feb-2019
CN	A USB RECEPTACLE AND A USB CHARGING SYSTEM	Granted	201821163467.8	19-Jul-2018	ZL201821163467.8	20-Aug-2019
US	ENERGY SAVING USB RECEPTACLE	Granted	16/249,528	16-Jan-2019	10,476,187	12-Nov-2019
US	ENERGY SAVING USB RECEPTACLE	Granted	16/591,138	02-Oct-2019	10,923,840	16-Feb-2021
CN	SWITCH	Granted	201730640447.X	15-Dec-2017	201730640447.X	20-Apr-2018
US	SWITCH	Granted	29/628,071	01-Dec-2017	D877,091	03-Mar-2020
US	SWITCH	Granted	29/544,079	30-Oct-2015	D788,719	06-Jun-2017

CN	SWITCH	Granted	201630153197.2	29-Apr-2016	ZL201630153197.2	15-Feb-2017
US	CONTROL SWITCH	Granted	29/427,710	20-Jul-2012	D685,333	02-Jul-2013
US	SWITCH	Granted	29/445,868	18-Feb-2013	D691,971	22-Oct-2013
US	SWITCH	Granted	29/467,043	13-Sep-2013	D712,847	09-Sep-2014
US	SWITCH	Granted	29/520,389	13-Mar-2015	D758,326	07-Jun-2016
US	SWITCH	Granted	29/520,390	13-Mar-2015	D768,583	11-Oct-2016
US	SWITCH	Granted	29/500,580	26-Aug-2014	D763,803	16-Aug-2016
US	CHARGER	Granted	29/520,392	13-Mar-2015	D756,299	17-May-2016
CN	SWITCH	Granted	201630097206.0	29-Mar-2016	ZL201630097206.0	13-Jun-2017
EM	SWITCH	Granted	003046267	29-Mar-2016	90030462670001	08-Aug-2016
US	SWITCH	Granted	29/540,928	29-Sep-2015	D777,688	31-Jan-2017
US	CONTROLLER	Granted	29/492,275	29-May-2014	D737,225	25-Aug-2015
US	SWITCH	Granted	29/499,879	19-Aug-2014	D748,590	02-Feb-2016
US	CUP HOLDER INSERT	Granted	29/488,324	17-Apr-2014	D738,170	08-Sep-2015
US	CHARGER	Granted	29/520,385	13-Mar-2015	D752,512	29-Mar-2016
US	CHARGER	Granted	29/520,391	13-Mar-2015	D756,298	17-May-2016
US	CHARGER	Granted	29/520,386	13-Mar-2015	D758,305	07-Jun-2016
US	SWITCH	Granted	29/564,464	13-May-2016	D792,860	25-Jul-2017
CN	SWITCH	Granted	201630252742.3	17-Jun-2016	ZL201630252742.3	12-Apr-2017
US	SWITCH	Granted	29/565,043	17-May-2016	D832801	06-Nov-2018
CN	SWITCH	Granted	201630462274.2	05-Sep-2016	ZL201630462274.2	28-Jul-2017
EM	SWITCH	Granted	003385830	20-Sep-2016	90033858300001	20-Sep-2016
CN	SWITCH	Granted	201730184981.4	18-May-2017	ZL201730184981.4	16-Feb-2018
GB	SWITCH	Granted	003385830	20-Sep-2016	90033858300001	20-Sep-2016
CN	SWITCH	Granted	201830115596.9	27-Mar-2018	304806145-S	07-Sep-2018
CN	SWITCH	Granted	201830115592.0	27-Mar-2018	304806144	07-Sep-2018
CN	SWITCH	Granted	201830115607.3	27-Mar-2018	304806147	07-Sep-2018
US	SWITCH	Granted	29/619,214	27-Sep-2017	D832797	06-Nov-2018

CN	SWITCH	Granted	201830115597.3	27-Mar-2018	304806146	07-Sep-2018
US	SWITCH	Granted	29/619,211	27-Sep-2017	D832796	06-Nov-2018
US	SWITCH	Granted	29/619,212	27-Sep-2017	D833403	13-Nov-2018
US	SWITCH	Granted	29/619,215	27-Sep-2017	D839,843	05-Feb-2019
US	SWITCH	Granted	29/592,595	31-Jan-2017	D821,986	03-Jul-2018
US	SWITCH	Granted	29/662,842	10-Sep-2018	D867,310	19-Nov-2019
CN	SWITCH	Granted	2019300755170	25-Feb-2019	305274935	26-Jul-2019
US	SWITCH	Granted	29/662,844	10-Sep-2018	D874,410	04-Feb-2020
CN	SWITCH	Granted	2019300755185	25-Feb-2019	305296609	09-Aug-2019
US	SWITCH	Granted	29/686,540	04-Apr-2019	D885,351	26-May-2020
CN	SWITCH	Granted	201930541723.6	30-Sep-2019	305734098	24-Apr-2020
US	SWITCH	Granted	29/686,541	04-Apr-2019	D885,352	26-May-2020
CN	SWITCH	Granted	201930541140.3	30-Sep-2019	305734093	24-Apr-2020
US	SWITCH	Granted	29/686,542	04-Apr-2019	D885,353	26-May-2020
US	SWITCH	Granted	29/701,772	14-Aug-2019	D911,296	23-Feb-2021
CN	SWITCH	Granted	202030050869.3	13-Feb-2020	306071362	25-Sep-2020
CN	UV-SANITIZING APPARATUSES AND SYSTEMS	Granted	202021222685.1	28-Jun-2020	213373949	08-Jun-2021
US	SANITIZING DEVICE	Granted	29/755763	22-Oct-2020	D1015767	27-Feb-2024
US	SANITIZING DEVICE	Granted	29/755765	22-Oct-2020	D1004324	14-Nov-2023
US	SANITIZING DEVICE	Granted	29/755767	22-Oct-2020	D1004325	14-Nov-2023
US	SANITIZING DEVICE	Granted	29/755769	22-Oct-2020	D1004302	14-Nov-2023
US	SANITIZING DEVICE	Granted	29/755771	22-Oct-2020	D1011771	23-Jan-2024
US	SANITIZING DEVICE	Granted	29/755774	22-Oct-2020	D1004795	14-Nov-2023
CN	CONNECTION RELEASE	Granted	202220609979.2	18-Mar-2022	217087033	29-Jul-2022
US	CONNECTION RELEASE	Granted	17/206304	19-Mar-2021	11476671	18-Oct-2022
CN	FURNITURE WITH EXTENDABLE CONSOLE	Granted	202220649001.9	23-Mar-2022	217471573	23-Sep-2022

US	FURNITURE WITH EXTENDABLE CONSOLE	Granted	17/211322	24-Mar-2021	11432657	06-Sep-2022
US	SWITCH	Term. Disci	29/592,604	31-Jan-2017	D830317	09-Oct-2018

NewCo

Pending Patents

Country	Application Title	Application Status	Application No.	Filing Date
US	VARIABLE CSCR MOTOR SOFT STARTER	Pending	63/550254	06-Feb-2024

New Borrower

Pending Patents

Country	Application Title	Application Status	Application No.	Filing Date
None	None	None	None	None

Schedule 3.4
Patents (Cont.)
Issued Patents

Country	Application Title	Application Status	Application No.	Filing Date	Patent No.	Issue Date
US	PORTABLE CONTAINER WITH TEMPERATURE CONTROL CHAMBER	Granted	11/460405	27-Jul-2006	7491912	17-Feb-2009
US	PORTABLE CONTAINER WITH TEMPERATURE CONTROLLABLE COMPARTMENT	Granted	14/884323	15-Oct-2015	9930997	03-Apr-2018
US	HEATER SYSTEM FOR AN AIRCRAFT SEAT ¹	Granted	12/054071	24-Mar-2008	7823967	02-Nov-2010

TRADEMARK
REEL: 008429 FRAME: 0783

¹ Jointly owned with EMTEQ Aerospace Inc. and EMTEQ Cabin and Lighting Systems Inc.

EXHIBIT B
TRADEMARKS



Trademarks

Company	Trademark Number	Trademark Registration Number	Date of Registration
HoldCo	None	None	None
MA IMT Hold Co	None	None	None

Registered Trademarks – OpCo

Trademark	Country	Application No.	Filing Date	Registration No.	Registration Date	Renewal	Goods
COMFORT EASE	USA	77/853,208	20-Oct-2009	4,078,492	03-Jan-2012	03-Jan-2022	10 Int. Bed vibrators; chair vibrators; 11 Int. Electric blankets not for medical purposes; Heating pads not for medical purposes.
DRAIN FREE	USA	88/549,997	30-Jul-2019	6,240,749	05-Jan-2021	05-Jan-2031	09 Int. USB charging ports; power switches; power strips; hand held electronic controllers for controlling a furniture's reclining pitch, heat, vibration, lights, headrest and lumbar.
TRANQUIL EASE	CA	553736	05-Dec-1985	325454	03-Apr-1987	03-Apr-2032	10 Int. Vibrators for attachment to beds and furniture
TRANQUIL EASE	USA	73/115,213	09-Feb-1977	1,076,349	01-Nov-1977	01-Nov-2027	10 Int. Vibrators for furniture
TRANQUILCHARGE	USA	88/020,950	29-Jun-2018	5,968,329	21-Jan-2020	21-Jan-2030	09 Int. USB charging ports; power switches; power strips 10 Int. Hand held electronic controllers for controlling a furniture's reclining pitch, heat, vibration, lights, headrest and lumbar; Electronic controlled cup holders for integration into power-motion furniture units for controlling the furniture's reclining pitch, heat, vibration, lights, headrest and lumbar.



Registered Trademarks – New Borrower

Trademark	Country	Application No.	Filing Date	Registration No.	Registration Date	Renewal	Goods
 CHECK CORPORATION	US	87/276,198	21-Dec-2016	5289409	19-Sep-2017	19-Sep-2027	21 Int. flexible, non-metallic container including an electrically powered heating element, namely, thermal insulated bags for food or beverages
 CHECK CORPORATION	US	75/716,942	01-June-1999	2385237	12-Sep-2000	12-Sep-2030	11 Int. seat heaters for motor vehicles; heated food containers for delivery of food; and components of seat heaters and heated food containers, namely, flexible heating elements

Registered Trademarks – NewCo

Trademark	Country	Application No.	Filing Date	Registration No.	Registration Date	Renewal	Goods
MICRO-AIR	US	97/261,705	10-Feb-2022	7251727	26-Dec-2023	26-Dec-2033	11 Int. Components for air conditioning systems for recreational vehicles, boats, and buildings, namely, electronic starters for air conditioning motors
MICRO-AIR							

Schedule 3.3
 Trademarks (Cont.)
Common Law Trademarks

Company	Unregistered Trademark
HoldCo	None
MA IMT Hold Co	None
OpCo	<p>RAFFEL SYSTEMS</p> <p>TRANQUIL EASE & Design</p>  <p>COMFORT EASE & Design</p> <p>Comfort / IN</p> <p>FUNCTIONAL STATIONARY & Design</p>  <p>RAFFEL INDUSTRIAL CONTROLS</p>

NewCo

Micro-Air logo and stylized design:



MICRO-AIR

Micro-Air

Micro-Air™

EasyStart

EasyStart™ 364

EasyStart™ 368

EasyTouch

EasyTouch™

EasyTouch RV

EasyTouch RV™

Quiet Fan™

New Borrower

Check
The Mark of Quality



THE MARK OF QUALITY
CHECK HEAL THCARE
HEAT YOUR SEAT
THE ORIGINAL ELECTRIC HOTBAG
SEATHEATER
Various product trade dress
CHECKTECH

EXHIBIT C
COPYRIGHTS

Grantor	Copyright Title	Copyright Registration Number
HoldCo	None	None
OpCo	None	None
NewCo	Spectra computer program	TXu001026602
	Cab control	TXu001092073
	Airnet computer program	TXu001366567
	Idle air thermostat	TXu001337874
MA IMT Hold Co	Power control module: FRM-332-A19	TXu001340097
	None	None
New Borrower	None	None