

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM408345

| | | | |
|-----------------------------------|----------------------------------|-------------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| INTERACTIVE HEALTH, INC. | | 11/04/2016 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Pacific Mercantile Bank | | |
| Street Address: | 949 South Coast Drive, 3rd Floor | | |
| City: | Costa Mesa | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 92626 | | |
| Entity Type: | Corporation: CALIFORNIA | | |
| PROPERTY NUMBERS Total: 36 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3244594 | ACUVIBE | |
| Registration Number: | 3373936 | HUMAN TOUCH | |
| Registration Number: | 2949635 | IJOY | |
| Registration Number: | 3752733 | HUMAN TOUCH IJOY BOARD | |
| Registration Number: | 2713298 | PERFECT CHAIR | |
| Registration Number: | 1395716 | GET-A-WAY CHAIR | |
| Registration Number: | 2361000 | INTERACTIVE HEALTH | |
| Registration Number: | 2234888 | EQUALIZER | |
| Registration Number: | 2250641 | PERFECT CHAIR | |
| Registration Number: | 3747352 | SOFSUEDE | |
| Registration Number: | 4023145 | THERMOSTRETCH | |
| Registration Number: | 3797770 | WHOLEBODY | |
| Registration Number: | 3901296 | ACUTOUCH | |
| Registration Number: | 3888235 | CIRQLATION | |
| Registration Number: | 3891556 | FIGURE-EIGHT | |
| Registration Number: | 3891557 | FIGURE-EIGHT TECHNOLOGY | |
| Registration Number: | 3955411 | EASY SLEEVES | |
| Registration Number: | 4003169 | HT-CONNECT | |
| Registration Number: | 4003239 | FEEL BETTER EVERYWHERE | |

OP \$915.00 3244594

| Property Type | Number | Word Mark |
|----------------------|----------|--|
| Registration Number: | 3959344 | SERENITY |
| Registration Number: | 4053633 | ZERO G |
| Registration Number: | 4030012 | BODY SPA |
| Registration Number: | 3915199 | HT HUMAN TOUCH IJOY |
| Registration Number: | 3525652 | HT HUMAN TOUCH |
| Registration Number: | 3486175 | ACUPOINT |
| Registration Number: | 4223203 | ZEROG |
| Registration Number: | 4277002 | DO WHAT YOU DO BETTER |
| Registration Number: | 4273179 | DEFY GRAVITY |
| Registration Number: | 4277001 | GO TO ZERO |
| Registration Number: | 4384664 | IMMERSION SEATING |
| Registration Number: | 4654328 | FLEXGLIDE |
| Registration Number: | 4665523 | BODYMAP PRO |
| Registration Number: | 4796253 | PROZERO |
| Serial Number: | 86004540 | PERFECT WORKSPACE |
| Serial Number: | 86632622 | HT HUMAN TOUCH BE YOUR BEST. FEEL YOUR B |
| Registration Number: | 3525646 | HT |

CORRESPONDENCE DATA

Fax Number: 8004947512

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: 202-370-4750

Email: ipteam@nationalcorp.com

Correspondent Name: Joanna McCall

Address Line 1: 1025 Vermont Ave NW, Suite 1130

Address Line 2: National Corporate Research, LTD

Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER: F167104

NAME OF SUBMITTER: Robin Dunn

SIGNATURE: /Robin Dunn/

DATE SIGNED: 12/09/2016

Total Attachments: 13

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of November 4, 2016 by and between **PACIFIC MERCANTILE BANK** ("Lender") and **INTERACTIVE HEALTH, INC.**, a Delaware corporation, **RELAX THE BACK CORPORATION**, a Delaware corporation, **HUMAN TOUCH, LLC**, a Delaware limited liability company and **INTERACTIVE HEALTH FINANCE CORP.**, a Delaware corporation (jointly and severally "Grantor"), with reference to the following facts:

A. Lender and Grantor are parties to that certain Loan and Security Agreement dated November 4, 2016 (as amended from time to time, the "Loan Agreement"). (Capitalized terms used herein have the meaning assigned in the Loan Agreement.)

B. Pursuant to the Loan Agreement, Grantor has granted to Lender a security interest in all of the Collateral. The Collateral includes without limitation all Intellectual Property (including without limitation the Intellectual Property described herein).

Grantor agrees as follows:

1. To secure performance of all of its "Obligations" as defined in the Loan Agreement, Grantor grants to Lender a security interest in all of Grantor's right, title and interest in Grantor's Intellectual Property, including without limitation (i) the trademarks and servicemarks listed on Schedule A hereto, whether registered or not, and all applications to register and registrations of the same and like protections, and the entire goodwill of the business of Borrower connected with and symbolized by such trademarks, and (ii) the patents and patent applications listed on Schedule B hereto and all like protections including, without limitation, all improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, and (iii) all copyrights, maskworks, software, computer programs and other works of authorship, including without limitation those registered with the United States Copyright Office and listed on Schedule C hereto, and all extensions and renewals thereof, and (iv) all rights to recover for past or future infringement of any of the foregoing, and (v) all right, title and interest in and to any and all present and future license agreements with respect to any of the foregoing, and (vi) all present and future accounts, accounts receivable and other rights to payment arising from, in connection with or relating to any of the foregoing.

2. Grantor represents and warrants that (i) listed on Schedule A hereto are all trademark registrations and pending registrations owned or controlled by Grantor or licensed to Grantor, (ii) listed on Schedule B are all patents and patent applications owned or controlled by Grantor or licensed to Grantor, and (iii) listed on Schedule C are all copyrights, software, computer programs, mask works, and other works of authorship owned or controlled by Grantor which are registered with the United States Copyright Office.

3. Grantor shall not, hereafter, register any maskworks, software, computer programs or other works of authorship subject to United States copyright protection with the United States Copyright Office without first complying with the following: (i) providing Secured Party with at least 15 days prior written notice thereof, (ii) providing Secured Party with a copy of the application for any such registration and (iii) executing and filing such other instruments, and taking such further actions as Secured Party may reasonably request from time to time to perfect or continue the perfection of Secured Party's interest in the Collateral, including without limitation the filing with the United States Copyright

Office, simultaneously with the filing by Grantor of the application for any such registration, of a copy of this Agreement or a Supplement hereto in form acceptable to Secured Party identifying the maskworks, software, computer programs or other works of authorship being registered and confirming the grant of a security interest therein in favor of Secured Party.

4. This Agreement is being executed and delivered pursuant to the Loan Agreement; nothing herein limits any of the terms or provisions of the Loan Agreement, and Lender's rights hereunder and under the Loan Agreement are cumulative. This Agreement, the Loan Agreement and the other Loan Documents set forth in full all of the representations and agreements of the parties with respect to the subject matter hereof and supersede all prior discussions, oral representations, oral agreements and oral understandings between the parties. This Agreement may not be modified or amended, nor may any rights hereunder be waived, except in a writing signed by the parties hereto. In the event of any litigation between the parties based upon, arising out of, or in any way relating to this Agreement, the prevailing party shall be entitled to recover all of his costs and expenses (including without limitation attorneys' fees) from the non-prevailing party. This Agreement and all acts, transactions, disputes and controversies arising hereunder or relating hereto, and all rights and obligations of Lender and Grantor shall be governed by, and construed in accordance with the internal laws (and not the conflict of laws rules) of the State of California.

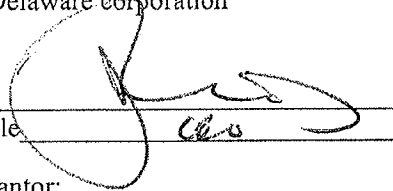
[signatures on next page]

Address of Grantor:

3030 Walnut Avenue
Long Beach, CA 90807

Grantor:

Interactive Health, Inc.,
a Delaware corporation

By 
Title CEO

Grantor:

Relax The Back Corporation,
a Delaware corporation

By 
Title CEO

Grantor:

Human Touch, LLC,
a Delaware limited liability company

By 
Title CEO

Grantor:

Interactive Health Finance Corp.,
a Delaware corporation

By 
Title CEO

Lender:

Pacific Mercantile Bank

By _____
Title _____

Address of Lender:

949 South Coast Drive, 3rd Floor
Costa Mesa, CA 92626

[Signature Page—Intellectual Property Security Agreement]

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3030 Walnut Avenue
Long Beach, CA 90807

Grantor:

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Title _____

Grantor:

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a Delaware corporation

By _____
Title _____

Address of Lender:

949 South Coast Drive, 3rd Floor
Costa Mesa, CA 92626

Lender:

Pacific Mercantile Bank

By _____
Title *V.P. Relationship Manager*
Sarah Orlovsky

[Signature Page—Intellectual Property Security Agreement]

SCHEDULE A


Trademarks- Interactive Health, Inc.



| No | Registration &/OR Serial Number | Registration or Filing Date | Mark |
|-----------|--|------------------------------------|------------------------|
| 1. | 78917349 3244594 | 06/26/06 05/22/07 | ACUVIBE |
| 2. | 78690159 3373936 | 08/10/05 02/22/08 | HUMAN TOUCH |
| 3. | 78148559 2949635 | 07/29/02 05/10/05 | IJOY |
| 4. | 77295349 3752733 | 10/03/07 02/23/10 | HUMAN TOUCH IJOY BOARD |
| 5. | 76420923 2713298 | 06/14/02 05/06/03 | PERFECT CHAIR |
| 6. | 73536628 1395716 | 05/09/85 06/03/86 | GET-A-WAY CHAIR |
| 7. | 75216680 2361000 | 12/21/96 06/27/00 | INTERACTIVE HEALTH |
| 8. | 75216682 2234888 | 12/21/96 03/23/99 | EQUALIZER |
| 9. | 75216683 2250641 | 12/21/96 06/01/99 | PERFECT CHAIR |
| 10. | 77403296 3747352 | 02/21/08 02/09/10 | SOFSUEDE |
| 11. | 77653967 4023145 | 01/21/09 09/06/11 | THERMOSTRETCH |
| 12. | 77657921 3797770 | 01/27/09 06/01/10 | WHOLEBODY |
| 13. | 77714931 3901296 | 04/15/09 01/04/11 | ACUTOUCH |

| <u>No</u> | <u>Registration &/OR Serial Number</u> | <u>Registration or Filing Date</u> | <u>Mark</u> |
|-----------|--|------------------------------------|----------------------------|
| 14. | 77752418 3888235 | 06/04/09 12/07/10 | CIRQLATION |
| 15. | 77762453 3891556 | 06/17/09 12/14/10 | FIGURE-EIGHT |
| 16. | 77762468 3891557 | 06/17/09 12/14/10 | FIGURE-EIGHT TECHNOLOGY |
| 17. | 77811642 3955411 | 08/24/09 05/03/11 | EASY SLEEVES |
| 18. | 77876914 4003169 | 11/19/09 07/26/11 | HT-CONNECT |
| 19. | 77903181 4003239 | 12/30/09 07/26/11 | FEEL BETTER EVERYWHERE |
| 20. | 77960501 3959344 | 03/16/10 05/10/11 | SERENITY |
| 21. | 77960506 4053633 | 03/16/10 11/08/11 | ZERO G |
| 22. | 77968891 4030012 | 03/25/10 09/20/11 | BODY SPA |
| 23. | 77980996 3915199 | 02/09/07 02/01/11 | HT HUMAN TOUCH IJOY |
| 24. | 78360430 3525646 | 01/30/04 10/28/08 | HT |
| 25. | 78413557 3525652 | 05/05/04 10/28/08 | HT HUMAN TOUCH |
| 26. | 78508696 3486175 | 10/29/04 08/12/08 | ACUPOINT |
| 27. | 85452688 4223203 | 10/20/11 10/09/12 | ZEROG |

| <u>No</u> | <u>Registration &/OR Serial Number</u> | <u>Registration or Filing Date</u> | <u>Mark</u> |
|-----------|--|------------------------------------|--|
| 28. | 85484188 4277002 | 11/30/11 01/15/13 | DO WHAT YOU DO BETTER |
| 29. | 85452678 4273179 | 10/20/11 01/08/13 | DEFY GRAVITY |
| 30. | 85484182 4277001 | 11/30/11 01/15/13 | GO TO ZERO |
| 31. | 85452684 4384664 | 10/20/11 08/13/13 | IMMERSION SEATING |
| 32 | 86192276 4654328 | 02/12/14 12/09/14 | FLEXGLIDE |
| 33. | 85904859 4665523 | 04/15/13 01/06/15 | BODYMAP PRO |
| 34. | 86258197 4796253 | 04/21/14 08/18/15 | PROZERO |
| 35. | 86004540 | 07/08/13 | PERFECT WORKSPACE |
| 36. | 86632622 | 05/18/15 | HT HUMAN TOUCH BE YOUR BEST. FEEL YOUR BEST. |

Trademarks- Relax The Back Corporation

| <u>No</u> | <u>Registration &/OR Serial Number</u> | <u>Registration or Filing Date</u> | <u>Mark</u> |
|-----------|--|------------------------------------|---|
| 1. | 76563455 2917047 | 12/05/03 01/11/05 | RELAX THE BACK |
| 2. | 76563454 2906072 | 12/05/03 11/30/04 |  |
| 3. | 75892675 2707437 | 01/07/00 04/15/03 | RELAX THE BACK |

| <u>No</u> | <u>Registration &/OR Serial Number</u> | <u>Registration or Filing Date</u> | <u>Mark</u> |
|-----------|--|------------------------------------|---|
| 4. | 75069592 2269336 | 03/08/96 08/10/99 | RELAX THE BACK |
| 5. | 74308664 1763540 | 08/28/92 01/12/93 |  |
| 6. | 74103375 1714372 | 10/05/90 09/08/92 | RELAX THE BACK |
| 7. | 75069591 2304433 | 03/08/96 12/28/99 |  |

SCHEDULE B

Patents and Patent Applications – Human Touch, LLC

| <u>No</u> | <u>Patent Number</u> | <u>Filing Date</u> | <u>Title</u> |
|-----------|----------------------|--------------------|---|
| 1. | D542,867 | 05/15/07 | Electromechanical exercise apparatus |
| | D/240,166 | 10/07/05 | |
| 2. | D539,051 | 03/27/07 | Massage chair |
| | D/240,062 | 10/07/05 | |
| 3. | D538,056 | 03/13/07 | Massage chair |
| | D/240,168 | 10/07/05 | |
| 4. | D537,646 | 03/06/07 | Massage chair |
| | D/255,126 | 03/03/06 | |
| 5. | D537,642 | 03/06/07 | Massage chair |
| | D/243,417 | 11/23/05 | |
| 6. | D537,262 | 02/27/07 | Massage chair |
| | D/254,964 | 03/01/06 | |
| 7. | 7,184,655 | 02/27/07 | Footrest with integral heater |
| | 11/178,206 | 07/07/05 | |
| 8. | D536,894 | 02/20/07 | Massage chair |
| | D/240,167 | 10/07/05 | |
| 9. | D536,893 | 02/20/07 | Massage chair |
| | D/240,165 | 10/07/05 | |
| 10. | D536,892 | 02/20/07 | Massage chair |
| | D/240,162 | 10/07/05 | |
| 11. | D535,751 | 01/23/07 | Calf and foot massager |
| | D/240,163 | 10/07/05 | |
| 12. | D535,402 | 01/16/07 | Calf and foot massager |
| | D/240,169 | 10/07/05 | |
| 13. | 7,004,916 | 02/28/06 | Massaging device for chairs with guide rail and carriage assembly |
| | 10/045,995 | 10/19/01 | |

| <u>No</u> | <u>Patent Number</u> | <u>Filing Date</u> | <u>Title</u> |
|-----------|--------------------------|------------------------|--|
| 14. | D508,617 D/217,394 | 08/23/05 11/16/04 | Massage chair |
| 15. | D500,609 D/207,647 | 01/11/05 06/16/04 | Legless reclining chair |
| 16. | D500,608 D/205,047 | 01/11/05 05/07/04 | Reclining chair |
| 17. | D500,212 D/204,097 | 12/28/04 04/23/04 | Legless reclining chair |
| 18. | D498,065 D/198,480 | 11/09/04 01/29/04 | Legless reclining chair |
| 19. | 6,814,710 09/632,315 | 11/09/04 08/04/00 | Massaging device for chairs |
| 20. | 6,786,878 09/880,411 | 09/07/04 06/11/01 | Warm air massager |
| 21. | 5,601,529 08/422,879 | 02/11/97 04/17/95 | Finger massage apparatus |
| 22. | 5,967,609 08/751,914 | 10/19/99 11/18/96 | Reclining chair with guide rail system |
| 23. | 6,012,774 09/173,932 | 01/11/00 29/26/98 | Reclining chair with guide rail system |
| 24. | 7,207,958 10/751,031 | 04/24/07 01/02/04 | Air controlled massage system with motorized drive mechanism |
| 25. | 7,226,428 10/705,412 | 06/05/07 11/10/03 | Air controlled massage system |
| 26. | 7,604,606 10/841,073 | 10/20/09 05/06/04 | Intensity control for massage devices |
| 27. | 8,021,313 12/553,909 | 09/20/11 09/03/09 | Intensity control for massage devices |

| <u>No</u> | <u>Patent Number</u> | <u>Filing Date</u> | <u>Title</u> |
|-----------|--------------------------|------------------------|--|
| 28. | 8,870,280 | 10/28/14 | Table accessory for a chair |
| | 13/306,932 | 11/29/11 | |
| 29. | 9,098,114 | 08/04/15 | Comprehensive user control system for therapeutic wellness devices |
| | 12/876,089 | 09/03/10 | |
| 30. | D383,849 | 09/16/97 | Hand-held massager |
| | D/056,385 | 06/27/96 | |
| 31. | D545,071 | 06/26/07 | Table |
| | D/242,125 | 11/04/05 | |
| 32. | D557,029 | 12/11/07 | Massage chair |
| | D/273,042 | 02/21/07 | |
| 33. | D559,992 | 01/15/08 | Hand-held massager |
| | D/272,995 | 02/21/07 | |
| 34. | D571,110 | 06/17/08 | Massage chair |
| | D/280,110 | 05/16/07 | |
| 35. | D586,138 | 12/10/09 | Massage chair |
| | D/322,249 | 07/31/08 | |
| 36. | D591,963 | 05/12/09 | Massage chair |
| | D/322,362 | 08/01/08 | |
| 37. | D597,753 | 08/11/09 | Massage chair |
| | D/321,799 | 07/23/08 | |
| 38. | D604,536 | 11/24/09 | Massage chair |
| | D/336,886 | 05/11/09 | |
| 39. | D627,175 | 11/16/10 | Massage chair |
| | D/353,107 | 12/31/09 | |
| 40. | D655,931 | 03/20/12 | Massage chair |
| | D/403,834 | 10/11/11 | |
| 41. | D683,152 | 05/28/13 | Massage chair |
| | D/422,903 | 05/24/12 | |

| <u>No</u> | <u>Patent Number</u> | <u>Filing Date</u> | <u>Title</u> |
|-----------|--------------------------|------------------------|--|
| 42. | D683,153 D/422,904 | 05/28/13 05/24/12 | Massage chair |
| 43. | 7,325,878 10/850,822 | 02/05/08 05/21/04 | Chair With Extendable Footrest |
| 44. | 9,167,906 14/256,326 | 10/27/15 04/18/14 | Computer component mounting device for a chair |
| 45. | D699,960 D/441,107 | 02/25/14 12/31/12 | Reclining chair |
| 46. | D583,582 D/317,434 | 12/30/08 04/29/08 | Massage chair |
| 47. | D575,069 D/295,499 | 08/19/08 09/28/07 | Massage chair |
| 48. | D574,642 D/280,186 | 08/12/08 05/18/07 | Massage chair |
| 49. | 7,410,215 11/078,574 | 08/12/08 03/11/05 | Articulating chair |
| 50. | 7,238,162 10/916,961 | 07/03/07 08/12/04 | Warm air massager |
| 51. | 29/422,904 | 05/24/12 | Design; Massage Chair |
| 52. | 29/422,903 | 05/24/12 | Design; Massage Chair |
| 53. | 13/084,362 | 04/11/11 | Modular Massage Chair |

SCHEDULE C

Copyrights Registered with the United States Copyright Office- Human Touch, LLC

| <u>Description</u> | <u>Registration/ Application Number</u> | <u>Registration/ Application Date</u> |
|---|---|---|
| The Human Touch Website Application including Audiovisual Material and Associated Screen Displays | PA0001774042 | 01/11/11 |