

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT4055814

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
BIOSPHERE MEDICAL, INC.	09/16/2016
RECEIVING PARTY DATA	
Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION, AS ADMINISTRATIVE AGENT
Street Address:	1525 WEST W.T. HARRIS BLVD.
Internal Address:	MAC D1109-019
City:	CHARLOTTE
State/Country:	NORTH CAROLINA
Postal Code:	28262
PROPERTY NUMBERS Total: 5	
Property Type	Number
Patent Number:	6713646
Patent Number:	6884905
Patent Number:	7135593
Application Number:	62296430
Application Number:	62377198
CORRESPONDENCE DATA	
Fax Number:	(704)373-8822
<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:	(704) 373-4640
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Correspondent Name:	BETTY G. SMITH, SENIOR PARALEGAL
Address Line 1:	MCGUIREWOODS LLP, 201 N. TRYON STREET
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ATTORNEY DOCKET NUMBER:	2029724-0503
NAME OF SUBMITTER:	BETTY G. SMITH
SIGNATURE:	/Betty G. Smith/
DATE SIGNED:	09/16/2016

Total Attachments: 5

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PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT (this "Agreement") dated as of September 16, 2016 is entered into by and between BIOSPHERE MEDICAL, INC., a Delaware corporation (the "Grantor"), having its chief executive office at 1050 Hingham Street, Rockland, Massachusetts 02370, WELLS FARGO BANK, NATIONAL ASSOCIATION, as administrative agent (the "Administrative Agent"), with offices at 1525 West W.T. Harris Blvd., MAC D1109-019, Charlotte, North Carolina 28262, for the benefit of the banks and other financial institutions (the "Lenders") from time to time parties to that certain Second Amended and Restated Credit Agreement, dated as of July 6, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") by and among the Grantor, the Lenders and the Administrative Agent.

This Agreement is executed pursuant to the terms of that certain Amended and Restated Collateral Agreement dated as of July 6, 2016 by and among Merit Medical Systems, Inc. (the "Borrower"), certain Subsidiaries of the Borrower party thereto and the Administrative Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"). Capitalized terms used herein but not defined herein shall have the meaning assigned to them in the Collateral Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Administrative Agent, a continuing security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired:

- (i) each Patent and all of the goodwill of the business connected with the use of, and symbolized by, each Patent of the Grantor, including, without limitation, each Patent described on Schedule A;
- (ii) each Patent License, including, without limitation, each Patent License described on Schedule B;
- (iii) all claims by the Grantor against third parties for (a) past, present or future infringement or dilution of any Patent, including, without limitation, any Patent described on Schedule A or under any Patent License described on Schedule B, (b) injury to the goodwill associated with any Patent or Patent License or (c) breach or enforcement of any Patent License; and
- (iv) all products and proceeds of the foregoing.

The rights and remedies of the Administrative Agent with respect to the security interest granted herein are without prejudice to, and are in addition to, those set forth in the Collateral Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall govern.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of day and year first written above.

BIOSPHERE MEDICAL, INC., as Grantor

By: Bernard Birkett
Name: Bernard Birkett
Title: Chief Financial Officer

Agreed and Accepted as of the
16th day of September, 2016.

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Administrative Agent

By: Jared Myres
Name: Jared Myres
Title: Vice President

Schedule A
to
Patent Security Agreement

Patents

<u>U.S. Patent No.</u>	<u>Application Number</u>	<u>File Date</u>	<u>Issue Date</u>	<u>Title</u>
6,713,646	10/186,251	2002-06-27	2004-03-30	DEGRADABLE CROSSLINKERS, AND DEGRADABLE CROSSLINKED HYDROGELS COMPRISING THEM
6,884,905	10/374,508	2003-02-25	2005-04-26	DEGRADABLE CARBMATE-CONTAINING BIS(ACRYLOYL) CORSSLINKERS, AND DEGRADABLE CROSSLINKED HYDROGELS COMPRISING THEM
7,135,593	10/806,036	2004-03-22	2006-11-14	DEGRADABLE CROSSLINKERS, AND DEGRADABLE CROSSLINKED HYDROGELS COMPRISING THEM
	62/296,430	2016-02-17		MICROSPHERES CONTAINING THERAPEUTIC AGENTS AND RELATED METHODS OF USE
	62/377,198	2016-08-19		MICROSPHERES CONTAINING THERAPEUTIC AGENTS AND RELATED METHODS OF USE

Schedule B
to
Patent Security Agreement

Patent Licenses

None.