504441093 06/30/2017

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4487794

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF PATENT SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Execution Date
CRG SERVICING LLC	06/30/2017

## **RECEIVING PARTY DATA**

Name:	OUTSET MEDICAL, INC.
Street Address:	1830 BERING DRIVE
City:	SAN JOSE
State/Country:	CALIFORNIA
Postal Code:	95112

## **PROPERTY NUMBERS Total: 16**

Property Type	Number
Patent Number:	8753515
Patent Number:	8685251
Patent Number:	8801922
Patent Number:	8501009
Patent Number:	8524086
Patent Number:	9138687
Patent Number:	9328969
Application Number:	14305952
Application Number:	14231189
Application Number:	13598176
Application Number:	14699875
Application Number:	62052410
Application Number:	62127155
Application Number:	12795371
Application Number:	14309494
PCT Number:	US2015028286

### **CORRESPONDENCE DATA**

### Fax Number:

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.

504441093 REEL: 043070 FRAME: 0784

PATENT

Email: TDinh@mofo.com

Correspondent Name: MORRISON & FOERSTER LLP

Address Line 1: 425 MARKET STREET

Address Line 4: SAN FRANCISCO, CALIFORNIA 94105

ATTORNEY DOCKET NUMBER: 72295-24

NAME OF SUBMITTER: TUAN DINH

SIGNATURE: /Tuan Dinh/

DATE SIGNED: 06/30/2017

**Total Attachments: 5** 

source=Patent Filing#page1.tif source=Patent Filing#page2.tif source=Patent Filing#page3.tif source=Patent Filing#page4.tif source=Patent Filing#page5.tif

> PATENT REEL: 043070 FRAME: 0785

## RELEASE OF PATENT SECURITY INTEREST

This RELEASE OF PATENT SECURITY INTEREST ("Release") is made and effective as of June 30, 2017 and granted by CRG SERVICING LLC, a Delaware limited liability company (together, with their successors and assigns, the "Secured Parties"), in favor of OUTSET MEDICAL, INC., a Delaware corporation (the "Grantor") and its successors, assigns and legal representatives.

WHEREAS, pursuant to that certain Security Agreement dated as of June 5, 2015 (the "Security Agreement") among, *inter alia*, the Grantor and the Secured Party, the Grantor executed and delivered to the secured parties therein identified that certain Short-Form Patent Security Agreement dated as of June 5, 2015 (the "Patent Security Agreement");

WHEREAS, pursuant to the Patent Security Agreement, the Grantor pledged and granted to the secured parties therein identified a security interest in and to all of the right, title and interest of such Grantor in, to and under the Patent Collateral (as defined below);

WHEREAS, the Patent Security Agreement was recorded with the United States Patent and Trademark Office at Reel 035837, Frame 0662 on June 5, 2015; and

WHEREAS, the Grantor has requested that the Secured Party enter into this Release in order to effectuate, evidence and record the release and reassignment to the Grantor of any and all right, title and interest the Secured Party may have in the Patent Collateral pursuant to the Patent Security Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Secured Party hereby states as follows:

- 1. Release of Security Interest. Secured Party, its successors, legal representatives and assigns, hereby terminates the Patent Security Agreement and terminates, releases and discharges any and all security interests that it has pursuant to the Patent Security Agreement in any and all right, title and interest of the Grantor, and reassigns to the Grantor any and all right, title and interest that it may have, in, to and under the following (collectively, the "Patent Collateral"):
  - (a) any and all patents, patent applications and other patent rights and any other governmental authority-issued indicia of invention ownership, including the patents and patent applications listed in Schedule 1 hereto, and all reissues, divisions, continuations, continuations-in-part, renewals, extensions and reexaminations thereof and amendments thereto (the "Patents");
  - (b) all rights of any kind whatsoever of Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;
  - (c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
  - (d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to

PATENT REEL: 043070 FRAME: 0786 and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

- 2. <u>Further Assurances</u>. Secured Party agrees to take all further actions, and provide to the Grantor and its successors, assigns and legal representatives all such cooperation and assistance, including, without limitation, the execution and delivery of any and all further documents or other instruments, as the Grantor and its successors, assigns and legal representatives may reasonably request in order to confirm, effectuate or record this Release.
- 3. Governing Law. This Release and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Release and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

2

IN WITNESS WHEREOF, Secured Parties have caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

CRG SERVICEMO LLC

Ву\_

Nathan Hukill

Authorized Signatory

## **SCHEDULE 1**

# **PATENTS**

# **Patents**

Title	Jurisdiction	Patent Number	Issue Date	Record Owner
Dialysis System With Ultrafiltration Control	US	8,753,515	6/17/2014	Outset Medical, Inc.
Ultra-Pasteurization For Dialysis Machines	US	8,685,251	4/1/2014	Outset Medical, Inc.
Dialysis System	US*	8,801,922	8/12/2014	Outset Medical, Inc. and Oregon State University
Fluid Purification System	US*	8,501,009	8/6/2013	Outset Medical, Inc. and Oregon State University
Fluid Purification System	US*	8,524,086	9/3/2013	Outset Medical, Inc. and Oregon State University
Fluid Purification System	US*	9,138,687	9/22/2015	Outset Medical, Inc. and Oregon State University
Heat Exchange Fluid Purification For Dialysis System	US	9.328.969	5/3/2016	Outset Medical, Inc.

# **Patent Applications**

Title	Jurisdiction	Application Serial Number	Filing Date	Record Owner
Dialysis System With Ultrafiltration Control	US	14/305,952	6/16/2014	Outset Medical, Inc.
Ultra-Pasteurization For Dialysis Machines	US	14/231,189	3/31/2014	Outset Medical, Inc.
Heat Exchange Fluid Purification For Dialysis System	Australia	20122318561	10/4/2012	Outset Medical, Inc.
Heat Exchange Fluid Purification For Dialysis System	Canada	2,851,245	10/4/2012	Outset Medical, Inc.
Heat Exchange Fluid Purification For Dialysis System	China	20128005839 0.7	10/4/2012	Outset Medical, Inc.
Heat Exchange Fluid Purification For Dialysis System	Europe	12838503.6	10/4/2012	Outset Medical, Inc.
Heat Exchange Fluid Purification	Japan	2014-534725	10/4/2012	Outset Medical, Inc.

4

**PATENT REEL: 043070 FRAME: 0789** 

Title	Jurisdiction	Application Serial Number	Filing Date	Record Owner
For Dialysis System				
Dialysate Mixing And Dialyzer Control For Dialysis System	US	13/598,176	8/29/2012	Outset Medical, Inc.
Dialysis System and Methods	US	14/699,875	4/29/2015	Outset Medical, Inc.
Dialysis System and Methods	РСТ	PCT/US15/ 28286	4/29/2015	Outset Medical, Inc.
Dialysis Machine Having A Conductivity Sensor For Determining Fluid Properties	US	62/052,410	9/18/2014	Outset Medical, Inc.
Dialysis System	US	62/127,155	3/2/2015	Outset Medical, Inc.
Microfluidic Devices	US*	12/795,371	6/7/2010	Outset Medical, Inc. and Oregon State University
Dialysis System	US*	14/309,494	6/19/2014	Outset Medical, Inc. and Oregon State University
Microfluidic Devices For Dialysis	EP*	10724641.5	6/7/2010	Outset Medical, Inc. and Oregon State University
Dialysis System	CA*	2,801,196	6/6/2011	Outset Medical, Inc. and Oregon State University
Dialysis System	CN*	20118003372 1.7	6/6/2011	Outset Medical, Inc. and Oregon State University
Dialysis System	EP*	11792960.4	6/6/2011	Outset Medical, Inc. and Oregon State University
Dialysis System	JP*	2013-514253	6/6/2011	Outset Medical, Inc. and Oregon State University

<sup>\*</sup>Co-owned by Outset Medical, Inc., and Oregon State University

**RECORDED: 06/30/2017**