

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT4587917

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Execution Date
CAPSA SOLUTIONS LLC	09/08/2017

**RECEIVING PARTY DATA**

<b>Name:</b>	MIDCAP FINANCIAL TRUST, AS AGENT
<b>Street Address:</b>	7255 WOODMONT AVENUE, SUITE 200
<b>Internal Address:</b>	C/O MIDCAP FINANCIAL SERVICES, LLC, AS SERVICER
<b>City:</b>	BETHESDA
<b>State/Country:</b>	MARYLAND
<b>Postal Code:</b>	20814

**PROPERTY NUMBERS Total: 53**

Property Type	Number
Patent Number:	9680333
Patent Number:	9475514
Patent Number:	6085936
Patent Number:	6000486
Patent Number:	6098732
Patent Number:	6082544
Patent Number:	6746091
Patent Number:	7152441
Patent Number:	7594668
Patent Number:	8215650
Patent Number:	9242664
Patent Number:	D515767
Patent Number:	D518267
Patent Number:	D504259
Patent Number:	D517768
Patent Number:	D504260
Patent Number:	D661512
Patent Number:	D650142
Patent Number:	8109527

PATENT

Property Type	Number
Patent Number:	8196939
Patent Number:	8905496
Patent Number:	8567735
Patent Number:	8616136
Patent Number:	8677911
Patent Number:	D730011
Patent Number:	D762339
Patent Number:	D692431
Patent Number:	8271128
Patent Number:	6370215
Patent Number:	6497339
Patent Number:	6554157
Patent Number:	6578733
Patent Number:	6659304
Patent Number:	6684914
Patent Number:	6899144
Patent Number:	6899148
Patent Number:	7073544
Patent Number:	7124791
Patent Number:	7219703
Patent Number:	7395841
Patent Number:	7383862
Patent Number:	7631670
Application Number:	15643116
Application Number:	14134850
Application Number:	14531108
Application Number:	13803923
Application Number:	13782841
Application Number:	62358957
Application Number:	15374436
Application Number:	15374503
Application Number:	13621322
Application Number:	14155073
Patent Number:	8662605

**CORRESPONDENCE DATA**

Fax Number: (617)526-9899

*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.*

**PATENT**

**REEL: 043812 FRAME: 0103**

**Phone:** 6175269628  
**Email:** cslattery@proskauer.com  
**Correspondent Name:** CHRISTINE SLATTERY  
**Address Line 1:** PROSKAUER ROSE LLP  
**Address Line 2:** ONE INTERNATIONAL PLACE, 23RD FLOOR  
**Address Line 4:** BOSTON, MASSACHUSETTS 02110

**ATTORNEY DOCKET NUMBER:** 51375 / 032

**NAME OF SUBMITTER:** CHRISTINE SLATTERY

**SIGNATURE:** /Christine Slattery/

**DATE SIGNED:** 09/11/2017

**Total Attachments: 13**

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PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of September 8, 2017 (this "Agreement"), is made by CAPSA SOLUTIONS LLC, a Delaware limited liability company (the "Grantor"), in favor of MIDCAP FINANCIAL TRUST, as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Secured Creditors (as defined in the Security Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of September 8, 2017 (as the same may be amended, amended and restated, supplemented and/or modified from time to time, the "Credit Agreement"), by and among the Borrower, the Guarantors from time to time party thereto, the Agent, the L/C Issuer and the Lenders from time to time party thereto, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to that certain Security Agreement of even date herewith in favor of Agent (and such agreement may be amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, the Grantor is party to the Security Agreement pursuant to which the Grantor is required to execute and deliver this Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, the Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement and/or the Credit Agreement.

Section 2. Grant of Security Interest in Patent Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of the Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Creditors, and grants to Agent for the benefit of the Secured Creditors a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the "Patent Collateral"):

1. all of its Patents and all IP Licenses providing for the grant by or to the Grantor of any right under any Patent, including, without limitation, those referred to on Schedule 1 hereto;

2. all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing; and

3. all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Notwithstanding the foregoing, no Lien or security interest is hereby granted on any Excluded Property; provided that if and when any property shall cease to be Excluded Property, a Lien on and security in such property shall be deemed granted therein.

Section 3. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between this Agreement and the Security Agreement, the Security Agreement shall control.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, but subject to the terms of the Security Agreement, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Patents and IP Licenses subject to a security interest hereunder.

Section 5. Termination. This Agreement shall terminate and the Lien on the security interest in the Patent Collateral shall be released upon the payment in full in cash and performance of the Obligations (other than any outstanding contingent indemnification obligations as to which no claim has been asserted) and cash collateralization of Letters of Credit in accordance with the terms set forth in the Security Agreement and the Credit Agreement. Upon the termination of this Agreement, the Agent shall execute all documents, make all filings, and take all other actions reasonably requested by the Grantors to evidence and record the release of the Lien on and security interests in the Patent Collateral granted herein.

Section 6. Counterparts. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 7. Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR:

CAPSA SOLUTIONS LLC,  
a Delaware limited liability company

By:   
Name: Drew Kniese  
Title: Chief Financial Officer

{Signature Page to First Lien Patent Security Agreement}

ACCEPTED AND ACKNOWLEDGED BY:

**MIDCAP FINANCIAL TRUST,**  
as Administrative Agent

By: Apollo Capital Management, L.P.,  
its investment manager

By: Apollo Capital Management GP, LLC,  
its general partner

By:   
Name: Maurice Amsellem  
Title: Authorized Signatory

SCHEDULE I  
TO  
PATENT SECURITY AGREEMENT



Patents<sup>1</sup>

Owner	Status	Country	Application No.	Application Date	Patent No.	Grant Date	Title
Capsa Solutions LLC	Filed	United States	15/643,116	07/07/2017			BIN HAVING ELECTRONIC LOW PROFILE LOCKING ASSEMBLY
Capsa Solutions LLC	Filed	United States	14/134,850	12/19/2013			SYSTEM AND METHOD FOR PROVIDING REAL TIME CONTROL OF PHARMACEUTICALS
Capsa Solutions LLC	Filed	United States	14/531,108	11/03/2014			WALL WORK STATION
Capsa Solutions LLC	Filed	United States	13/803,923	03/14/2013			HEIGHT ADJUSTABLE SUPPORT
Capsa Solutions LLC	Filed	United States	13/782,841	03/01/2013			SYSTEM AND METHOD FOR A HOSPITAL CART
Capsa Solutions LLC	Granted	United States	13/840,318	03/15/2013	9,680,333	06/13/2017	POWER SYSTEM FOR A HOSPITAL CART
Capsa Solutions LLC	Filed	United States	62/358,957	07/06/2016			BIN HAVING ELECTRONIC LOW PROFILE LOCKING ASSEMBLY
Capsa Solutions LLC	Filed	United States	15/374,436	12/09/2016			MODULAR AND

<sup>1</sup> Each patent and patent application below owned by Capsa Solutions LLC (unless otherwise indicated).

<b>Owner</b>	<b>Status</b>	<b>Country</b>	<b>Application No.</b>	<b>Application Date</b>	<b>Patent No.</b>	<b>Grant Date</b>	<b>Title</b>
		States					FULLY TRACEABLE DELIVERY SYSTEM
Capsa Solutions LLC	Filed	United States	15/374,503	12/09/2016			METHOD FOR CONTROLLING ACCESS TO MEDICATIONS
Capsa Solutions LLC	Granted	United States	14/*538,564	11/11/2014	9,475,514	10/25/2016	MEDICAL CARTS WITH TOUCH-SENSITIVE FOOT PANELS, AND ASSOCIATED APPARATUSES AND METHODS
Capsa Solutions LLC	Granted	United States	09/315,548	05/20/1999	6,085,936	07/11/2000	MEDICATION DISPENSER
Capsa Solutions LLC	Granted	United States	08/844,376	04/18/1997	6,000,486	12/14/1999	APPARATUS FOR PROVIDING SELF-PROPELLED MOTION TO MEDICATION CARTS
Capsa Solutions LLC	Granted	United States	09/386,790	08/31/1999	6,098,732	08/08/2000	APPARATUS FOR PROVIDING SELF-PROPELLED MOTION TO MEDICATION CARTS
Capsa Solutions LLC	Granted	United States	09/241,170	02/01/1999	6,082,544	07/04/2000	MEDICINE UNIT DOSE DISPENSING

Owner	Status	Country	Application No.	Application Date	Patent No.	Grant Date	Title
							SYSTEM AND METHOD CART LOCKING DEVICE
Capsa Solutions LLC	Granted	United States	10/001,828	12/05/2001	6,746,091	06/08/2004	CART LOCKING DEVICE
Capsa Solutions LLC	Granted	United States	10/798,634	03/11/2004	7,152,441	12/26/2006	CART LOCKING DEVICE
Capsa Solutions LLC	Granted	United States	12/193,346	08/18/2008	7,594,668	09/29/2009	MEDICAL CART, MEDICATION MODULE, HEIGHT ADJUSTMENT MECHANISM, AND METHOD OF MEDICATION TRANSPORT
Capsa Solutions LLC	Granted	United States	13/187,328	07/20/2011	8,215,650	07/10/2012	MEDICAL CART, MEDICATION MODULE, HEIGHT ADJUSTMENT MECHANISM, AND METHOD OF MEDICATION TRANSPORT
Capsa Solutions LLC	Granted	United States	13/942,463	07/15/2013	9,242,664	01/26/2016	MEDICAL CART, MEDICATION MODULE, HEIGHT ADJUSTMENT MECHANISM, AND METHOD OF MEDICATION

Owner	Status	Country	Application No.	Application Date	Patent No.	Grant Date	Title
							TRANSPORT
Capsa Solutions LLC	Granted	United States	29/196,712	01/02/2004	D515,767	02/21/2006	CART
Capsa Solutions LLC	Granted	United States	29/196,713	01/02/2004	D518,267	03/28/2006	CART
Capsa Solutions LLC	Granted	United States	29/199,984	02/23/2004	D504,259	04/26/2005	DRAWER FACE
Capsa Solutions LLC	Granted	United States	29/196,714	01/02/2004	D517,768	03/21/2006	CART
Capsa Solutions LLC	Granted	United States	29/199,985	02/23/2004	D504,260	04/26/2005	DRAWER FACE
Capsa Solutions LLC	Granted	United States	29/385,719	02/18/2011	D661,512	06/12/2012	MOBILE CABINET
Capsa Solutions LLC	Granted	United States	29/385,720	02/18/2011	D650,142	12/06/2011	TECHNOLOGY CART
Capsa Solutions LLC	Granted	United States	12/389,716	02/20/2009	8,109,527	02/07/2012	MEDICAL CART AND KEYBOARD TRAY
Capsa Solutions LLC	Granted	United States	12/389,721	02/20/2009	8,196,939	06/12/2012	MEDICAL CART AND DRAWER ASSEMBLY AND LOCK
Capsa Solutions LLC	Granted	United States	12/636,181	12/11/2009	8,905,496	12/09/2014	WALL WORK STATION
Capsa Solutions LLC	Granted	United States	13/016,367	01/28/2011	8,567,735	10/29/2013	WORK STATION WITH HEIGHT ADJUSTMENT LOCK
Capsa Solutions LLC	Granted	United States	13/016,377	01/28/2011	8,616,136	12/31/2013	KEYBOARD TRAY

Owner	Status	Country	Application No.	Application Date	Patent No.	Grant Date	Title
		States					TILT
Capsa Solutions LLC	Granted	United States	13/397,048	02/15/2012	8,662,605	03/04/2014	MOBILE TECHNOLOGY CABINET
Capsa Solutions LLC	Granted	United States	13/399,212	02/17/2012	8,677,911	03/25/2014	TECHNOLOGY CART
Capsa Solutions LLC	Granted	United States	29/482,754	02/21/2014	D730,011	05/19/2015	CART
Capsa Solutions LLC	Granted	United States	29/526,341	05/08/2015	D762,339	07/26/2016	CART
Capsa Solutions LLC	Granted	United States	29/449,454	03/15/2013	D692,431	10/29/2013	BAR CODE SCANNER
***Capsa Solutions LLC <sup>2</sup>	Granted	United States		1/8/2009	8,271,128	9/18/2012	Pharmacy Workflow Management and System including Plural Counters
***Capsa Solutions LLC	Granted	United States		9/17/2012	13/621,322	N/A	Pharmacy Workflow Management and System including Plural Counters
***Capsa Solutions LLC	Granted	United States		4/13/2000	6,370,215	4/9/2002	Apparatus for feeding, counting and dispensing discrete objects -- Covers KL 15df and KL 16df with vibratory

<sup>2</sup> Although the record owner for each item with an asterisk (“\*\*\*”) is KIRBY LESTER, LLC, the legal owner for each such item is CAPSA SOLUTIONS LLC. The record ownership of these items will be updated post-closing via IP filings recorded at the appropriate filing offices to notify the filing office of the merger of Kirby Lester, LLC into Capsa Solutions LLC, with Capsa Solutions LLC as the surviving entity.

Owner	Status	Country	Application No.	Application Date	Patent No.	Grant Date	Title
							direct fill feature
***Capsa Solutions LLC	Granted	United States		5/31/2001	6,497,339	12/24/2002	Systems for feeding, counting and dispensing discrete objects Vibratory Dispenser with Removable Tablet Cassette
***Capsa Solutions LLC	Granted	United States		5/31/2001	6,554,157	4/29/2003	Cassette systems for feeding, counting and dispensing discrete objects-- Vibratory Dispenser with Removable Tablet Cassette
***Capsa Solutions LLC	Granted	United States		5/31/2001	6,578,733	6/17/2003	Cassette for storing and feeding discrete objects Removable cassette # 1 for vibratory dispenser - type counter
***Capsa Solutions LLC	Granted	United States		11/16/2001	6,659,304	12/9/2003	Cassettes for systems which feed, count and dispense discrete objects Removable cassette # 2 for vibratory dispenser - type counter
***Capsa Solutions LLC	Granted	United States		10/11/2001	6,684,914	2/3/2004	Method and system for high-speed discrete

Owner	Status	Country	Application No.	Application Date	Patent No.	Grant Date	Title
***Capsa Solutions LLC	Granted	United States		5/6/2003	6,899,144	5/31/2005	Method and system for high-speed discrete object counting and dispensing -- Counted tablet stager accessory
***Capsa Solutions LLC	Granted	United States		6/25/2003	6,899,148	5/31/2005	Method and system for high-speed tablet counting and dispensing -- Counted tablet stager accessory
***Capsa Solutions LLC	Granted	United States		5/2/2005	7,073,544	7/11/2006	Method and system for high-speed tablet counting and dispensing -- Counted tablet stager accessory
***Capsa Solutions LLC	Granted	United States		2/3/2004	7,124,791	10/24/2006	Method and system for high-speed tablet counting and dispensing -- Counted tablet stager accessory
***Capsa Solutions LLC	Granted	United States		5/19/2004	7,219,703	5/22/2007	Rotating Multi-Camber Tablet Feeder - Rotating tablet feeder
***Capsa Solutions LLC	Granted	United States		10/16/2006	7,395,841	7/8/2008	Method and system for high-speed tablet counting and dispensing

Owner	Status	Country	Application No.	Application Date	Patent No.	Grant Date	Title
***Capsa Solutions LLC	Granted	United States		7/6/2006	7,383,862	6/10/2008	Method and system for high-speed tablet counting and dispensing -- Method of counted tablet staging
***Capsa Solutions LLC	Granted	United States		6/30/2008	7,631,670	12/15/2009	Method and system for high-speed discrete object counting and dispensing - Counted tablet stager accessory
***Capsa Solutions LLC	Pending	United States	14/155,073	1/14/2014	N/A	N/A	Cassette Control Including Presence Sensing and Verification

**PATENT**

**REEL: 043812 FRAME: 0117**

**RECORDED: 09/11/2017**