PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	AMENDED AND RESTATED PATENT COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
AIRSTRIP IP HOLDINGS, LLC	10/02/2019

RECEIVING PARTY DATA

Name:	NANTWORKS, LLC, AS AGENT
Street Address:	9920 JEFFERSON BOULEVARD
City:	CULVER CITY
State/Country:	CALIFORNIA
Postal Code:	90232

PROPERTY NUMBERS Total: 25

Property Type	Number
Patent Number:	10042979
Patent Number:	10068057
Patent Number:	10078875
Patent Number:	10217527
Patent Number:	10262382
Patent Number:	10282518
Patent Number:	10402782
Patent Number:	8255238
Patent Number:	8856729
Patent Number:	9246991
Patent Number:	9400874
Patent Number:	9524569
Patent Number:	9996667
Application Number:	13075903
Application Number:	13798661
Application Number:	13861525
Application Number:	13863840
Application Number:	14193151
Application Number:	14193196
Application Number:	14193526

<u>PATENT</u>

REEL: 050630 FRAME: 0138

505706924

Property Type	Number
Application Number:	14551541
Application Number:	15513963
Application Number:	62255930
Application Number:	16384351
PCT Number:	US2015048333

CORRESPONDENCE DATA

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ATTORNEY DOCKET NUMBER:	50619.007
NAME OF SUBMITTER:	QUI LU FLOOD
SIGNATURE:	/Qui Lu Flood/
DATE SIGNED:	10/03/2019

Total Attachments: 18

source=Amended and Restated Patent Collateral Assignment and Security Agreement#page1.tif source=Amended and Restated Patent Collateral Assignment and Security Agreement#page2.tif source=Amended and Restated Patent Collateral Assignment and Security Agreement#page3.tif source=Amended and Restated Patent Collateral Assignment and Security Agreement#page4.tif source=Amended and Restated Patent Collateral Assignment and Security Agreement#page5.tif source=Amended and Restated Patent Collateral Assignment and Security Agreement#page6.tif source=Amended and Restated Patent Collateral Assignment and Security Agreement#page7.tif source=Amended and Restated Patent Collateral Assignment and Security Agreement#page8.tif source=Amended and Restated Patent Collateral Assignment and Security Agreement#page9.tif source=Amended and Restated Patent Collateral Assignment and Security Agreement#page10.tif source=Amended and Restated Patent Collateral Assignment and Security Agreement#page11.tif source=Amended and Restated Patent Collateral Assignment and Security Agreement#page12.tif source=Amended and Restated Patent Collateral Assignment and Security Agreement#page13.tif source=Amended and Restated Patent Collateral Assignment and Security Agreement#page14.tif source=Amended and Restated Patent Collateral Assignment and Security Agreement#page15.tif source=Amended and Restated Patent Collateral Assignment and Security Agreement#page16.tif source=Amended and Restated Patent Collateral Assignment and Security Agreement#page17.tif source=Amended and Restated Patent Collateral Assignment and Security Agreement#page18.tif

AMENDED AND RESTATED PATENT COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

AMENDED AND RESTATED PATENT COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT dated as of October 2, 2019, between AIRSTRIP IP HOLDINGS, LLC, a Texas limited liability company ("Assignor"), and NANTWORKS, LLC, a Delaware limited liability company, as Agent for certain Lenders as defined in the Loan and Security Agreement (as such terms are hereinafter defined) (together with its successors and assigns, "Agent").

WHEREAS, Assignor and Agent have entered into that certain Patent Collateral Assignment and Security Agreement dated as of April 28, 2017 (as amended and in effect immediately prior to the date hereof, the "Existing Patent Agreement");

WHEREAS, the Assignor is the owner of the Patents (as defined in the Loan and Security Agreement referenced herein) including those listed on <u>Schedule A</u> hereto;

WHEREAS, Assignor, Agent, certain other Borrowers and certain other Lenders are party to that certain Amended and Restated Loan and Security Agreement of even date herewith (as the same may be hereafter amended, modified, substituted, extended or restated, from time to time, the "Loan and Security Agreement");

WHEREAS, it is a condition precedent to the Lenders making any loans or otherwise extending credit to the Assignor under the Loan and Security Agreement that the Assignor execute and deliver to Agent this Patent Agreement (as defined below);

WHEREAS, the Assignor has affirmed and granted to Secured Parties (as defined below) a security interest in certain of the Assignor's personal property and fixture assets, including without limitation the Patents (as defined in the Loan and Security Agreement) including those listed on Schedule A attached hereto, all to secure the payment and performance of the Obligations (as defined in the Loan and Security Agreement);

WHEREAS, this Patent Agreement is supplemental to the provisions contained in the Loan and Security Agreement and other Loan Documents; and

WHEREAS, it is the intention of each of the parties hereto that (a) this Patent Agreement (including all Schedules attached hereto) amend, restate and replace in its entirety the Existing Patent Agreement (including all Schedules attached thereto), (b) all Liens and security interests created under the Existing Patent Agreement will be continued, amended and restated as provided herein and will not be novated, cancelled or discharged, and (c) Assignor has agreed to secure all of its Obligations by reaffirming its grant to the Agent, for the benefit of the Lenders, of a Lien on the Patent Collateral.

NOW, THEREFORE, in consideration of the mutual agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree to amend and restate the Existing Patent Agreement to read in its entirety as provided herein:

1. **Definitions.** Capitalized terms used herein and not otherwise defined herein shall have the respective meanings provided therefor in the Loan and Security Agreement. In addition, the following terms shall have the meanings set forth in this Section 1 or elsewhere in this Patent Agreement:

Proceeds. Any consideration received from the sale, exchange, license, lease or other disposition or transfer of any right, interest, asset or property which constitutes all or any part of the Patent Collateral, any value received as a consequence of the ownership, possession, use or practice of any Patent Collateral, and any payment received from any insurer or other person or entity as a result of the destruction or the loss, theft or other involuntary conversion of whatever nature of any right, interest, asset or property which constitutes all or any part of the Patent Collateral.

PTO. The United States Patent and Trademark Office.

Patent Agreement. This Patent Collateral Assignment and Security Agreement, as amended and in effect from time to time.

Patent Collateral. All of the Assignor's right, title and interest in and to all of the Patents (as defined in the Loan and Security Agreement), including those listed on Schedule A attached hereto, the Patent Rights and Proceeds therein.

Patent Rights. Any and all past, present or future rights in, to and associated with the Patents throughout the world, whether arising under federal law, state law, common law, foreign law, or otherwise, including but not limited to the following: (i) the right (but not the obligation) to register claims under any federal, state or foreign patent law or regulation, (ii) the right (but not the obligation) to sue or bring opposition or bring cancellation proceedings in the name of the Assignor or the Secured Parties for any and all past, present and future infringements of or any other damages or injury to the Patents, (iii) the rights to damages or profits due or accrued arising out of or in connection with any such past, present or future infringement, damage or injury, (iv) the right (but not the obligation) to license rights to the Patents, including those listed on Schedule A to third parties, and (v) the right (but not the obligation) to make and prosecute applications or renewals of Patents, including those listed on Schedule A.

Secured Parties. Collectively, the Lenders, the Agent and any other holder from time to time of the Obligations or any part thereof.

2. Grant of Security Interest. To secure the payment and performance in full of all of the Obligations, the Assignor hereby reaffirms, grants and collaterally assigns to the Secured Parties, A CONTINUING SECURITY INTEREST IN all of the Patent Collateral. THE

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SECURED PARTIES ASSUME NO LIABILITY ARISING IN ANY WAY BY REASON OF THEIR HOLDING SUCH COLLATERAL SECURITY AND ASSUMES NO OBLIGATIONS UNDER ANY AGREEMENT TO WHICH THE ASSIGNOR IS A PARTY RELATING TO THE PATENTS.

- Acknowledgement of Loan and Security Agreement. This Patent Agreement has been executed and delivered by the Assignor for the purpose of recording the grant of security interest herein with the PTO. The security interest granted hereby has been granted to the Secured Parties, in connection with the Loan and Security Agreement and is expressly subject to the terms and conditions thereof. The Loan and Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms. Assignor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Patent Collateral granted hereby are more fully set forth in the Loan and Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Patent Agreement and the terms of the Loan and Security Agreement, the terms of the Loan and Security Agreement shall govern.
- Assignor hereby ratifies and reaffirms the Loan Documents, which shall remain in full force and effect. Assignor hereby ratifies and reaffirms the Validity and enforceability of all of the liens and security interests, and all Patent Collateral heretofore pledged as security for the Obligations, in favor of the Agent continues to be and remains in full force and effect as Patent Collateral for the Obligations, in favor of the Agent continues to be and remains in full force and effect as Patent Collateral for the Obligations from and after the date hereof.
- 5. Termination. On the Termination Date, this Patent Agreement shall terminate and the Secured Parties shall, upon the written request and at the expense of the Assignor, execute and deliver to the Assignor all deeds, assignments and other instruments as may be necessary or proper to reassign and reconvey to and re-vest in the Assignor the entire right, title and interest to the Patent Collateral previously granted, assigned, transferred and conveyed to the Secured Parties by the Assignor pursuant to this Patent Agreement, as fully as if this Patent Agreement had not been made, subject to any disposition of all or any part thereof which may have been made by the Secured Parties pursuant hereto or the Loan and Security Agreement.

[signatures on next page]

SIGNATURE PAGE TO AMENDED AND RESTATED PATENT COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

IN WITNESS WHEREOF, this Patent Agreement has been executed as of the day and year first above written.

"ASSIGNOR"

AIRSTRIP IP HOLDINGS, LLC,
a Texas limited liability company

By:

Name: Alan Portela

Title: Chief Executive Officer

"AGENT"

NANTWORKS, LLC, a Delaware limited liability company

REEL: 050630 FRAME: 0144

Patents and Patent Applications

TITLE	COUNTRY	SERIAL NO	FILING DATE	PUB NO	PUB DATE	ISSUE DATE	PAT NO
Systems and Methods for Collecting And Viewing Patient Data (23956-0026DE1)	Germany	13777642.3	4/12/2013	2839364	2/25/2015	12/12/2018	2839364
Systems and Methods for Collecting And Viewing Patient Data (23956-0026FR1)	France	13777642.3	4/12/2013	2839364	2/25/2015	12/12/2018	2839364
Systems and Methods for Collecting And Viewing Patient Data (23956-0026GB1)	United Kingdom	13777642.3	4/12/2013	2839364	2/25/2015	12/12/2018	2839364
Systems and Methods For Displaying Patient Data (23956-0027DE1)	Germany	13777472.5	4/16/2013	2838422	2/25/2015	11/14/2018	2,838,422
Systems and Methods For Displaying Patient Data (23956-0027FR1)	France	13777472.5	4/16/2013	2838422	2/25/2015	11/14/2018	2,838,422

SCHEDULE A

TITLE	COUNTRY	SERIAL NO	FILING DATE	PUB NO	PUB DATE	ISSUE DATE	PAT NO
Systems and Methods For Displaying Patient Data (23956-0027GB1)	United Kingdom	13777472.5	4/16/2013	2838422	2/25/2015	11/14/2018	2,838,422
Systems and Methods for Viewing Patient Data (23956-0011DE1)	Germany	10786670.9	6/8/2010	2441015	4/18/2012	12/5/2018	2,441,015
Systems and Methods for Viewing Patient Data (23956-0011FR1)	France	10786670.9	6/8/2010	2441015	4/18/2012	12/5/2018	2,441,015
Systems and Methods for Viewing Patient Data (23956-0011GB1)	United Kingdom	10786670.9	6/8/2010	2441015	4/18/2012	12/5/2018	2,441,015
Systems and Methods for Integrating, Unifying and Displaying Patient Data Across Healthcare Continua	United States	14/193,560	2/28/2014	US- 2014- 0249858- A1	9/4/2014	8/7/2018	10,042,979
Systems and Methods for Integrating, Unifying and Displaying Patient Data Across Healthcare Continua	United States	14/193,226	2/28/2014	US- 2014- 0249856- A1	9/4/2014	9/4/2018	10,068,057

TITLE	COUNTRY	SERIAL NO	FILING DATE	PUB NO	PUB DATE	ISSUE DATE	PAT NO
System and Method for Real Time Viewing Of Critical Patient Data On Mobile Devices	United States	13/588,539	8/17/2012	US 2013- 0030831- A1	1/31/2013	9/18/2018	10,078,875
Systems and Methods for Integrating, Unifying and Displaying Patient Data Across Healthcare Continua	United States	14/193,235	2/28/2014	US- 2014- 0249857- A1	9/4/2014	2/26/2019	10,217,527
Systems and Methods for and Displaying Patient Data	United States	14/193,246	2/28/2014	US- 2014- 0278486- A1	9/18/2014	4/16/2019	10,262,382
Systems and Methods for Viewing Electrocardiograms	United States	13/980,295	9/30/2013	US- 2014- 0019901- A1	1/16/2014	5/7/2019	10,282,518
Systems and Methods for and Displaying Patient Data	United States	13/798,580	3/13/2013	US- 2013- 0275151- A1	10/17/2013	9/3/2019	10,402,782
System and Method for Real Time Viewing Of Critical Patient Data On Mobile Devices	United States	11/301,348	12/12/2005	US- 2006- 0149597 A1	7/6/2006	8/28/2012	8,255,238

TITLE	COUNTRY	SERIAL NO	FILING DATE	PUB NO	PUB DATE	ISSUE DATE	PAT NO
Systems and Methods for Developing Multi- Platform Applications for Computing Devices	United States	13/716,974	12/17/2012	US 2013- 0167111- A1	6/27/2013	10/7/2014	8,856,729
Systems and Methods for Developing Multi- Platform Applications for Computing Devices	United States	14/470,493	8/27/2014	US- 2014- 0372518- A1	12/18/2014	1/26/2016	9,246,991
Systems and Methods for Viewing Patient Data	United States	13/376,735	12/7/2011	US- 2012- 0075103- A1	3/29/2012	7/26/2016	9,400,874
Systems and Methods for Displaying Patient Data	United States	13/863,851	4/16/2013	US- 2013- 0271470- A1	10/17/2013	12/20/2016	9,524,569
Systems and Methods for Displaying Patient Data	United States	14/193,278	2/28/2014	US- 2014- 027887- A1	9/18/2014	6/12/2018	9,996,667
Multi-Factor Authentication for Remote Access Of Patient Data	United States	13/075,903	3/30/2011	US- 2011- 0246235- A1	10/6/2011		

TITLE	COUNTRY	SERIAL NO	FILING DATE	PUB NO	PUB DATE	ISSUE DATE	PAT NO
Systems and Methods for and Displaying Patient Data	United States	13/798,661	3/13/2013	US- 2013- 0275152- A1	10/17/2013		
Systems and Methods for Collecting and Viewing Patient Data	United States	13/861,525	4/12/2013	US- 2013- 0275145- A1	10/17/2013		
Systems and Methods for Displaying Patient Data	United States	13/863,840	4/16/2013	US- 2013- 0271469- A1	10/17/2013		
Systems and Methods for Integrating, Unifying and Displaying Patient Data Across Healthcare Continua	United States	14/193,151	2/28/2014	US- 2014- 0249854- A1	9/4/2014		
Systems and Methods for Integrating, Unifying and Displaying Patient Data Across Healthcare Continua	United States	14/193,196	2/28/2014	US- 2014- 0249855- A1	9/4/2014		
Systems and Methods for and Displaying Patient Data	United States	14/193,526	2/28/2014	US- 2014- 0278488- A1	9/18/2014		

TITLE	COUNTRY	SERIAL NO	FILING DATE	PUB NO	PUB DATE	ISSUE DATE	PAT NO
Systems and Methods for Integrating, Unifying and Displaying Patient Data Across Healthcare Continua	United States	14/551,541	11/24/2014	US- 2015- 0088549- A1	3/26/2015		
Near-Real-Time Transmission Of Serial Patient Data To Third-Party Systems	United States	15/513,963	3/23/2017				
System and Method for Real Time Viewing of Critical Patient Data on Mobile Devices	Canada	2,608,497	1/3/2006				
System and Method for Real Time Viewing of Critical Patient Data on Mobile Devices	India	6042/DELN P/2007	1/3/2006				
Systems and Methods for Viewing Patient Data	Canada	2765124	6/8/2010				
Systems and Methods for Viewing Patient Data	Europe	10786670.9	6/8/2010	2441015	4/18/2012		

TITLE	COUNTRY	SERIAL NO	FILING DATE	PUB NO	PUB DATE	ISSUE DATE	PAT NO
Systems and Methods for Viewing Patient Data	India	168/CHENP /2012	6/8/2010	112013	3/15/2013		
Systems and Methods for Viewing Patient Data	Japan	2012- 515051	6/8/2010	2012- 529351	11/22/2012	3/11/2016	5,898,070
Systems And Methods For Developing Multi- Platform Applications For Computing Devices	Australia	2012355474	12/17/2012				
Systems And Methods For Developing Multi- Platform Applications For Computing Devices	Canada	2860374	12/17/2012				
Systems And Methods For Developing Multi- Platform Applications For Computing Devices	China	2012800701 95.6	12/17/2012	CN 1041261 86A	10/29/2014		
Systems And Methods For Developing Multi- Platform Applications For Computing Devices	Europe	12860877.5	12/17/2012	2795448	10/29/2014		

TITLE	COUNTRY	SERIAL NO	FILING DATE	PUB NO	PUB DATE	ISSUE DATE	PAT NO
Systems and Methods For Viewing Patient Data	Australia	2012207410	0/18/2012			9/1/2016	2,012,207, 410
Systems and Methods For Viewing Patient Data	Canada	2825195	0/18/2012				
Systems and Methods For Viewing Patient Data	China	2012800140 44.9	0/18/2012				
Systems and Methods For Viewing Patient Data	Europe	12736833	0/18/2012	2666142	11/27/2013		
Systems and Methods For Viewing Patient Data	India	6560/CHEN P/2013	0/18/2012				
Systems and Methods For Viewing Patient Data	Japan	2013- 550551	0/18/2012	2014- 507984	4/3/2014		

TITLE	COUNTRY	SERIAL NO	FILING DATE	PUB NO	PUB DATE	ISSUE DATE	PAT NO
Systems and Methods for Collecting And Viewing Patient Data	Australia	2013249558	4/12/2013				
Systems and Methods for Collecting And Viewing Patient Data	Canada	2869745	4/12/2013				
Systems and Methods for Collecting And Viewing Patient Data	Europe	13777642.3	4/12/2013	2839364	2/25/2015		
Systems and Methods for Collecting And Viewing Patient Data	Japan	2015- 507073	4/12/2013	2015- 519101	7/9/2015		
Systems and Methods For Displaying Patient Data	Australia	2013249417	4/16/2013				
Systems and Methods For Displaying Patient Data	Canada	2869632	4/16/2013				

TITLE	COUNTRY	SERIAL NO	FILING DATE	PUB NO	PUB DATE	ISSUE DATE	PAT NO
Systems and Methods For Displaying Patient Data	Europe	13777472.5	4/16/2013	2838422	2/25/2015		
Systems and Methods For Displaying Patient Data	Japan		4/16/2013	2015- 519102	7/9/2015		
Systems And Methods For Displaying Patient Data	Australia	2013249502	4/16/2013				
Systems And Methods For Displaying Patient Data	Canada	2870560	4/16/2013				
Systems And Methods For Displaying Patient Data	Europe	13778942.6	4/16/2013	2839429	2/25/2015		
Systems And Methods For Displaying Patient Data	Japan		4/16/2013	2015- 521308	7/27/2015		

TITLE	COUNTRY	SERIAL NO	FILING DATE	PUB NO	PUB DATE	ISSUE DATE	PAT NO
Systems And Methods For Integrating, Unifying And Displaying Patient Data Across Healthcare Continua	Africa	AP/P/2015/ 008727	2/27/2014				
Systems And Methods For Integrating, Unifying And Displaying Patient Data Across Healthcare Continua	Australia	2014223470	2/27/2014				
Systems And Methods For Integrating, Unifying And Displaying Patient Data Across Healthcare Continua	Brazil	BR1120150 21229-8	2/27/2014				
Systems And Methods For Integrating, Unifying And Displaying Patient Data Across Healthcare Continua	Canada	2903378	2/27/2014				
Systems And Methods For Integrating, Unifying And Displaying Patient Data Across Healthcare Continua	China	2014800249 21.X	2/27/2014	CN10519 0681A	12/23/2015		
Systems And Methods For Integrating, Unifying And Displaying Patient Data Across Healthcare Continua	Europe	14756271.4	2/27/2014	2962267	1/6/2016		

TITLE	COUNTRY	SERIAL NO	FILING DATE	PUB NO	PUB DATE	ISSUE DATE	PAT NO
Systems And Methods For Integrating, Unifying And Displaying Patient Data Across Healthcare Continua	India	8906/DELN P/2015	2/27/2014				
Near-Real-Time Transmission Of Serial Patient Data To Third-Party Systems	WIPO	PCT/US201 5/048333	9/3/2015				
Automated Patient Data Documentation	United States	62/255,930	11/16/2015				
Systems and Methods for Collecting And Viewing Patient Data	Europe	18211580.8	4/12/2013				
Systems And Methods For Displaying Patient Data	Japan	2018- 239394	4/16/2013				
Systems And Methods For And Displaying Patient Data	United States	16/384,351	4/15/2019				

TITLE	COUNTRY	SERIAL NO	FILING DATE	PUB NO	PUB DATE	ISSUE DATE	PAT NO
Serial Information Flow in Federated Platforms	Australia	2015321881	4/18/2017				
Serial Information Flow in Federated Platforms	Canada	2999830	3/19/2018				
Systems and Methods for Collecting And Viewing Patient Data	Australia	2018204486	6/20/2018				

RECORDED: 10/03/2019