

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT5820279

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
NINEPOINT MEDICAL, INC.	04/06/2018
RECEIVING PARTY DATA	
Name:	MERIT MEDICAL SYSTEMS, INC.
Street Address:	1600 WEST MERIT PARKWAY
City:	SOUTH JORDAN
State/Country:	UTAH
Postal Code:	84095
PROPERTY NUMBERS Total: 10	
Property Type	Number
Application Number:	14279567
Application Number:	14278424
Application Number:	14264630
Application Number:	14249544
Application Number:	14978643
Patent Number:	9706926
Patent Number:	9668638
Patent Number:	9237851
Patent Number:	9131848
Patent Number:	8947648
CORRESPONDENCE DATA	
Fax Number:	(801)578-6999
<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>	
Email:	cristi.bills@stoel.com
Correspondent Name:	MATTHEW S. BETHARDS
Address Line 1:	STOEL RIVES LLP, ONE UTAH CENTER
Address Line 2:	201 SOUTH MAIN STREET, SUITE 1100
Address Line 4:	SALT LAKE CITY, UTAH 84111
ATTORNEY DOCKET NUMBER:	37621/4

NAME OF SUBMITTER:	MATTHEW S. BETHARDS
SIGNATURE:	/Matthew S. Bethards/
DATE SIGNED:	11/14/2019
Total Attachments: 6 source=SecurityAgreement#page1.tif source=SecurityAgreement#page2.tif source=SecurityAgreement#page3.tif source=SecurityAgreement#page4.tif source=SecurityAgreement#page5.tif source=SecurityAgreement#page6.tif	

PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT (this “**Agreement**”) dated as of April 6, 2018 is entered into by and between NINEPOINT MEDICAL, INC., a Delaware corporation (the “**Grantor**”), having its principal executive office at 12 Oak Park Drive, Bedford, MA 01730, and MERIT MEDICAL SYSTEMS, INC., a Utah corporation with offices at 1600 West Merit Parkway, South Jordan, UT 84095 (the “**Lender**”).

WHEREAS, the Grantor and the Lender have entered into that certain Loan Agreement, dated on or about the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “**Loan Agreement**”), pursuant to which the Lender has agreed to make a loan to the Grantor, subject to the terms and conditions thereof;

WHEREAS, as a condition precedent to the making of the loan by the Lender under the Loan Agreement, the Grantor has executed and delivered to the Lender that certain Security Agreement, dated on or about the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”);

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Lender, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed to execute and deliver this Agreement for recording with governmental authorities, including, but not limited to, the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Terms; Interpretation.** As used herein, “**Specified Products**” means the Nvision VLE® Imaging System and any other product owned or licensed by Grantor (whether now or hereafter) utilizing optical coherence tomography. Each capitalized term used but not otherwise defined herein shall have the meaning specified in the Loan Agreement or the Security Agreement, as applicable. The rules of construction specified in Section 1.2 of the Loan Agreement also apply to this Agreement, with such changes as are required in the context of this Agreement.

2. **Grant of Security Interest.** Grantor hereby pledges and grants to the Lender a continuing security interest in and to all of the Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired (the “**Patent Collateral**”):

(a) all patents and patent applications of the Grantor directly or indirectly related to the Specified Products, including, without limitation, the inventions and improvements described and claimed therein (“**Patents**”), which are described on Schedule A hereto;

(b) all reissues, divisions, continuations, renewals, extensions and continuations in part of any Patent; all income, royalties, damages and payments now or hereafter due and/or payable with respect to any Patent, including, without limitation, damages and payments for past or future infringements thereof; all rights (but no obligation) to sue for past, present and future infringements of any Patent or bring interference proceedings with respect thereto; and all rights corresponding to any Patent throughout the world;

(c) all operating methods, formulas, processes, know-how and the like of the Grantor directly or indirectly related to the Specified Products; and

(d) all products and proceeds of the foregoing.

3. **Recordation.** Grantor authorizes the Commissioner for Patents and any other government officials to record and register this Agreement upon request by the Lender.

4. **Loan Documents Control.** The rights and remedies of the Lender with respect to the security interest granted herein are without prejudice to, and are in addition to, those set forth in the Security 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 Security Agreement, the provisions of the Security Agreement shall govern. The rights and remedies of the Lender with respect to the Patent Collateral are as provided by the Loan Agreement, the Security Agreement, and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

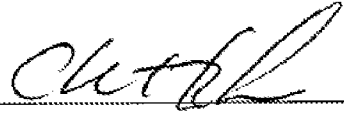
5. **Counterparts.** This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

6. **Governing Law.** This Agreement 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 Agreement and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the State of New York, including all matters of construction, validity and performance (including, for such purposes, Sections 5-1401 and 5-1402 of the General Obligations Law of the State of New York), but excluding all conflict of law principles therein (or of any other jurisdiction) that would require application of the law of any other jurisdiction.

[Signature pages follow]

IN WITNESS WHEREOF, the undersigned Grantor has caused this Patent Security Agreement to be duly executed and delivered as of day first above written by its officer thereunto duly authorized.

NINEPOINT MEDICAL, INC.,
as Grantor

By: 
Name: Christopher von Jako
Title: President and Chief Executive Officer

AGREED TO AND ACCEPTED:

MERIT MEDICAL SYSTEMS, INC.,
a Utah corporation

By: _____
Name:
Title:

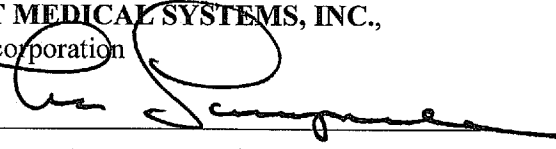
IN WITNESS WHEREOF, the undersigned Grantor has caused this Patent Security Agreement to be duly executed and delivered as of day first above written by its officer thereunto duly authorized.

NINEPOINT MEDICAL, INC.,
as Grantor

By: _____
Name:
Title:

AGREED TO AND ACCEPTED:

MERIT MEDICAL SYSTEMS, INC.,
a Utah corporation

By: 
Name: Fred Lampropoulos
Title: President/CEO

SCHEDULE A
TO
PATENT SECURITY AGREEMENT

Patents

█ [REDACTED]

█ [REDACTED]

█ [REDACTED]

█ [REDACTED]

2. Patent Applications.

Grantor has filed the following patent applications:

<u>Patent Application</u>	<u>Owner</u>	<u>Application Number</u>	<u>Application Date</u>
Determining angular orientation for imaging	NinePoint Medical, Inc.	14/279567	5/16/2014
Frequency-domain optical coherence tomography with extended field-of-view and reduction of aliasing artifacts	NinePoint Medical, Inc.	14/278424	5/15/2014
Optical coherence tomography optical probe systems and methods to reduce artifacts	NinePoint Medical, Inc.	14/264630	4/29/2014
Multiple aperture, multiple modal optical systems and methods	NinePoint Medical, Inc.	14/249544	4/10/2014
Imaging system producing multiple registered images of a body lumen	NinePoint Medical, Inc.	14/978,643	12/22/2015

3. Registered Patents.

Grantor has filed the following registered patents:

<u>Patent</u>	<u>Owner</u>	<u>Registration Number</u>	<u>Registration Date</u>
Angular image manipulation	NinePoint Medical, Inc.	9706926	7/18/2017
Balloon system including registration marking	NinePoint Medical, Inc.	9668638	6/6/2017
Imaging system producing multiple registered images of a body lumen	NinePoint Medical, Inc.	9237851	1/19/2016
Aberration corrected short working distance optical probe with large confocal parameter	NinePoint Medical, Inc.	9131848	9/15/2015
Systems and methods for signal processing in optical imaging systems	NinePoint Medical, Inc.	8947648	2/3/2015