

PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT5977915

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY AGREEMENT AMENDMENT	
CONVEYING PARTY DATA		
Name		Execution Date
SIO2 MEDICAL PRODUCTS, INC.		01/27/2020
RECEIVING PARTY DATA		
Name:	THE TEACHERS' RETIREMENT SYSTEM OF ALABAMA	
Street Address:	201 SOUTH UNION STREET	
City:	MONTGOMERY	
State/Country:	ALABAMA	
Postal Code:	36104	
PROPERTY NUMBERS Total: 14		
Property Type	Number	
Application Number:	16615969	
Application Number:	16616310	
Application Number:	29708593	
Application Number:	62914142	
Application Number:	62929668	
Application Number:	29712182	
Application Number:	29712186	
Application Number:	29712187	
Application Number:	62937959	
Application Number:	62948124	
Application Number:	62948748	
PCT Number:	US2019061293	
PCT Number:	US2019066685	
PCT Number:	US2019065099	
CORRESPONDENCE DATA		
Fax Number:	(205)254-1999	
<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:	205-254-1036	
Email:	tebbert@maynardcooper.com	

Correspondent Name:	C. BRANDON BROWNING
Address Line 1:	1901 SIXTH AVENUE NORTH
Address Line 2:	SUITE 2400
Address Line 4:	BIRMINGHAM, ALABAMA 35203

ATTORNEY DOCKET NUMBER:	00211.0075
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NAME OF SUBMITTER:	C. BRANDON BROWNING
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SIGNATURE:	/C. Brandon Browning/
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DATE SIGNED:	02/24/2020
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Total Attachments: 3

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PATENT SECURITY AGREEMENT AMENDMENT

THIS PATENT SECURITY AGREEMENT AMENDMENT ("this Amendment") dated as of January 27, 2020 is entered into by and among each party identified on the signature page of this Agreement (collectively referred to herein as "Grantors" and individually as a "Grantor") in favor of **THE TEACHERS' RETIREMENT SYSTEM OF ALABAMA**, an instrumentality of the State of Alabama ("TRS"), in its capacity as Agent ("Agent") for the Lenders (as defined below) under that certain Master Loan Agreement dated as of March 15, 2012 (as amended or supplemented from time to time, the "Loan Agreement") by and among SiO₂ Medical Products, Inc., a Delaware corporation ("Borrower"), TRS, as such Agent for itself and the other lenders party to the Loan Agreement (collectively, the "Lenders").

Recitals

A. The Grantors have heretofore entered into a Patent Security Agreement dated as of March 15, 2012 (as amended, restated or supplemented from time to time, the "Security Agreement"), pursuant to which the Grantors secured the Secured Obligations to the Lenders with the Patent Collateral.

B. The Grantors and the Agent now desire to amend the Security Agreement in certain respects, as hereinafter set forth.

Agreement

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual agreements of the parties hereto, the Security Agreement is hereby amended as follows:

1. Definitions. Capitalized terms used in this Amendment and not otherwise defined herein have the respective meanings attributed thereto in the Security Agreement.

2. Amendment to Security Agreement. Effective as of the date hereof, Exhibit A attached to the Security Agreement is hereby revised to include the Patents referenced in the Amendment to Exhibit A attached hereto. Each of the Grantors acknowledges, agrees, ratifies and reaffirms the grant to the Agent of a first-priority security interest in and lien upon the Patent Collateral and acknowledges, agrees and reaffirms that the Secured Obligations are secured by a properly perfected, first-priority security interest in and lien upon the Patent Collateral, including, but not limited to, the Patents described in the Amendment to Exhibit A attached hereto and each of the Grantors hereby, as security for the Secured Obligations, grants to the Agent security title to and a continuing security interest in, and assigns, transfers, conveys, pledges and sets over to the Agent all of the Grantors' right, title and interest in, to and under all Patents described in such Amendment to Exhibit A, as further amended or modified from time to time.

3. Miscellaneous.

(a) Except as amended hereby, the Security Agreement shall continue in full force and effect.

(b) Each of the Grantors hereby represents and warrants to the Agent that all representations and warranties contained in the Security Agreement are true and correct as of the date hereof (except representations and warranties that are expressly limited to an earlier date); and each of the Grantors hereby certifies that no Event of Default nor any event that, upon notice or lapse of time or both, would constitute an Event of Default, has occurred and is continuing.

(c) This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which when taken together shall constitute one and the same instrument.

(d) The covenants and agreements contained herein shall apply to and inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

(e) Nothing contained herein shall be construed as a waiver, acknowledgment or consent to any breach of or Event of Default under the Security Agreement and other related documents not specifically mentioned herein, and the consents granted herein are effective only in the specific instance and for the purposes for which given.

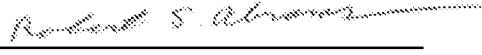
(f) This Amendment shall be governed by the laws of the State of Alabama.

[Remainder of page left intentionally blank]

IN WITNESS WHEREOF, the Grantors and the Agent have caused this Amendment to be executed and delivered by their duly authorized representatives as of the date set forth above.

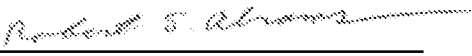
GRANTORS:

SiO₂ MEDICAL PRODUCTS, INC.

By: 

Name: Robert S. Abrams

Title: President



Robert S. Abrams