

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6211767

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the SCHEDULE A ATTACHED TO THE PATENT SECURITY AGREEMENT previously recorded on Reel 053250 Frame 0860. Assignor(s) hereby confirms the INCORRECT SCHEDULE A ATTACHED. PLEASE REMOVE AGREEMENT FROM RECORDS SHOWN ON SCHEDULE A RECORDED ON REEL 053250 FRAME 0860.

CONVEYING PARTY DATA

Name	Execution Date
ULTIMED, INC.	07/16/2020

RECEIVING PARTY DATA

Name:	UM STRATEGIC CAPITAL DEBT CO, LLC
Street Address:	450 S. ORANGE AVE.
City:	ORLANDO
State/Country:	FLORIDA
Postal Code:	32801

PROPERTY NUMBERS Total: 21

Property Type	Number
Patent Number:	6923318
Patent Number:	6923319
Patent Number:	7344027
Patent Number:	7721886
Patent Number:	7891487
Patent Number:	7516844
Patent Number:	7556149
Patent Number:	8944245
Patent Number:	7665605
Patent Number:	8529521
Patent Number:	8950578
Patent Number:	10252008
Patent Number:	8915362
Patent Number:	9750573
Patent Number:	8434616
Patent Number:	8863951
Patent Number:	9566128

PATENT

Property Type	Number
Patent Number:	9415172
Patent Number:	10166345
Patent Number:	10646663
Patent Number:	6685017

CORRESPONDENCE DATA

Fax Number: (248)566-8403

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.

Phone: 2485668402

Email: jlyons@honigman.com

Correspondent Name: BRANDON C. GRIFFITH

Address Line 1: 39400 WOODWARD AVENUE, SUITE 101

Address Line 4: BLOOMFIELD HILLS, MICHIGAN 48304

ATTORNEY DOCKET NUMBER:	225828-467290
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NAME OF SUBMITTER:	BRANDON C. GRIFFITH
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SIGNATURE:	/Brandon C. Griffith/
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DATE SIGNED:	07/21/2020
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Total Attachments: 7

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PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6207818

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
ULTIMED, INC.	07/16/2020

RECEIVING PARTY DATA

Name:	UM STRATEGIC CAPITAL DEBT CO, LLC
Street Address:	450 S. ORANGE AVE.
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Patent Number:	10166345
Patent Number:	10646663

PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT (this “**Agreement**”) is made as of this 16th day of July, 2020, by ULTIMED, INC., a Minnesota corporation (“**Grantor**”), in favor of UM STRATEGIC CAPITAL DEBT CO, LLC, in its capacity as Collateral Agent for the Secured Parties (as defined in the Guarantee and Collateral Agreement referenced below) (in such capacity, “**Grantee**”):

W I T N E S S E T H

WHEREAS, Healthcare Safety BuyerCo, Inc., a Delaware corporation (“**BuyerCo**”), and immediately following consummation of the UltiMed Acquisition (as defined in the Note Purchase Agreement, UM Holding Corp., an Indiana corporation (“**UM**”), Grantor (together with BuyerCo, UM and each other Person that from time to time becomes a borrower thereunder pursuant to the terms thereof, are referred to herein individually as a “**Company**” and collectively as the “**Companies**”), Healthcare Safety Holdings, LLC, the financial institutions party thereto from time to time, as Purchasers, and Grantee, as agent for the Purchasers, have entered into that certain Note Purchase Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “**Note Purchase Agreement**”), pursuant to which the Purchasers have agreed, subject to the terms and conditions thereof, to purchase certain senior secured notes from the Companies.

WHEREAS, pursuant to the terms of that certain Guarantee and Collateral Agreement of even date herewith among Grantee, Grantor and the other Note Parties (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Guarantee and Collateral Agreement**”), Grantor has granted to Grantee, for its benefit and the benefit of the Secured Parties, a security interest and lien upon substantially all assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Patents (as defined in the Guarantee and Collateral Agreement including registrations and applications therefor), and all products and proceeds thereof, to secure the payment of all amounts owing by the Companies under the Note Purchase Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Guarantee and Collateral Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interests granted to the Collateral Agent, for the benefit of the Secured Parties, pursuant to the Guarantee and Collateral Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Parties with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Section 8.18 of the Guarantee and Collateral Agreement is incorporated herein as if fully set forth herein. If there is a conflict between the Guarantee and Collateral Agreement and this Agreement, the terms of the Guarantee and Collateral Agreement shall control.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Secured Obligations (as defined in the Guarantee and Collateral Agreement), Grantor hereby grants to Grantee, for its benefit and the benefit of the Secured Parties, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "**Patent Collateral**"), whether now owned or existing or hereafter created, acquired or arising:

(a) all of its Patent and all Intellectual Property Licenses providing for the grant by or to Grantor of any right under any Patent, including, without limitation, those referred to on Schedule A hereto;

(b) all reissues, continuations, extensions, modifications and renewals of the foregoing; and

(c) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Patent or any Patent licensed under any Intellectual Property License or (ii) right to receive license fees, royalties, and other compensation under any Patent Intellectual Property License.

3. Governing Law. This Agreement is made under and governed by the laws of the State of New York without regard to conflicts of laws principles.

4. Authorization to Supplement. If Grantor shall obtain rights to any new Trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall give notice in writing to the Collateral Agent as required by the Guarantee and Collateral Agreement with respect to any such new Trademarks or renewal or extension of any Trademark registration. Without limiting Grantor's obligations under this Section 5, Grantor hereby authorizes the Collateral Agent to unilaterally amend Schedule A to include future United States registered Trademarks or Trademark applications of Grantor. Notwithstanding the foregoing, no failure to amend Schedule A shall in any way affect, invalidate or detract from the Collateral Agent's continuing security interest in all Trademark Collateral, whether or not listed on Schedule A.

5. Recordation. The Grantor authorizes and requests that the Commissioner of Patents and Trademarks record this Agreement.

6. Counterparts. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall together constitute but one and the same Agreement. Delivery of an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Agreement.

- Remainder of Page Intentionally Left Blank; Signature Pages Follow -

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

ULTIMED, INC.

By: 

Name: James J. Erickson

Title: Chief Executive Officer

Agreed and accepted as of the date first written above:

UM STRATEGIC CAPITAL DEBT CO, LLC,
as Collateral Agent

By:  _____

Name: David I. Wolmer

Title: Authorized Agent

Schedule A

Patent Registrations & Applications

Title	Pub. No.	App. No.	App. Date	Grantor
SHARPS CONTAINER FOR SAFE STORAGE OF USED PEN NEEDLES AND USED MEDICAL SYRINGES	US6923318	US20040862621	20040607	ULTIMED INC
Sharps container for safe transportation and dispensing of unused pen needle assemblies and for sequential safe storage of used pen needles	US6923319	US20040862622	20040607	ULTIMED INC
SHARPS CONTAINER FOR 'NO-TOUCH,' SEQUENTIAL SAFE STORAGE OF USED PEN NEEDLES	US7344027	US20040862835	20040607	ULTIMED INC
SHARPS CONTAINER FOR 'NO-TOUCH,' SEQUENTIAL SAFE STORAGE OF USED PEN NEEDLES	US7721886	US20080033514	20080219	ULTIMED INC
SHARPS CONTAINER FOR 'NO-TOUCH,' SEQUENTIAL SAFE STORAGE OF USED PEN NEEDLES	US7891487	US20100766399	20100423	ULTIMED INC
Sharps container for used pen needle assemblies	US7516844	US20040862544	20040607	ULTIMED INC
SHARPS CONTAINER FOR SAFE TRANSPORTATION AND DISPENSING OF UNUSED PEN NEEDLE ASSEMBLIES AND FOR SAFE STORAGE OF USED PEN NEEDLE ASSEMBLIES	US7556149	US20040862838	20040607	ULTIMED INC
DISPENSING STRIP FOR NEEDLE ASSEMBLIES	US8944245	US20090492688	20090626	ULTIMED INC
Sharps container for (I) safe disposal and storage of a single used medical pen needle and/or (II) safe storage and dispensing of a single unused medical pen needle	US7665605	US20040918756	20040814	ULTIMED INC
LOW-DOSAGE SYRINGE	US8529521	US20080107442	20080422	ULTIMED INC
LANCET DISPENSER	US8950578	US20070763949	20070615	ULTIMED INC
CONTAINER FOR SHARP MEDICAL WASTE	US10252008	US20150797788	20150713	ULTIMED INC
SHARPS CONTAINER	US8915362	US20080247684	20081008	ULTIMED INC
SHARPS CONTAINER	US9750573	US20140579379	20141222	ULTIMED INC

Title	Pub. No.	App. No.	App. Date	Grantor
SHARPS CONTAINER	US8434616	US20080247698	20081008	ULTIMED INC
SHARPS CONTAINER	US8863951	US20130870536	20130425	ULTIMED INC
SHIPPING AND AGGREGATION SYSTEM FOR MEDICAL SHARPS	US9566128	US20090570730	20090930	ULTIMED INC
SAFETY SYRINGE AND NEEDLE SHIELD	US9415172	US20120451212	20120419	ULTIMED INC
SAFETY SYRINGE AND NEEDLE SHIELD	US10166345	US20160237798	20160816	ULTIMED INC
SAFETY SYRINGE AND NEEDLE SHIELD	US10646663	US20180118587	20180831	ULTIMED INC
CONTAINER FOR TRANSPORTATION AND DISPENSING OF UNUSED SYRINGES AND FOR STORAGE OF USED SYRINGES	US6685017	US20020047074	20020114	ULTIMED INC.

Patent Licenses

None.