

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6346891

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST (SECOND LIEN)	
CONVEYING PARTY DATA		
	Name	Execution Date
	ALLIANCE ONCOLOGY, LLC	10/12/2020
RECEIVING PARTY DATA		
Name:	WILMINGTON TRUST, NATIONAL ASSOCIATION, AS COLLATERAL AGENT	
Street Address:	1100 N MARKET STREET	
City:	WILMINGTON	
State/Country:	DELAWARE	
Postal Code:	19890	
PROPERTY NUMBERS Total: 2		
Property Type	Number	
Application Number:	16802402	
Application Number:	16688979	
CORRESPONDENCE DATA		
Fax Number:	(650)251-5002	
<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:	6502515313	
Email:	jmull@stblaw.com	
Correspondent Name:	ELIZABETH GLADSTONE	
Address Line 1:	2475 HANOVER STREET	
Address Line 4:	PALO ALTO, CALIFORNIA 94304	
ATTORNEY DOCKET NUMBER:	509265/2004	
NAME OF SUBMITTER:	J. JASON MULL	
SIGNATURE:	/J. Jason Mull/	
DATE SIGNED:	10/13/2020	
Total Attachments: 4		
source=(36965037)_(1)_Alliance - 2L Patent SA [Executed]#page1.tif		
source=(36965037)_(1)_Alliance - 2L Patent SA [Executed]#page2.tif		
source=(36965037)_(1)_Alliance - 2L Patent SA [Executed]#page3.tif		
source=(36965037)_(1)_Alliance - 2L Patent SA [Executed]#page4.tif		

GRANT OF SECURITY INTEREST
IN UNITED STATES PATENTS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Alliance Oncology, LLC, a Delaware limited liability company (the “Grantor”), with principal offices at 18201 Von Karman Ave. #600, Irvine, CA 92612, hereby grants to Wilmington Trust, National Association, as Collateral Agent (as defined in the Security Agreement, as defined below) (the “Grantee”), for the ratable benefit of the Secured Parties, a continuing security interest in all of such Grantor’s right, title or interest in, to and under the Patents now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest, including, without limitation, (i) those items set forth on Schedule A attached hereto, (ii) all Proceeds and products of the Patents, and (iii) all causes of action arising prior to or after the date hereof for infringement of any of the Patents or unfair competition regarding the same. Unless otherwise defined herein, capitalized terms have the meaning given to them in the Security Agreement referred to below.

THIS GRANT is made to secure the satisfactory performance and payment of all the Secured Obligations of the Grantor, as such term is defined in the Second Lien Security Agreement among the Grantor, the other grantors from time to time party thereto and the Grantee, dated as of October 24, 2017 (as amended, modified, restated and/or supplemented from time to time, the “Security Agreement”). Promptly following the request by the Grantor after the occurrence of the Termination Date, the Grantee shall execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Patents acquired under this Grant.

THIS GRANT has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as 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 Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.


THIS GRANT may be executed in counterparts (and by different parties hereto on 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 signature page to this agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this agreement.

THIS GRANT shall be construed in accordance with and governed by the laws of the State of New York.

[Remainder of this page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the undersigned has executed this Grant of Security Interest in United States Patents as of October 12, 2020.

Alliance Oncology, LLC, as Grantor

By: 
Name: William Larkin
Title: Chief Financial Officer

Wilmington Trust, National Association,
as Collateral Agent and Grantee

By: 
Name: Nicole Kroll
Title: Assistant Vice President

SCHEDULE A
to Grant of Security Interest
in United States Patents

PATENT	PATENT NO.	ISSUE DATE
MOBILE RADIATION ONCOLOGY COACH SYSTEM WITH INTERNAL AND/OR EXTERNAL SHIELDING FOR SAME	16/802,402	N/A
MOBILE RADIATION ONCOLOGY COACH SYSTEM WITH INTERNAL AND/OR EXTERNAL SHIELDING FOR SAME	16/688,979	N/A