## 506359517 11/17/2020

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT6406272

| SUBMISSION TYPE:      | NEW ASSIGNMENT    |
|-----------------------|-------------------|
| NATURE OF CONVEYANCE: | SECURITY INTEREST |

### **CONVEYING PARTY DATA**

| Name                | Execution Date |
|---------------------|----------------|
| MICROMEDICINE, INC. | 11/17/2020     |

### **RECEIVING PARTY DATA**

| Name:           | OYAK GLOBAL INVESTMENTS S.A. |  |  |
|-----------------|------------------------------|--|--|
| Street Address: | RUE DE BITBOURG 19           |  |  |
| City:           | LUXEMBOURG                   |  |  |
| State/Country:  | LUXEMBOURG                   |  |  |
| Postal Code:    | L-1273                       |  |  |

### **PROPERTY NUMBERS Total: 5**

| Property Type       | Number       |  |
|---------------------|--------------|--|
| PCT Number:         | US2019059827 |  |
| Application Number: | 29712034     |  |
| Application Number: | 29712038     |  |
| Application Number: | 29712041     |  |
| Application Number: | 29712060     |  |

#### CORRESPONDENCE DATA

**Fax Number:** (949)475-4754

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:** 949-451-3800

Email: skann@gibsondunn.com

Correspondent Name: STEPHANIE KANN

Address Line 1: 3161 MICHELSON DRIVE

Address Line 2: GIBSON, DUNN & CRUTCHER LLP

Address Line 4: IRVINE, CALIFORNIA 92612

| ATTORNEY DOCKET NUMBER: | 68722-00001      |
|-------------------------|------------------|
| NAME OF SUBMITTER:      | STEPHANIE KANN   |
| SIGNATURE:              | /stephanie kann/ |
| DATE SIGNED:            | 11/17/2020       |
|                         | -                |

**Total Attachments: 5** 

PATENT REEL: 054395 FRAME: 0445

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PATENT REEL: 054395 FRAME: 0446

#### PATENT SECURITY AGREEMENT

PATENT SECURITY AGREEMENT ("<u>Agreement</u>"), dated as of November 17, 2020, by and among MICROMEDICINE, INC., a Delaware corporation (the "<u>Grantor</u>"), in favor of OYAK Global Investments S.A., a Société Anonyme formed under the laws of Luxembourg ("<u>Secured Party</u>").

#### WITNESSETH:

WHEREAS, pursuant to that certain Secured Promissory Note and Security Agreement, dated as of November 17, 2020, by and among Grantor and Secured Party (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, amended and restated, refinanced, extended, supplemented or otherwise modified, the "Note and Security Agreement"), the Secured Party has agreed to make Loans to the Grantor;

WHEREAS, pursuant to Note and Security Agreement, as security for all the obligations thereunder, Grantor granted to the Secured Party a continuing security interest in, and lien on, all Collateral of Grantor, including the Patents (as defined herein), whether now owned or existing or hereafter acquired or arising; and

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

SECTION I. DEFINED TERMS. All capitalized terms used but not otherwise defined herein (including in the recitals above) have the meanings given to them in the Note and Security Agreement.

SECTION II. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. Grantor hereby grants to the Secured Party, to secure the obligations under the Note and Security Agreement, a continuing first priority security interest in, and lien upon, all of Grantor's presently existing or hereafter acquired right, title and interest in and to the patents and patent applications set forth on Schedule A hereto (the "Patents"), and all proceeds and products thereof.

SECTION III. SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with, and not in limitation of, the security interests granted to the Secured Party pursuant to the Note and Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the security interest in the Patents and related Collateral made and granted hereby are more fully set forth in the Note and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

SECTION IV. EXECUTION IN COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall constitute an original, but all of which shall constitute a single contract. It shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other

PATENT REEL: 054395 FRAME: 0447 electronic means of transmission (including, ".pdf") shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION V. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to the conflicts of laws principles thereof.

[Signature Pages Follow]

PATENT REEL: 054395 FRAME: 0448

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

MICROMEDICINE, INC.

By:

Name: Emre Timurkan

Title: Chief Restructuring Officer

## ACCEPTED AND ACKNOWLEDGED BY:

# OYAK GLOBAL INVESTMENTS S.A.,

as Secured Party

By:

Name: Emre Timurkan Title: Board Member

By:

Gozde Diner

DocuSigned by:

Name: Gozde Diner

Title: Holder of Daily Management

# Schedule A

# **Registered Patents**

| Title   | Filing/Issue<br>Date     | Appl./Patent No.  | Status  | Owner/Comments                               |
|---|--------------------------|---|---------|--|
| Systems and<br>Methods for<br>Sporting Particles<br>Using<br>Hydrodynamic<br>Sizing | Filing Date<br>11/5/2019 | Appl. No.<br>PCT/US2019/059827<br>Publ. No.<br>WO/2020/097048 | Pending | MicroMedicine, Inc.<br>No national phase yet |
| Tubing Support Plate  | Filing Date 11/5/2019    | Appl. No. 29/712,034  | Pending | Record unavailable                           |
| Tubing Support<br>Plate   | Filing Date 11/5/2019    | Appl. No. 29/712,038  | Pending | Record unavailable                           |
| Tubing Support<br>Plate   | Filing Date 11/5/2019    | Appl. No. 29/712,041  | Pending | Record unavailable                           |
| Tubing Support Plate and Microfluidic Disc  | Filing Date 11/5/2019    | Appl. No. 29/712,060  | Pending | Record unavailable                           |

PATENT REEL: 054395 FRAME: 0451

**RECORDED: 11/17/2020**