## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT6480252

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Execution Date
VASCULAR ACCESS TECHNOLOGIES, INC.	12/18/2020

#### **RECEIVING PARTY DATA**

Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION, AS ADMINISTRATIVE AGENT			
Street Address:	1525 WEST W.T. HARRIS BLVD.			
Internal Address:	MAC D1109-019			
City:	CHARLOTTE			
State/Country:	NORTH CAROLINA			
Postal Code:	28262			

#### **PROPERTY NUMBERS Total: 3**

Property Type	Number		
Application Number:	16557641		
Application Number:	16847281		
Application Number:	16503983		

#### **CORRESPONDENCE DATA**

Fax Number: (704)373-8822

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.

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BETTY SMITH, SENIOR PARALEGAL Correspondent Name:

MCGUIREWOODS LLP, 201 N. TRYON STREET Address Line 1:

Address Line 2: **SUITE 3000** 

Address Line 4: CHARLOTTE, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER:	2029724-0503	
NAME OF SUBMITTER:	BETTY G. SMITH	
SIGNATURE:	/Betty G. Smith/	
DATE SIGNED:	01/05/2021	

**Total Attachments: 4** 

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#### PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT (this "Agreement") dated as of December 18, 2020 is entered into by and between VASCULAR ACCESS TECHNOLOGIES, INC., a Delaware corporation (the "Grantor"), having its chief executive office at 1600 West Merit Parkway, South Jordan, Utah 84095, WELLS FARGO BANK, NATIONAL ASSOCIATION, as administrative agent (the "Administrative Agent"), with offices at 1525 West W.T. Harris Blvd., MAC D1109-019, Charlotte, North Carolina 28262, for the benefit of the banks and other financial institutions (the "Lenders") from time to time parties to that certain Third Amended and Restated Credit Agreement, dated as of July 31, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") by and among Merit Medical Systems, Inc. (the "Borrower"), the Lenders and the Administrative Agent.

This Agreement is executed pursuant to the terms of that certain Second Amended and Restated Collateral Agreement dated as of July 31, 2019 by and among the Borrower, certain Subsidiaries of the Borrower party thereto and the Administrative Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"). Capitalized terms used herein but not defined herein shall have the meaning assigned to them in the Collateral Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Administrative Agent, a continuing security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired:

- (i) each Patent and all of the goodwill of the business connected with the use of, and symbolized by, each Patent of the Grantor, including, without limitation, each Patent described on Schedule A;
  - (ii) each Patent License;
- (v) all claims by the Grantor against third parties for (a) past, present or future infringement or dilution of any Patent, including, without limitation, any Patent described on Schedule A or under any Patent License, (b) injury to the goodwill associated with any Patent or Patent License or (c) breach or enforcement of any Patent License; and
  - (iv) all products and proceeds of the foregoing.

The rights and remedies of the Administrative Agent with respect to the security interest granted herein are without prejudice to, and are in addition to, those set forth in the Collateral 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 Collateral Agreement, the provisions of the Collateral Agreement shall govern.

[SIGNATURE PAGES FOLLOW]

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IN WITNESS WHEREOF, the undersigned have executed this Agreement as of day and year first written above.

VASCULAR ACCESS TECHNOLOGIES, INC., as Grantor

By:\_\_\_ Name:

Title:

Merit Medical Systems, Inc. Patent Security Agreement Signature Page

Agreed and Accepted as of the day and year first written above.

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Administrative Agent

By: Sm Buton

Name: Sara Barton

Title: Vice President

Merit Medical Systems, Inc. Patent Security Agreement Signature Page

# Schedule A to Patent Security Agreement

# **Patents**

### PATENTS:

Patent No.	Application No.	Filing Date	Issue Date	Title	Grantor
	16/557641	Aug 30, 2019		DEVICES FOR TRANSVASCULAR RETROGRADE ACCESS PLACEMENT	Vascular Access Technologies, Inc.
	16/847281	April 13, 2020		Trans-Jugular Carotid Artery Access Method	Vascular Access Technologies, Inc.
	16/503983	July 5, 2019		Transvascular Access Methods	Vascular Access Technologies, Inc.

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**RECORDED: 01/05/2021**