PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT6530844

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
PRIMA TEMP, INC.	02/02/2021

RECEIVING PARTY DATA

Name:	GEDEON RICHTER PLC
Street Address:	GYÖMRőI ÚT 19-21
City:	BUDAPEST
State/Country:	HUNGARY
Postal Code:	1103

PROPERTY NUMBERS Total: 5

Property Type	Number
Patent Number:	10828015
Patent Number:	8930147
Patent Number:	8715204
Application Number:	63076855
Application Number:	17075608

CORRESPONDENCE DATA

Fax Number: (212)554-7700

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: 212-554-7619

Email: trademarks@mosessinger.com

Correspondent Name: MEREDITH SCHORR

Address Line 1: 405 LEXINGTON AVENUE
Address Line 2: THE CHRYSLER BUILDING
Address Line 4: NEW YORK, NEW YORK 10174

ATTORNEY DOCKET NUMBER:	018010-0101
NAME OF SUBMITTER:	MEREDITH SCHORR
SIGNATURE:	/Meredith Schorr/
DATE SIGNED:	02/03/2021
	This document serves as an Oath/Declaration (37 CFR 1.63).

PATENT REEL: 055126 FRAME: 0605

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Total Attachments: 5

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PATENT REEL: 055126 FRAME: 0606

PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT dated as of February 2nd, 2021 ("Security Agreement"), is made by PRIMA TEMP, INC., a Delaware corporation ("Grantor"), in favor of GEDEON RICHTER PLC ("Secured Party").

RECITALS

- Secured Party has made certain advances of money to Grantor as evidenced by that certain Series 2019A-1 Convertible Promissory Note, dated as of March 25, 2019, executed by Grantor in favor of Secured Party (as amended, the "Note").
- В. In connection with the Note, Grantor and Secured Party have executed and delivered a Security Agreement, dated as of January 11, 2021 (the "Security Agreement"), pursuant to which Grantor has granted to Secured Party a lien on and security interest in, all of its right, title and interest in, to and under Secured Party's Intellectual Property, including the Patents and patent applications set forth on Schedule A hereto (collectively, the "Patent Collateral"). Any capitalized term used but not specifically defined in this Agreement has the meaning given to such term in the Security Agreement.

AGREEMENT

Now, THEREFORE, Grantor and Secured Party agree as follows:

- GRANT OF SECURITY INTEREST. As collateral security for the full, prompt, complete and final payment and performance when due (whether at stated maturity, by acceleration or otherwise) of all the Secured Obligations, Grantor hereby assigns, conveys, mortgages, pledges, hypothecates and transfers to Secured Party, and hereby grants to Secured Party, a security interest in all of Grantor's right, title and interest in, to and under the Patent Collateral, including all rights to sue at law or in equity for any past, present, or future infringement, misappropriation, dilution, violation, misuse or other impairment thereof or unfair competition therewith, to receive and collect injunctive or other equitable relief and damages and compensation, and to receive and collect Proceeds therefrom.
- 2. RECORDATION. Grantor authorizes and requests that the Commissioner for Patents and any other applicable governmental officer located in the United States record this Agreement.
- 3. **GRANTS, RIGHTS AND REMEDIES.** This Agreement has been entered into in conjunction with the provisions of the Security Agreement. Grantor hereby acknowledges and confirms that the grant of the security interest hereunder to, and the rights and remedies of, Secured Party with respect to the Patent Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

4. MISCELLANEOUS.

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4.1 Waivers; Modifications. None of the terms or provisions of this Agreement may be waived, altered, modified or amended except by an instrument in writing, duly executed by Grantor and Secured Party.

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PATENT **REEL: 055126 FRAME: 0607**

- **4.2 Termination of this Agreement**. Subject to Section 9 of the Security Agreement, this Agreement shall terminate upon the earlier of the conversion of the Amended Note or the payment and performance in full of the Secured Obligations.
- **4.3** Successor and Assigns. This Agreement and all obligations of Grantor hereunder shall be binding upon the successors and assigns of Grantor, and shall, together with the rights and remedies of Secured Party hereunder, inure to the benefit of Secured Party, any future holder of any of the Secured Obligations, and their respective successors and assigns. No sales of participations in the Secured Obligations or any portion thereof or interest therein, and no sales, assignments, transfers or other dispositions of any agreement governing or instrument evidencing the Secured Obligations or any portion thereof or interest therein, shall in any manner affect the lien granted to Secured Party hereunder.
- **4.4 Governing Law.** In all respects, including all matters of construction, validity and performance, this Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Colorado applicable to contracts made and performed in such state, without regard to the principles thereof regarding conflict of laws, except to the extent that the UCC provides for the application of the law of a different jurisdiction.
- 4.5 Counterparts; Facsimile or PDF Copies. 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 constitute but one and the same agreement. Executed copies of the signature pages of this Agreement sent by facsimile or transmitted electronically in Portable Document Format ("PDF"), or any similar format, shall be treated as originals, fully binding and with full legal force and effect, and the parties waive any rights they may have to object to such treatment.

[Signature pages follow.]

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IN WITNESS WHEREOF, each of the parties hereto has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer on the date first set forth above.

	PRIMA LEMP, INC., as Grantor
	Steve Hone By:
	Steve Hane Printed Name:
	Title: President & CEO
ACCEPTED AND ACKNOWLEDGED BY:	
GEDEON RICHTER PLC, as Secured Party	
Ву:	
Printed Name:	
Title:	
By:	
Printed Name:	
Title:	

IN WITNESS WHEREOF, each of the parties hereto has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer on the date first set forth above.

PRIMA TEMP, INC., as Grantor

	Ву:	
	Printed Name:	·····
	Title:	

ACCEPTED AND ACKNOWLEDGED BY:

GEDEON RICHTER PLC, as Secured Party

Rv. W

Printed Name: Time O NW KC DV

Frimes Name: 1138 3 338 SEE VY

Rv:

Printed Name: APPAD COTZE

Tide: Director, Ensiness Savelyment

Patent Security Agreement

SCHEDULE A

PATENT COLLATERAL

1. Patents

Title	Patent Number	Issue Date	Owner
Vaginal temperature sensing apparatus and methods	10,828,015	10 Nov 2020	Prima-Temp, Inc.
Multi-sensor patch and system	8,930,147	6 Jan 2015	Prima-Temp, Inc.
Wireless vaginal sensor probe	8,715,204	6 May 2014	Prima-Temp, Inc.

2. Patent Applications

Title	Application Number	Filing Date	Owner
Vaginal temperature sensing apparatus and methods	PCT/US18/41908	12 July 2018	Prima-Temp, Inc.
System and methods of identifying physiologic change	US 63/076,855	10 Sep 2020	Prima-Temp, Inc.
User friendly vaginal temperature system	US 17/075,608	20 Oct 2020	Prima-Temp, Inc.

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RECORDED: 02/03/2021

PATENT REEL: 055126 FRAME: 0611