# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT6578097

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

# **CONVEYING PARTY DATA**

Name	Execution Date
Z-MEDICA, LLC	02/25/2021

# **RECEIVING PARTY DATA**

Name:	JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT
Street Address:	IL1-1145/54/63, P.O. BOX 6026
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60680-6026

# **PROPERTY NUMBERS Total: 30**

Property Type	Number
Application Number:	14185873
Application Number:	13911616
Application Number:	13759963
Application Number:	13682085
Application Number:	13595932
Application Number:	13593310
Application Number:	13922115
Application Number:	14720142
Application Number:	13526431
Application Number:	13363270
Application Number:	13240795
Application Number:	13115699
Application Number:	12611830
Application Number:	12581782
Application Number:	12555876
Application Number:	11715057
Application Number:	11634531
Application Number:	11592477
Application Number:	11590427
Application Number:	13598381

PATENT REEL: 055455 FRAME: 0099

506531321

Property Type	Number
Application Number:	10939869
Application Number:	10939687
Application Number:	15090072
Application Number:	15950832
Application Number:	14995592
Application Number:	15071520
Application Number:	15841843
Application Number:	15641999
Application Number:	15995672
Application Number:	15429935

# **CORRESPONDENCE DATA**

# Fax Number:

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:** 3129932652

Email: heather.poitras@lw.com
Correspondent Name: HEATHER POITRAS
Address Line 1: 330 N WABASH AVENUE
Address Line 4: CHICAGO, ILLINOIS 60611

ATTORNEY DOCKET NUMBER:	049067-0087 HP
NAME OF SUBMITTER:	HEATHER POITRAS
SIGNATURE:	/hp/
DATE SIGNED:	03/02/2021

# **Total Attachments: 6**

source=Teleflex - Patent Joinder (Execution Version)-v3#page1.tif source=Teleflex - Patent Joinder (Execution Version)-v3#page2.tif source=Teleflex - Patent Joinder (Execution Version)-v3#page3.tif source=Teleflex - Patent Joinder (Execution Version)-v3#page4.tif source=Teleflex - Patent Joinder (Execution Version)-v3#page5.tif source=Teleflex - Patent Joinder (Execution Version)-v3#page6.tif

# GRANT OF SECURITY INTEREST IN UNITED STATES PATENTS

THIS GRANT OF SECURITY INTEREST IN UNITED STATES PATENTS (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "<u>Grant</u>") is made effective as of February 25, 2021, by and from Z-MEDICA, LLC, a Delaware limited liability company (the "<u>Grantor</u>"), to and in favor of JPMORGAN CHASE BANK, N.A. for itself and as Administrative Agent for the Secured Parties (as defined in the Credit Agreement referenced below) (in such capacities, the "<u>Grantee</u>").

WHEREAS, TELEFLEX INCORPORATED (the "<u>Company</u>"), the other Loan Parties, the Lenders, and the Grantee have entered into that certain Second Amended and Restated Credit Agreement, dated as of April 5, 2019 (as may be further amended, restated, supplemented or otherwise modified from time to time, the "<u>Credit Agreement</u>");

WHEREAS, certain Subsidiaries of the Company have guaranteed the repayment of the Obligations pursuant to the Credit Agreement;

WHEREAS, the Company and certain of its Subsidiaries, including the Grantor, have entered into that certain Amended and Restated Security Agreement, dated as of April 5, 2019 (as may be further amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"); and

WHEREAS, the Grantor owns certain Patents which are applied for or registered with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) <u>Definitions</u>. All capitalized terms used and not otherwise defined herein shall have the respective meaning given to them in the Credit Agreement, or if not defined therein, in the Security Agreement.

### 2) The Security Interest.

- (a) This Grant is made to secure the satisfactory performance and payment of all the Obligations. Upon the satisfaction of the Final Release Conditions (as defined in the Subsidiary Guaranty), this Grant shall automatically terminate and all rights to the Patents shall revert to the Grantor. Upon such termination, the Grantee shall promptly, upon such satisfaction, execute, acknowledge, and deliver to the Grantor all reasonably requested instruments in writing releasing (and/or evidencing of record the release of) the lien and security interest in the Patents acquired under the Security Agreement and this Grant.
- (b) The Grantor hereby pledges and grants to the Grantee, on behalf of and for the benefit of the Secured Parties, a security interest in all of the Grantor's right, title and interest, whether now owned or hereafter acquired, in and to (i) any and all United States Patents, including the foregoing listed on Exhibit A; (ii) all reissues, divisions, continuations, renewals, extensions and continuations-in-part

- thereof; (iii) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past, present and future infringements thereof; (iii) all rights to sue for past, present and future infringements thereof; and (iv) all rights corresponding to any of the foregoing throughout the world.
- (c) Notwithstanding anything to the contrary contained above, the security interest created by this Grant shall not extend to Excluded Assets.
- 3) Grants, Rights, Remedies. This Grant has been executed in conjunction with the security interest granted under the Security Agreement to the Grantee for the benefit of the Secured Parties. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Loan Documents, 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 and control.
- 4) <u>Governing Law</u>. THIS GRANT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK.
- 5) COUNTERPARTS. THIS GRANT MAY BE EXECUTED IN COUNTERPARTS (AND BY DIFFERENT PARTIES HERETO IN 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 COUNTERPART OF A SIGNATURE PAGE OF THIS GRANT BY TELECOPY, E-MAILED .PDF OR ANY OTHER ELECTRONIC MEANS THAT REPRODUCES AN IMAGE OF THE ACTUAL EXECUTED SIGNATURE PAGE SHALL BE EFFECTIVE AS DELIVERY OF A MANUALLY EXECUTED COUNTERPART OF THIS GRANT.

\*\*\*\*\*

2

Active.38601981.3

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

Z-MEDICA, LLC,

as Grantor

Name: Jacob Elguicze

Title: Vice President

REEL: 055455 FRAME: 0103

# JPMORGAN CHASE BANK, N.A., as Administrative Agent

By:

Name: David Hyman
Title: Executive Director

Jui 4mm

# GRANT OF SECURITY INTEREST IN UNITED STATES PATENTS

# Exhibit A

# **Patents**

Title	App No.	Patent Number	Country	<u>Owner</u>
CLAY-BASED HEMOSTATIC AGENTS AND DEVICES FOR THE DELIVERY THEREOF	14/185,873	9333117	US	Z-Medica, LLC
CLAY-BASED HEMOSTATIC AGENTS AND DEVICES FOR THE DELIVERY THEREOF	13/911,616	8784876	SU	Z-Medica, LLC
HEMOSTATIC FIBERS AND STRANDS	13/759,963	9078782	US	Z-Medica, LLC
HEMOSTATIC SPONGE	13/682,085	8846076	US	Z-Medica, LLC
DEVICES AND METHODS FOR THE	13/595,932	8557278	SU	Z-Medica, LLC
MATERIALS TO BLEEDING WOUNDS				
CLAY-BASED HEMOSTATIC AGENTS AND DEVICES FOR THE DELIVERY THEREOF	13/593,310	8460699	US	Z-Medica, LLC
HEMOSTATIC DEVICES	13/922,115	9072806	US	Z-Medica, LLC
HEMOSTATIC DEVICES	14/720,142	9352066	US	Z-Medica, LLC
CLAY-BASED HEMOSTATIC AGENTS AND DEVICES FOR THE DELIVERY THEREOF	13/526,431	8383148	US	Z-Medica, LLC
CLAY-BASED HEMOSTATIC AGENTS AND DEVICES FOR THE DELIVERY THEREOF	13/363,270	8343537	US	Z-Medica, LLC
HEMOSTATIC COMPOSITIONS, DEVICES, AND METHODS	13/240,795	8858969	US	Z-Medica, LLC
CLAY-BASED HEMOSTATIC AGENTS AND DEVICES FOR THE DELIVERY THEREOF	13/115,699	8257732	US	Z-Medica, LLC
CLAY-BASED HEMOSTATIC AGENTS AND DEVICES FOR THE DELIVERY THEREOF	12/611,830	8202532	US	Z-Medica, LLC
CLAY-BASED HEMOSTATIC AGENTS AND DEVICES FOR THE DELIVERY THEREOF	12/581,782	8114433	US	Z-Medica, LLC
DEVICES AND METHODS FOR THE DELIVERY OF MOLECULAR SIEVE MATERIALS FOR THE FORMATION OF BLOOD CLOTS	12/555,876	8257731	Sn	Z-Medica, LLC
CLAY-BASED HEMOSTATIC AGENTS AND DEVICES FOR THE DELIVERY THEREOF	11/715,057	7604819	US	Z-Medica, LLC

**RECORDED: 03/02/2021** 

Title	<u> Арр №.</u>	Patent Number	Country	Омпет
DEVICES FOR THE IDENTIFICATION OF MEDICAL PRODUCTS	11/634,531	8938898	US	Z-Medica, LLC
DEVICES AND METHODS FOR THE DELIVERY OF BLOOD CLOTTING MATERIALS TO BLEEDING WOUNDS	11/592,477	8252318	$_{ m SU}$	Z-Medica, LLC
CLAY-BASED HEMOSTATIC AGENTS AND DEVICES FOR THE DELIVERY THEREOF	11/590,427	7968114	US	Z-Medica, LLC
DEVICES AND METHODS FOR THE DELIVERY OF MOLECULAR SIEVE	13/598,381	8512743	US	Z-Medica, LLC
MATERIALS FOR THE FORMATION OF BLOOD CLOTS				
PARTIALLY HYDRATED HEMOSTATIC AGENT	10/939,869	8252344	US	Z-Medica, LLC
CALCIUM ZEOLITE HEMOSTATIC AGENT	10/939,687	7595429	US	Z-Medica, LLC
CLAY-BASED HEMOSTATIC AGENTS	15/090,072	9867898	US	Z-Medica, LLC
CLAY-BASED HEMOSTATIC AGENTS	15/950,832	10086106	US	Z-Medica, LLC
HEMOSTATIC COMPOSITIONS, DEVICES, AND METHODS	14/995,592	9889154	US	Z-Medica, LLC
HEMOSTATIC DEVICES	15/071,520	9603964	US	Z-Medica, LLC
CLAY-BASED HEMOSTATIC AGENTS	15/841843	-	US	Z-Medica, LLC
HEMOSTATIC COMPOSITIONS, DEVICES, AND METHODS	15/641999	-	US	Z-Medica, LLC
HEMOSTATIC COMPOSITIONS, DEVICES, AND METHODS	15/995672	-	US	Z-Medica, LLC
HEMOSTATIC DEVICES	15/429935	1	US	Z-Medica, LLC