

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
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EPAS ID: PAT6622701

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
MERIT MEDICAL SYSTEMS, INC.	01/26/2021
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	NINEPOINT MEDICAL, INC.
<b>Street Address:</b>	401 CONGRESS AVE., SUITE 2650
<b>City:</b>	AUSTIN
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	78701
<b>PROPERTY NUMBERS Total: 10</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	14279567
Application Number:	14278424
Application Number:	14264630
Application Number:	14249544
Application Number:	14978643
Patent Number:	9706926
Patent Number:	9668638
Patent Number:	9237851
Patent Number:	9131848
Patent Number:	8947648
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(512)345-7225
<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>	
<b>Phone:</b>	5123389100
<b>Email:</b>	celeste@tcciplaw.com
<b>Correspondent Name:</b>	TERRILE, CANNATTI & CHAMBERS, LLP
<b>Address Line 1:</b>	11675 JOLLYVILLE ROAD
<b>Address Line 2:</b>	SUITE 100
<b>Address Line 4:</b>	AUSTIN, TEXAS 78754
<b>NAME OF SUBMITTER:</b>	KENT B. CHAMBERS

PATENT

<b>SIGNATURE:</b>	/Kent B. Chambers/
<b>DATE SIGNED:</b>	03/25/2021
<b>Total Attachments: 6</b> source=NinePoint - Patents - General Security Interest Release#page1.tif source=NinePoint - Patents - General Security Interest Release#page2.tif source=NinePoint - Patents - General Security Interest Release#page3.tif source=NinePoint - Patents - General Security Interest Release#page4.tif source=NinePoint - Patents - General Security Interest Release#page5.tif source=NinePoint - Patents - General Security Interest Release#page6.tif	

## RELEASE OF SECURITY INTEREST IN PLEDGED COLLATERAL

THIS RELEASE OF SECURITY INTEREST IN PLEDGED COLLATERAL (“Release”) is made and entered into this 26th day of January, 2021, by Merit Medical Systems, Inc., as secured lender (the “**Secured Lender**”), under (a) that certain Security Agreement, dated as of April 6, 2018 by and between Ninepoint Medical, Inc. (“**Borrower**” or “**Debtor**”) and Secured Lender (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), (b) that certain Patent Security Agreement, dated as of April 6, 2018 by and between Borrower and Secured Lender (as amended, restated, supplemented or otherwise modified from time to time, the “**Patent Security Agreement**”), (c) that certain Trademark Security Agreement, dated as of April 6, 2018 by and between Borrower and Secured Lender (as amended, restated, supplemented or otherwise modified from time to time, the “**Trademark Security Agreement**”) and (d) any other agreement pursuant to which Borrower granted a security interest in favor of any of its assets to Secured Lender (collectively with the Security Agreement, the Patent Security Agreement and the Trademark Security Agreement, the “**Collateral Documents**”).

WHEREAS, pursuant to the Collateral Documents, Borrower granted a security interest in certain of its assets including, without limitation (1) the Collateral (as defined in the Security Agreement) and (2) the trademarks, trademark applications, patents and patent applications described on Exhibit A hereto, (collectively, the “**Pledged Collateral**”) to the Secured Lender to secure the Borrower’s obligations to the Secured Lender under that certain Loan Agreement dated April 6, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the “**Loan Agreement**”);

WHEREAS, on October 16, 2020 (the “**Petition Date**”), the Debtor filed a voluntary chapter 11 case in the United States Bankruptcy Court for the District of Delaware (the “**Bankruptcy Court**”), which case is pending as Case No. 20-12618 (KBO) (the “**Chapter 11 Case**”);

WHEREAS, on January 7, 2021, the United States Bankruptcy Court for the District of Delaware entered the *Findings Of Fact, Conclusions Of Law, And Order Approving The Disclosure Statement For, And Confirming, The Second Amended Chapter 11 Plan Of Reorganization Of NinePoint Medical, Inc.* [D.I. 136] (the “**Confirmation Order**”) confirming the *Second Amended Chapter 11 Plan of Reorganization of NinePoint Medical, Inc.* [D.I. 136-1] (the “**Plan**”);<sup>1</sup>

WHEREAS, the Confirmation Order (at paragraph 15) and Article X of the Plan provide that, as of the Effective Date, all transfers of property of the Debtor pursuant to the Plan and Confirmation Order shall be free and clear of all liens, claims, encumbrances, and other interests, except as expressly provided in the Plan or Confirmation Order;

WHEREAS, the Plan (at section 6.4(b)) provides that, upon request by the Debtor, the Reorganized Debtor or the Plan Sponsor (each as defined in the Plan), any Person holding a Lien

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<sup>1</sup> Capitalized terms not defined herein shall have the meanings assigned to such terms in the Security Agreement.

in any of the Debtor's property shall execute any lien release or similar document required to implement the Plan or reasonably requested by the Debtor, the Reorganized Debtor or the Plan Sponsor in a prompt and diligent manner; and

WHEREAS, in connection with implementation of the Plan and the provisions of the Confirmation Order, the Debtor has requested that the Secured Lender evidence the release of its security interests in the Pledged Collateral, and the Secured Lender, in compliance with the Plan and Confirmation Order, has executed this Release to evidence its release of such security interests in the Pledged Collateral, effective as of the Effective Date;<sup>2</sup>

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and pursuant to the terms and conditions set forth in the Plan and the Confirmation Order:

Effective as of the Effective Date, Secured Lender hereby terminates and releases all of its right, title and interest (including security interests) in and to all of the Pledged Collateral.

Secured Lender hereby agrees, upon the reasonable request of the Reorganized Debtor or the Distribution Trust and at their expense, to execute such further instruments and documents and perform such further acts as may be reasonably necessary or appropriate in order to more effectively confirm or carry out the provisions of this Release, including the release of security interests contemplated hereby. Notwithstanding anything herein to the contrary, (or in any other document, communication or filing relating hereto by any person), Secured Lender is authorizing solely the release of its security interest in the Pledged Collateral granted to it by the Collateral Documents, and is not releasing, waiving or otherwise impacting any other rights or claims of Secured Lender to receive the treatment and rights and benefits accorded to Secured Lender under the Plan and Confirmation Order.

*[Signature page follows]*

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<sup>2</sup> This Release is being entered into for evidentiary purposes only. In the event of any inconsistency between this Release and the Plan or Confirmation Order, the Plan and Confirmation Order shall govern.

**SECURED LENDER:**

Merit Medical Systems, Inc., solely in its capacity as Secured Lender

By: \_\_\_\_\_

Signature: Mark G. Lewis

Printed Name: Mark G. Lewis

Title: Chief Legal Counsel

**EXHIBIT A**

[Attached]

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## Intellectual Property

### Patent Applications

<u>Patent Application</u>	<u>Owner</u>	<u>Application Number</u>	<u>Application Date</u>
Determining angular orientation for imaging	NinePoint Medical, Inc.	14/279567	5/16/2014
Frequency-domain optical coherence tomography with extended field-of-view and reduction of aliasing artifacts	NinePoint Medical, Inc.	14/278424	5/15/2014
Optical coherence tomography optical probe systems and methods to reduce artifacts	NinePoint Medical, Inc.	14/264630	4/29/2014
Multiple aperture, multiple modal optical systems and methods	NinePoint Medical, Inc.	14/249544	4/10/2014
Imaging system producing multiple registered images of a body lumen	NinePoint Medical, Inc.	14/978,643	12/22/2015

### Registered Patents

<u>Patent</u>	<u>Owner</u>	<u>Registration Number</u>	<u>Registration Date</u>
Angular image manipulation	NinePoint Medical, Inc.	9706926	7/18/2017
Balloon system including registration marking	NinePoint Medical, Inc.	9668638	6/6/2017
Imaging system producing multiple registered images of a body lumen	NinePoint Medical, Inc.	9237851	1/19/2016
Aberration corrected short working distance optical probe with large confocal parameter	NinePoint Medical, Inc.	9131848	9/15/2015
Systems and methods for signal processing in optical imaging systems	NinePoint Medical, Inc.	8947648	2/3/2015

### Licenses

- Grantor entered into an Exclusive License Agreement with the General Hospital Corporation, d/b/a Massachusetts General Hospital, dated September 30, 2010, amended on each of February 1, 2011, January 1, 2012, August 23, 2013, January 1, 2016, and January 5, 2017 (as the same may be amended, restated or otherwise modified from time to time, the “MGH License”), granting an exclusive license to patent rights identified therein. The MGH License terminates on the date on which all issued patents and filed patent applications identified therein have expired or been abandoned, or unless the MGH License is terminated.
- Grantor entered into a non-exclusive License Agreement with the University of Washington on May 28, 2014 for the rights to certain inventions related to tethered capsules.

- Grantor entered into an Adopter Agreement with HDMI on September 22, 2016 for the ability to implement HDMI on its products.

### **Registered Trademarks and Trademark Applications**

See items listed in attached Trademark Status Report.