

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6670113

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
PERCEPTIMED, INC.	04/19/2021
RECEIVING PARTY DATA	
Name:	PRAIRIE VENTURES, L.L.C.
Street Address:	17117 OAK DRIVE
Internal Address:	SUITE F
City:	OMAHA
State/Country:	NEBRASKA
Postal Code:	68130
Name:	LVP III PARTNERS LP
Street Address:	2603 CAMINO RAMON
Internal Address:	SUITE 200
City:	SAN RAMON
State/Country:	CALIFORNIA
Postal Code:	94583
Name:	NSV 2019 OPPORTUNITIES FUND, LP
Street Address:	299 PARK AVENUE
Internal Address:	41ST FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10171
Name:	FITZRANDOLPH/ROSE LIVING TRUST DATED JUNE 8, 2017
Street Address:	3314 WONDER VIEW DRIVE
City:	LOS ANGELES
State/Country:	CALIFORNIA
Postal Code:	90068
PROPERTY NUMBERS Total: 6	
Property Type	Number
Patent Number:	9251493
Patent Number:	9842257

PATENT

Property Type	Number
Patent Number:	9886751
Patent Number:	10229321
Patent Number:	10297019
Patent Number:	10399764

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: 4024929200

Email: keithgreen@mgwl.com

Correspondent Name: KEITH A. GREEN

Address Line 1: 11404 WEST DODGE ROAD, SUITE 500

Address Line 4: OMAHA, NEBRASKA 68154

ATTORNEY DOCKET NUMBER:	19052
NAME OF SUBMITTER:	KEITH A. GREEN
SIGNATURE:	/Keith A. Green/
DATE SIGNED:	04/22/2021
	This document serves as an Oath/Declaration (37 CFR 1.63).

Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (the "**Agreement**"), dated as of April 19, 2021, is hereby entered into by and among **PERCEPTIMED, INC.**, a Delaware corporation (the "**Borrower**"), and those lenders listed on **Schedule A** hereto (collectively, the "**Lenders**") in conjunction with that certain Amended and Restated Convertible Promissory Note by and among the Lenders and Borrower November 11, 2020 (the "**Convertible Note**").

RECITALS

WHEREAS, in connection with amendment of the original convertibles notes issued to Lenders which were amended and restated in the Convertible Note, which amendment included adjustment to the interest rate thereunder and providing for the potential of additional financing to Borrower, Borrower granted the Lenders a security interest in all of its assets, whether now owned or hereafter acquired or existing, including any replacements thereof, and wherever located (the "**Collateral**"), all as referenced and memorialized in the Loan and Convertible Note Purchase Agreement dated November 11, 2020, the Convertible Note, the Security Agreement executed effective as of November 11, 2020 (the "**Security Agreement**"), the UCC financing statements of the Company, and this Agreement (collectively, the "**Loan Documents**");

WHEREAS, the Borrower and Lenders desire to memorialize the granting of security interest in the intellectual property of Borrower as contemplated under the Loan Documents;

NOW, THEREFORE, for good and otherwise valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. **Secured Obligations.** This Agreement is given to secure the due and punctual payment of the principal of and interest on the Convertible Note (including any future advances), together with any extensions and renewals of the foregoing obligations (collectively the "**Secured Obligations**"). This Agreement has been executed and delivered by the Borrower for the purpose of registering the security interest of the Lenders in the Intellectual Property with the United States Patent and Trademark office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Lenders under the Security Agreement. The Security Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms (which are incorporated herein by reference).

2. **Security Interest.** As security for the due and punctual payment and performance by Borrower of the Secured Obligations, Borrower, in addition to the security interests in the Collateral created in other instruments delivered by Borrower, hereby grants the Lenders a security interest in all right, title and interest in Borrower's Intellectual Property (as defined below). As used herein, the term "**Intellectual Property**" shall include:

(a) The patents, service marks and trademarks listed on **Schedule B** attached hereto and all amendments, renewals, extensions relating thereto, and all licenses or other rights to use the foregoing and all license fees and royalties from such use. The Borrower hereby represents and warrants that the filings listed in **Schedule B** constitute all of the registered or filed patents, service marks and trademarks held by the Borrower as of the date hereof;

(b) Any patents, trademarks, service marks or copyrights subsequently filed with the appropriate governmental authority which shall be added to **Schedule B** and submitted to the Lenders in writing immediately upon said filings being submitted;

(c) All other patents, copyrights, trademarks, databases, trade secrets and other intellectual property or intellectual property rights of every kind or description, or applications for the same, which are presently or which in the future may be owned, existing, created, acquired or held by Borrower, or which Borrower now is or in the future may be authorized to use as a licensee.

(d) Any claims for damages (past, present or future) for infringement of any of the rights above, with the right, but not the obligation, to sue and collect damages for use or infringement of the intellectual property rights above; and

(e) All proceeds and products of any of the foregoing, including any and all insurance, indemnity or warranty payments, license royalties, proceeds of infringement suits, the right to sue for past, present and future infringements rights throughout the world, and all re-issues, divisions continuations, renewals, extensions and continuations-in-part with respect to any of the foregoing.

3. Term of Agreement. Borrower acknowledges and agrees that the amount of the Secured Obligations may fluctuate from time to time hereafter. Borrower expressly agrees that this Agreement and the security interest in the Intellectual Property conveyed to the Lenders hereunder shall remain valid and in full force and effect, notwithstanding any such fluctuations and future payments. This Agreement shall terminate, and each Lender shall release its security interest in the Intellectual Property, only upon the earlier to occur of (a) the payment in full by or on behalf of Borrower of all of the then outstanding Convertible Note and all other obligations of Borrower pursuant to the Loan Documents, or (b) the conversion of the full amounts then outstanding under the Convertible Note into shares of the Borrower's capital stock pursuant to the terms of such Convertible Note.

4. Security Agreement. This security interest is granted hereunder in conjunction with the security interest in the Collateral granted under the Loan Documents. The Lenders' rights and remedies in the Intellectual Property granted hereunder are in addition to those in the Loan Documents. The Lenders' rights, powers and remedies herein are cumulative with every right, power or remedy provided in the Loan Documents.

5. Amendment. This Agreement may be amended only in a writing signed by both Borrower and the Lenders, and any amendment so effected shall be binding upon Borrower and each of the Lenders. Notwithstanding the foregoing, Borrower hereby authorizes any Lender to modify **Schedule B** to include any Intellectual Property covered hereby, and acknowledges and agrees that any Lender may file this Agreement or **Schedule B** (including any modification of **Schedule A**) in connection with the perfection of Lenders' rights and security interest in the Intellectual Property.

6. Execution of the Agreement by the Parties. This Agreement may be executed by facsimile and in any number of counterparts and by different parties hereto on separate counterparts, each of which, when so executed and delivered, shall be an original, but all such counterparts shall together constitute one and the same instrument.

7. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to any choice or conflict of law provision or rule.

8. Effective Date. This Agreement shall be deemed effective for all purposes as of November 11, 2020.

[Signature pages follow.]


IN WITNESS WHEREOF, this Intellectual Property Security Agreement is hereby executed as of the year and date first above written, effective as of November 11, 2020.

BORROWER:

PERCEPTIMED, INC.

a Delaware corporation

DocuSigned by:

By:  _____
726FBB1875224EB

Name: Robert Curry

Title: President & COO

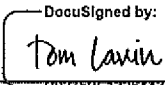
IN WITNESS WHEREOF, this Intellectual Property Security Agreement is hereby executed as of the year and date first above written, effective as of November 11, 2020.

LENDERS:


LVP III Partners LP

By: _____
Name: Patrick F. Latterell
Title: Authorized Partner

NSV 2019 Opportunities Fund, LP

DocuSigned by:
By:  _____
Name: Thomas Lavin
Title: Authorized Partner

Prairie Ventures, L.L.C.

DocuSigned by:
By:  _____
Name: Rodney S. Markin
Title: Manager

**FitzRandolph/Rose Living Trust, dated
June 8, 2017**

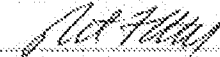
By: _____
Name: Scott FitzRandolph
Title: Trustee

IN WITNESS WHEREOF, this Intellectual Property Security Agreement is hereby executed as of the year and date first above written, effective as of November 11, 2020.

LENDERS:

LVP III Partners, L.P.

By: LVP GP III, LLC
Its: General Partner

By: 
Name: Patrick F. Latterell
Its: Managing Member

NSV 2019 Opportunities Fund, LP

By: _____
Name: Thomas Lavin
Title: Authorized Partner

Prairie Ventures, L.L.C.

By: _____
Name: Rodney S. Markin
Title: Manager

**FitzRandolph/Rose Living Trust, dated
June 8, 2017**

By: _____
Name: Scott FitzRandolph
Title: Trustee

IN WITNESS WHEREOF, this Intellectual Property Security Agreement is hereby executed as of the year and date first above written, effective as of November 11, 2020.

LENDERS:

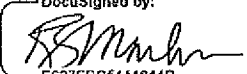
LVP III Partners LP

By: _____
Name: Patrick F. Latterell
Title: Authorized Partner

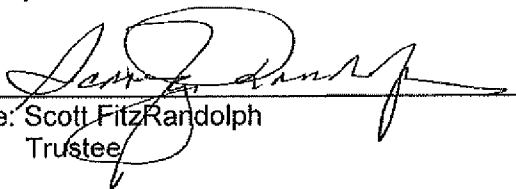
NSV 2019 Opportunities Fund, LP

By: _____
Name: Thomas Lavin
Title: Authorized Partner

Prairie Ventures, L.L.C.

DocuSigned by:

By: _____
Name: Rodney S. Markin
Title: Manager

**FitzRandolph/Rose Living Trust, dated
June 8, 2017**

By: 
Name: Scott FitzRandolph
Title: Trustee

SCHEDULE A

LENDERS

Name and Address of Lenders

LVP III Partners LP

Address for all notices:

Attn: Patrick F. Latterell
2603 Camino Ramon, Suite 200
San Ramon, CA 94583

NSV 2019 Opportunities Fund, LP

Address for all notices:

Attn: Thomas Lavin
299 Park Ave., 41st Floor
New York, NY 10171

FitzRandolph/Rose Living Trust, dated June 8, 2017

Address for all notices:

Attn: Scott FitzRandolph & Cristina L. Rose
3314 Wonder View Drive
Los Angeles, CA 90068

Prairie Ventures, L.L.C.

Address for all notices:

Attn: Rodney S. Markin
17117 Oak Drive, Suite F,
Omaha Nebraska 68130

SCHEDULE B

INTELLECTUAL PROPERTY

Trademarks:

- scripClip
- identxRx
- MedPass
- VeriFill

US Patents:

Title of Patent	Patent Number	Filing Date	Application No.	Date of Issuance
Medication Verification and Dispensing	US 9,251,493 B2	March 8, 2011	13/583,598	February 2, 2016
Automated Pharmaceutical Pill Identification	US 9,842,257 B2	January 23, 2013	14/373,596	December 12, 2017
Remote Pharmaceutical Verification	US 9,886,751 B2	August 8, 2014	14/905,281	February 6, 2018
Automated Pharmaceutical Pill Identification	US 10,229,321 B2	October 24, 2017	15/792,723	March 12, 2019
Remote Pharmaceutical Verification	US 10,297,019 B2	January 30, 2018	15/884,256	May 21, 2019
Pill Feeder	US 10,399,764 B2	August 4, 2016	15/229,061	September 3, 2019