

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6688257

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
Name		Execution Date
SAFEGUARD MEDICAL HOLDCO, LLC		04/30/2021
RECEIVING PARTY DATA		
Name:	HSBC BANK USA	
Street Address:	95 WASHINGTON STREET	
Internal Address:	FLOOR 2 SOUTH	
City:	BUFFALO	
State/Country:	NEW YORK	
Postal Code:	14203	
PROPERTY NUMBERS Total: 6		
Property Type	Number	
Application Number:	16110700	
Patent Number:	10433871	
Application Number:	16552635	
Application Number:	29736191	
Application Number:	16850136	
Patent Number:	8710289	
CORRESPONDENCE DATA		
Fax Number:	(212)521-5450	
<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>		
Phone:	212-549-4273	
Email:	cnye@reedsmith.com	
Correspondent Name:	JOHN PARK, REED SMITH LLP	
Address Line 1:	599 LEXINGTON AVENUE	
Address Line 4:	NEW YORK, NEW YORK 10022	
NAME OF SUBMITTER:	JOHN PARK	
SIGNATURE:	/John Park/	
DATE SIGNED:	05/03/2021	
Total Attachments: 5		

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PATENT SECURITY AGREEMENT

PATENT SECURITY AGREEMENT (this "Agreement"), dated as of April 30, 2021, made by each of the Persons listed on the signature pages hereto (collectively, the "Grantors"), in favor of HSBC Bank USA, National Association (the "Lender" and, together with Affiliates of the Lender, the "Secured Parties").

W I T N E S S E T H:

WHEREAS, pursuant to Section 4.01(e) of that certain Security Agreement, dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, collectively, the "Security Agreement"; capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Security Agreement), among the grantors party thereto and the Lender, the Grantors are required to execute and deliver this Agreement.

NOW, THEREFORE, the Grantors and the Lender agree as follows:

SECTION 1. Grant of Security. As collateral security for the payment in full when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, each Grantor hereby pledges and grants to the Lender, for the ratable benefit of the Secured Parties, as hereinafter provided a security interest in all of such Grantor's right, title and interest in, to and under the following property, in each case whether tangible or intangible, wherever located, and whether now owned by such Grantor or hereafter acquired and whether now existing or hereafter coming into existence (all of the property described in this Section 1 being collectively referred to herein as "Collateral"):

(a) Grantors represent and warrant that said Grantors have the full right to convey its interest in any Patent listed in said Schedule A and has not granted any rights inconsistent with the rights granted herein;

(b) each Patent, including, without limitation, each United States Patent or patent application referred to on Schedule A hereto and all renewals and extensions thereof and all other rights whatsoever accruing thereunder or pertaining thereto;

(c) all Patent Collateral; and

(d) all Proceeds of any of the foregoing, all Accessions to and substitutions and replacements for any of the foregoing, and, to the extent related to any of the foregoing, all books, correspondence, credit files, records, invoices and other papers (including all tapes, cards, computer runs and other papers and documents in the possession or under the control of the Grantors or any computer bureau or service company from time to time acting for any Grantor.

SECTION 2. Security for Secured Obligations. The grant of a security interest in the Collateral by each Grantor under this Agreement secures the payment and performance of all Secured Obligations.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Commissioner for Patents at the United States Patent and Trademark Office record this Agreement.

SECTION 4. Grants, Rights and Remedies. This Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Secured

Parties with respect to the 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.

SECTION 5. Counterparts. This Agreement may be executed in two or more counterparts, including counterparts executed on paper and counterparts that are electronic records and are executed using electronic signatures generated through the electronic execution process provided by the Lender, or such other electronic execution process acceptable to the Lender in its sole and absolute discretion. Each counterpart of this Agreement, when so executed, shall be deemed an original, but all of which shall constitute but one agreement. Delivery of a manually executed counterpart of a signature page of this Agreement by emailed PDF or JPEG from the applicable Grantor's e-mail address on file with the Lender, or any other electronic means acceptable to the Lender in its sole and absolute discretion that reproduces an image of such manually executed signature page, shall each be effective as delivery of a manually executed counterpart of such document; provided, that, the Lender, in its sole and absolute discretion, can require subsequent delivery of the manually executed counterpart of a signature page.

SECTION 6. Governing Law, Submission to Jurisdiction, Etc.

(a) Effectiveness; Binding Effect; Governing Law. This Agreement shall become effective when it shall have been executed by the Grantors and the Lender and thereafter shall be binding upon and inure to the benefit of the Grantors, the Lender, for the ratable benefit of the Secured Parties, and their respective successors and assigns (subject to Section 5.05 of the Security Agreement). THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO ITS CHOICE OF LAW PRINCIPLES WHICH WOULD RESULT IN THE APPLICATION OF THE LAW OF ANOTHER JURISDICTION.

(b) Consent to Jurisdiction; Venue. All judicial proceedings brought against the Grantors with respect to this Agreement or the other Loan Documents may be brought in any state or federal court of competent jurisdiction in the State of New York in and for the County of New York or of the United States for the Southern District of New York (in each case sitting in the Borough of Manhattan), and by execution and delivery of this Agreement, each Grantor hereby irrevocably accepts for itself and in connection with its properties, generally and unconditionally, the exclusive jurisdiction of the aforesaid courts, and each Grantor hereby irrevocably agrees to be bound by any judgment rendered thereby in connection with this Agreement and the other Loan Documents. Each Grantor hereby irrevocably waives any right it may have to assert the doctrine of forum non conveniens or to object to venue to the extent any proceeding is brought in accordance with this Section 5.07(b) of the Security Agreement. Nothing in this Agreement or in any other Loan Document shall affect any right that the Lender may otherwise have to bring any action or proceeding relating to any Loan Documents against the Grantors or its property in the courts of any jurisdiction.

(c) Service of Process. Each Grantor hereby irrevocably consents to service of process in the manner provided in Section 8.20 of the Credit Agreement.

SECTION 7. Separability of Provisions; Headings. In case any one or more of the provisions contained in this Agreement should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby. Section headings in this Agreement are included for convenience of reference only and shall not be given any substantive effect.

SECTION 8. Entire Agreement. This Agreement with all Exhibits and Schedules hereto and the other Loan Documents embody the entire agreement and understanding by and among the parties hereto and thereto relating to the subject matter hereof and thereof and supersedes any and all prior agreements and understandings, oral or written, relating to the subject matter hereof and thereof.

[Remainder of the page intentionally left blank]

IN WITNESS WHEREOF, each Grantor has duly executed this Agreement as of the day and year first above written.

SAFEGUARD MEDICAL HOLDCO LLC

By: 

Name: Adam Johnson

Title: Treasurer and Assistant Secretary

[Signature Page – Patent Security Agreement]

PATENT
REEL: 056113 FRAME: 0385

Schedule A

Patents

Registered Owner	Country	Patent No.	Application No.	Filing Date	Inventors	Product/Status
Safeguard Medical Holdco, LLC	US	2019/0001031	16/110,700	8/23/2018	Keith Joseph REAL, Herefordshire, (GB)	Pending Transcutaneous Device
Safeguard Medical Holdco, LLC	US	10,433,871	15/497,770	4/26/2017	Real; Keith Joseph (Herefordshire, GB), Russel; Malcolm Quentin (Herefordshire, GB)	Granted Intraosseous Device
Safeguard Medical Holdco, LLC	US	2019/0380744	16/552,635	8/27/2019	Keith Joseph REAL, Herefordshire, (GB)	Pending Intraosseous Device
Safeguard Medical Holdco, LLC	US	N/A	29/736,191	5/28/2020		Pending Tourniquet
Safeguard Medical Holdco, LLC	US	2020/0237816	16/850,136	4/20/2020	Mark Lait, Hertford Hertfordshire, (GB)	Pending Topical Composition
Safeguard Medical Holdco, LLC	US	8,710,289	13/219,385	8/26/2011	Russell, Malcolm (Herefordshire, GB), Andrews; Philip (Wiltshire, GB), Munro; Hugh Semple (Wiltshire, GB), Halstead; Robert (Wiltshire, GB), Preece; David (Herefordshire, GB)	Granted Wound Dressings