

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7258225

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
ADVANTICE HEALTH, LLC	04/01/2022
RECEIVING PARTY DATA	
Name:	MIDCAP FINANCIAL TRUST
Street Address:	7255 WOODMONT AVENUE
Internal Address:	SUITE 300
City:	BETHESDA
State/Country:	MARYLAND
Postal Code:	20814
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	9456970
Patent Number:	8013017
Application Number:	17407354
CORRESPONDENCE DATA	
Fax Number:	(310)557-2193
<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:	310-557-2900
Email:	KLATHROP@PROSKAUER.COM
Correspondent Name:	PROSKAUER ROSE LLP
Address Line 1:	2029 CENTURY PARK EAST, SUITE 2400
Address Line 2:	C/O KIMBERLEY A. LATHROP
Address Line 4:	LOS ANGELES, CALIFORNIA 90067
ATTORNEY DOCKET NUMBER:	11964.465
NAME OF SUBMITTER:	KIMBERLEY A. LATHROP
SIGNATURE:	/Kimberley A. Lathrop/
DATE SIGNED:	04/01/2022
Total Attachments: 5	
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PATENT

REEL: 059469 FRAME: 0497

FIRST LIEN PATENT SECURITY AGREEMENT

This **FIRST LIEN PATENT SECURITY AGREEMENT** (this “**Agreement**”), dated as of April 1, 2022, is made by Grantor (as identified below), in favor of MidCap Financial Trust, as the Collateral Agent for the Secured Parties (in such capacity, together with its successors and assigns, the “**Collateral Agent**”).

WHEREAS, Advantice Health, LLC, a Delaware limited liability company (“**Grantor**”), owns the Patent Collateral (as defined below); and

WHEREAS, Grantor is party to a First Lien Security Agreement dated as of April 1, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), by and among Grantor, the other grantors party thereto and the Collateral Agent, pursuant to which Grantor granted a security interest to the Collateral Agent in the Patent Collateral and is required to execute and deliver this Agreement.

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by each Grantor to the Collateral Agent pursuant to the Security Agreement, Grantor hereby grants to the Collateral Agent a security interest in all of Grantor’s right, title and interest in and to the following, in each case whether now owned or existing or hereafter acquired, developed, created or arising and wherever located (collectively, the “**Patent Collateral**”):

(i) all patents and patent applications and rights and interests in patents and patent applications under any domestic or foreign law that are presently, or in the future may be, owned or held by Grantor and all patents and patent applications and all re-issues, reexaminations, divisions, continuations, renewals, extensions and continuations in-part thereof and rights, title and interests in patents and patent applications under any domestic law that are presently, or in the future may be, owned by Grantor in whole or in part (including, without limitation, the patents and patent applications set forth on Schedule A annexed hereto);

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Patent Collateral and, to the extent not otherwise included, all payments under insurance (whether or not the Collateral Agent is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Patent Collateral; and

(iii) the right to sue or otherwise recover for any past, present and future infringement, dilution, misappropriation, or other violation or impairment of any of the foregoing.

Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Patent Collateral granted hereby are more fully set forth in the Security Agreement. All the terms of the Security Agreement are hereby

incorporated by reference. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES (AFTER GIVING EFFECT TO SECTION 5-1401 AND 5-1402 OF NEW YORK GENERAL OBLIGATIONS LAW).

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed signature page to this Agreement by facsimile transmission or electronic PDF delivery shall be as effective as delivery of a manually signed counterpart of this Agreement.

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

ADVANTICE HEALTH, LLC

By: 

Name: Kristin Recchiuti

Title: President and Chief Executive Officer


Signature Page to First Lien Patent Security Agreement

Accepted and Agreed:

MIDCAP FINANCIAL TRUST,
as the Collateral Agent

By: Apollo Capital Management, L.P., its
investment manager

By: Apollo Capital Management GP,
LLC, its general partner

By: 

Name: Maurice Amsellem
Title: Authorized Signatory

SCHEDULE A
TO
PATENT SECURITY AGREEMENT

Title	Country	Patent No./ Publication No./ Application No.	Issue Date/ Pub. Date/ App. Date	Current Owner	Status
Dermatological compositions and methods.	USA	9456970 20160000672 14851203	2016-OCT-04 2016-JAN-07 2015-SEP-11	Advantice Health, LLC	Issued
Dermatological compositions and methods.	USA	8013017 20090247632 12479524	2011-SEP-06 2009-OCT-01 2009-JUN-05	Advantice Health, LLC	Issued
Aqueous wound healing formulation.	USA	17407354	08-20-2021	Advantice Health, LLC	Pending