

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7267561

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	INTER-MED, INC.	04/07/2022
	APEX DENTAL MATERIALS, LLC	04/07/2022
RECEIVING PARTY DATA		
Name:	MARANON CAPITAL, L.P., AS ADMINISTRATIVE AGENT	
Street Address:	303 W. MADISON STREET	
Internal Address:	SUITE 2500	
City:	CHICAGO	
State/Country:	ILLINOIS	
Postal Code:	60606	
PROPERTY NUMBERS Total: 30		
Property Type	Number	
Patent Number:	10098708	
Patent Number:	10213272	
Patent Number:	10493210	
Patent Number:	6971878	
Patent Number:	7029278	
Patent Number:	7048120	
Patent Number:	7431587	
Patent Number:	7490837	
Patent Number:	8506293	
Patent Number:	8671994	
Patent Number:	8999297	
Patent Number:	9233262	
Patent Number:	9700382	
Patent Number:	9821007	
Patent Number:	RE44509	
Patent Number:	10588829	
Patent Number:	11219579	
Patent Number:	D888956	

PATENT

Property Type	Number
Patent Number:	7041164
Patent Number:	7452925
Patent Number:	7665992
Patent Number:	7846989
Application Number:	16284836
Application Number:	16689837
Application Number:	29692825
Application Number:	17472286
Application Number:	63267074
PCT Number:	US2062497
PCT Number:	US2021072043
PCT Number:	US1819260

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: 3128637141

Email: kristen.lange@goldbergkohn.com

Correspondent Name: KRISTEN N. LANGE, PARALEGAL

Address Line 1: C/O GOLDBERG KOHN LTD.

Address Line 2: 55 E. MONROE STREET, SUITE 3300

Address Line 4: CHICAGO, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	7793.041
NAME OF SUBMITTER:	KRISTEN N. LANGE
SIGNATURE:	/kristenlange/
DATE SIGNED:	04/07/2022
	This document serves as an Oath/Declaration (37 CFR 1.63).

Total Attachments: 7

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PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of April 7, 2022 is made by Inter-Med, Inc., a Wisconsin corporation ("Inter-Med") and Apex Dental Materials, LLC, an Illinois limited liability company ("Apex") (each a "Grantor" and, collectively, the "Grantors"), in favor of Maranon Capital, L.P., as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of April 7, 2022 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among INTERMED INTERMEDIATE HOLDINGS, INC., a Delaware corporation ("Holdings"), Inter-Med, the other Loan Parties from time to time party thereto, the Lenders from time to time party thereto and the Agent, the Secured Parties have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor has agreed, pursuant to a Security Agreement dated as of April 7, 2022 in favor of the Agent (and as the same may be amended, restated, supplemented and/or otherwise modified from time to time, the "Security Agreement") to pledge and grant to the Agent for the benefit of the Secured Parties a continuing security interest in all of Grantor's Intellectual Property, including, without limitation, the Patent Collateral (as defined below), and the Security Agreement requires that Grantor execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Credit Agreement or Security Agreement, as applicable.

Section 2. Grant of Security Interest in Patent Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Patent Collateral"):

(a) all of its Patents and all IP Licenses providing for the grant by or to such Grantor of any right under any Patent, including, without limitation, those referred to on Schedule 1 hereto;

(b) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing; and

(c) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Patents subject to a security interest hereunder.

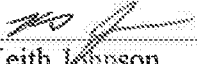
Section 5. Authorization to Supplement. If Grantor shall obtain rights to any new Patents, the provisions of this Patent Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to the Agent with respect to any such new Patents or renewal or extension of any Patent registration. Without limiting Grantor's obligations under this Section, Grantor hereby authorizes the Agent unilaterally to modify this Patent Security Agreement by amending Schedule 1 to include any such new Patents of Grantor. Notwithstanding the foregoing, no failure to so modify this Patent Security Agreement or amend Schedule 1 shall in any way affect, invalidate or detract from the Agent's continuing security interest in all Patent Collateral, whether or not listed on Schedule 1.

Section 6. Counterparts. This Patent Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Receipt by telecopy or electronic mail of any executed signature page to this Security Agreement shall constitute effective delivery of such signature page. This Security Agreement to the extent signed and delivered by means of a facsimile machine or Electronic Transmission shall be treated in all manner and respects and for all purposes as an original agreement or amendment and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. No party hereto shall raise the use of a facsimile machine or Electronic Transmission to deliver a signature or the fact that any signature or agreement or amendment was transmitted or communicated through the use of a facsimile machine or Electronic Transmission as a defense to the formation or enforceability of a contract and each such party forever waives any such defense.

Section 7. Governing Law. This Patent Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Illinois.


[SIGNATURE PAGES FOLLOW]

INTER-MED, INC. as a Grantor

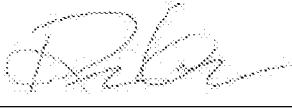
By: 
Name: Keith Johnson
Title: Chief Financial Officer

APEX DENTAL MATERIAL, LLC, as a Grantor

By: Inter-Med, Inc.
Its: Member

By: 
Name: Keith Johnson
Title: Chief Financial Officer

MARANON CAPITAL, L.P., as Agent

By: 

Name: Rommel P. Garcia

Title: Managing Director

SCHEDULE 1
TO
PATENT SECURITY AGREEMENT

Patent Registrations

1. REGISTERED Patents

Patent	Application Number	File Date	Patent Number	Issue Date	Owner
Ultrasonic device having memory capabilities	12/799736	04/30/10	10,098,708	10/16/18	Inter-med, Inc.
Piezoelectric device and circuitry	15/108033	06/24/16	10,213,272	02/26/19	Inter-med, Inc.
Negative pressure syringe for drip prevention	15/384797	12/20/16	10,493,210	12/03/19	Inter-med, Inc.
Apparatus and methods for treating tooth root canals	10/770356	02/02/04	6,971,878	12/06/05	Inter-med, Inc.
Handheld device for applying dental materials	10/667164	09/17/03	7,029,278	04/18/06	Inter-med, Inc.
Package construction for fluid application device	10/449835	05/30/03	7,048,120	05/23/06	Inter-med, Inc.
Dental tool adapter assembly	10/981380	11/04/04	7,431,587	10/07/08	Inter-med, Inc.
Equipment caddie system	11/255364	10/21/05	7,490,837	02/17/09	Inter-med, Inc.
Ultrasonic endodontic dental irrigator	11/320286	12/28/05	8,506,293	08/13/13	Inter-med, Inc.
Syringe filling apparatus	12/387195	04/29/09	8,671,994	03/18/14	Inter-med, Inc.
Hemostatic agent	12/460044	07/13/09	8,999,297	04/07/15	Inter-med, Inc.
Dental irrigant	12/217601	07/07/08	9,233,262	01/12/16	Inter-med, Inc.

Piezoelectric device and circuitry	14/584917	12/29/14	9,700,382	07/11/17	Inter-med, Inc.
Dental irrigant	14/984167	12/30/15	9,821,007	11/21/17	Inter-med, Inc.
Surgical needle	10/436806	05/13/03	RE44509	09/24/13	Inter-med, Inc.
Heating of dental material using overtone signatures, absorbing dyes and material properties	16/246205	01/11/19	10,588,829	03/17/20	Inter-med, Inc.
Heating of dental materials using overtone signatures, absorbing dyes and material properties	16/804138	02/28/20	11,219,579	01/11/22	Inter-med, Inc.
Insert for piezoelectric dental scaling	29/648024	05/17/18	D888,956	06/30/20	Inter-med, Inc.
Dental etch solutions	10/323865	12/18/02	7,041,164	05/09/06	Apex Dental Materials, LLC
Three part dental bonding compositions and methods	11/360978	02/23/06	7,452,925	11/18/08	Apex Dental Materials, LLC
Three part dental bonding compositions and methods of use	12/272103	11/17/08	7,665,992	02/23/10	Apex Dental Materials, LLC
Dental gel etchants	11/360980	02/23/06	7,846,989	12/07/10	Apex Dental Materials, LLC

2. Patent APPLICATIONS

Patent	Application Number	File Date	Patent Number	Issue Date	Owner
Piezoelectric device and circuitry	16/284836	02/25/19	n/a	n/a	Inter-med, Inc.
Universal minimal waste dispensing tip	16/689837	11/20/19	n/a	n/a	Inter-med, Inc.

Universal minimal waste dispensing tip	29/692825	5/29/19	n/a	n/a	Inter-med, Inc.
Heating of dental materials using overtone signatures, absorbing dyes and material properties	17/472286	09/10/21	n/a	n/a	Inter-med, Inc.
Methods and materials for removal of anionic contaminants in dental materials	63/267074	01/24/22	n/a	n/a	Inter-med, Inc.
Novel endodontic irrigant	PCT/US2021/072043	10/26/21	n/a	n/a	Inter-med, Inc.
Dental material composition for forming mineral apatite bonds and carries prevention	PCT/US20/62497	11/27/20	n/a	n/a	Inter-med, Inc.
Heating of dental materials using overtone signatures, absorbing dyes and material properties	PCT/US18/19260	02/22/18	n/a	n/a	Inter-med, Inc.