507584737 11/07/2022

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT7631626

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
INNARA HEALTH, INC.	11/04/2022

RECEIVING PARTY DATA

Name:	CARDINAL HEALTH, INC.
Street Address:	7000 CARDINAL PLACE
City:	DUBLIN
State/Country:	ОНЮ
Postal Code:	43017

PROPERTY NUMBERS Total: 10

Property Type	Number
Patent Number:	11234607
Application Number:	17576745
Patent Number:	8939919
Patent Number:	9220654
Patent Number:	9037266
Patent Number:	11096619
Application Number:	17407979
Patent Number:	8545230
Patent Number:	9974476
Application Number:	14160270

CORRESPONDENCE DATA

Fax Number: (212)755-7306

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: 212-326-3939

Email: cartigas@jonesday.com, mmisitigh@jonesday.com

Correspondent Name: CARINE ARTIGAS
Address Line 1: 250 VESEY STREET

Address Line 4: NEW YORK, NEW YORK 10281

NAME OF SUBMITTER: MELANIE H. MISITIGH

PATENT REEL: 061893 FRAME: 0968

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SIGNATURE:	/Melanie H. Misitigh/
DATE SIGNED:	11/07/2022
Total Attachments: 14	
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AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

This AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of November 4, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified or replaced from time to time, this "<u>IP Security Agreement</u>"), is made by Innara Health, Inc., a Kansas corporation ("<u>Grantor</u>"), in favor of Cardinal Health, Inc., an Ohio corporation ("<u>Purchaser</u>").

WHEREAS, Grantor issued (a) Notes (as such term is defined in the Existing Note Purchase Agreement (as hereinafter defined)) pursuant to that certain Convertible Note Purchase and Security Agreement, dated as of January 7, 2022 (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Existing Note Purchase Agreement"), by and among Grantor, Purchaser and the other parties set forth on the signature pages thereto and (b) a Note (as such term is defined in the New Note Purchase Agreement (as hereinafter defined)) pursuant to that certain Note Purchase and Security Agreement, dated as of November 4, 2022 (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "New Note Purchase Agreement;" and together with the Existing Note Purchase Agreement, collectively, the "Note Purchase Agreements"), by and among Grantor and Purchaser, in each case, pursuant to which Grantor granted a security interest to Purchaser, in, among other things, the IP Collateral (as defined below) of Grantor; and

WHEREAS, Grantor and Purchaser entered into that certain Intellectual Property Security Agreement, dated January 7, 2022 (the "Existing Agreement");

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby agrees with Purchaser as follows:

SECTION 1. Defined Terms

Unless otherwise defined herein, terms defined in the Existing Note Purchase Agreement or New Note Purchase Agreement, as applicable, and used herein have the meaning given to them in the Existing Note Purchase Agreement or New Note Purchase Agreement, as applicable.

SECTION 2. Grant of Security Interest in IP Collateral

Grantor hereby pledges and grants to Purchaser a continuing security interest in all of Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired, and wherever located (the "<u>IP Collateral</u>"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of Grantor's obligations under each of the Note Purchase Agreements:

(a) (i) all United States and foreign copyrights, whether registered or unregistered, and whether or not the underlying works of authorship have been published and whether as author, assignee, transferee or otherwise, including but not limited to copyrights in software and databases, all Mask Works (as defined in 17 U.S.C. § 901 of the U.S. Copyright Act) and all works of authorship, all right, title and interest to make and exploit all derivative works based on or adopted

from works covered by such copyrights, and all copyright registrations, copyright applications, mask works registrations and mask works applications, and any renewals or extensions thereof, and (ii) the rights to print, publish and distribute any of the foregoing (collectively, the "Copyrights");

- (b) all Copyright licenses to the extent Grantor is not the granting party;
- (c) (i) all United States, state and foreign trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade dress, trade styles, logos, or other indicia of origin or source identification (in each case of the foregoing whether registered or unregistered), Internet domain names, trademark and service mark registrations, designs and general intangibles of like nature and applications for trademark or service mark registrations and any renewals thereof, including each registration and application identified in Schedule A and (ii) the goodwill of the business connected with the use of, and symbolized by, each of the above (collectively, the "Trademarks");
 - (d) all Trademark licenses to the extent Grantor is not the granting party;
- (e) (i) all United States and foreign patents, patent applications and patentable inventions, including each issued patent and patent application identified in <u>Schedule B</u>, all certificates of invention or similar property rights and all registrations, recordings and pending applications thereof, (ii) all inventions and improvements described and claimed therein and (iii) all reissues, divisions, reexaminations, continuations, continuations-in-part, substitutes, renewals, and extensions thereof, and all improvements thereon (collectively, the "Patents");
 - (f) all Patent licenses to the extent Grantor is not the granting party;
- (g) all books and records relating to any of the foregoing, and any and all claims, rights and interests in any of the above and all substitutions for, additions, attachments, accessories, accessions and improvements to and replacements, products, proceeds and insurance proceeds of any or all of the foregoing; and
- (h) (i) the right to sue or otherwise recover for any and all past, present and future infringement, misappropriation, dilution and/or other violations of any of the foregoing described in this <u>Section 2</u>, and (ii) all income, royalties, damages and/or other payments now and hereafter due and/or payable with respect to any of the foregoing described in this <u>Section 2</u>; <u>provided</u>, however, the IP Collateral shall exclude all Excluded Property.

SECTION 3. Recordation

Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable United States or foreign government officer record this IP Security Agreement.

SECTION 4. Execution in Counterparts

This IP Security Agreement may be executed in any number of counterparts (including by telecopy or other electronic transmission), 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.

NAI-1533476016v5 2

SECTION 5. Governing Law

THIS IP SECURITY AGREEMENT AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS IP SECURITY AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 6. Conflict Provision

This IP Security Agreement has been entered into in conjunction with the provisions of each Note Purchase Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in each Note Purchase Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this IP Security Agreement are in conflict with the Note Purchase Agreements, the provisions of such Note Purchase Agreement, as applicable, shall govern.

SECTION 7. Grantor Remains Liable

Grantor hereby agrees that, notwithstanding anything to the contrary herein, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with the foregoing described in <u>Section 2</u> above, including without limitation any agreement, whether written or oral, now or hereafter in effect, granting any right, title or interest in, to or under any of the foregoing described in <u>Section 2</u> above.

SECTION 8. Successors and Assigns

This IP Security Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns in accordance with each Note Purchase Agreement.

SECTION 9. Amendment and Restatement

This IP Agreement amends and restates in its entirety the Existing Agreement, and Grantor confirms that: the Existing Agreement has at all times, since the date of the execution and delivery of such document, remained in full force and effect and the obligations are continued as the obligations hereunder as amended hereby. The parties hereto acknowledge and agree that the amendment and restatement of the Existing Agreement expressly amended by this IP Security Agreement is not intended to constitute, nor does it constitute, a novation, interruption, suspension of continuity, satisfaction, discharge or termination of the obligations, loans, liabilities, or indebtedness under the Existing Agreement, the Existing Note Purchase Agreement and any other document executed in connection therewith, and this IP Security Agreement, the Note Purchase Agreements and any other document executed in connection therewith are entitled to all rights and benefits originally pertaining to the Existing Agreement.

[Signature pages follow]

NAI-1533476016v5 3

IN WITNESS WHEREOF, each of the undersigned has caused this IP Security Agreement to be duly executed and delivered as of the date first above written.

GRANTOR:

INNARA HEALTH, INC.

Chris Mathia

D.,,

Name: Chris Mathia

Title: Chief Executive Officer

PURCHASER:

Cardinal Health, Inc., an Ohio corporation

By: Scott B Zimmerman (Nov 4, 2022 13:59 EDT)

Name: Scott Zimmerman

Title: Senior Vice President and Treasurer

[Signature Page to IP Security Agreement]

SCHEDULE A

Trademarks

	, , , , , , , , , , , , , , , , , , , ,	Innara Health Inc	realth, the	Innara Health Inc		Innara Health. Inc.	Owner Innara Health, Inc.
NTRAINER SYSTEM		NEOSUCKRT		INNARA HEALTH and Design		INNARA HEALTH	<u>Mark</u> INNARA
RN: 3617036	SN: 77379602	RN: 3617055	SN: 86111397	RN: 4563218	SN: 85809195	RN: 4602192	App. No./ Reg. No. RN: 4728083 SN: 85809155
(Int'l Class: 10)	computer software to determine an assessment of a non-nutritive suck reflex in infants	(Int'l Class: 09)	medical devices for treating conditions related to neonatal care for preterm, full term and critical care infants, namely, for use in neonatal assessment, therapy, and for promoting infant development	(Int'l Class: 10)	medical devices for treating conditions related to neonatal care for preterm, full term and critical care infants, namely, for use in neonatal assessment, therapy, and for promoting infant development	(Int'l Class: 10)	Goods/Services (Int'l Class: 10) medical devices for treating conditions related to neonatal care for preterm, full term and critical care infants, namely, for use in neonatal assessment, therapy, and for promoting infant development
Registered: May 5, 2009		Registered: May 5, 2009		Registered July 8, 2014		Registered September 9, 2014	Status Registered April 28, 2015

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SCHEDULE B

Patents

Germany	France	Belgium	European Patent Office	Canada	Patent Cooperation Treaty	United States	United States	Country Name
Methods of Using Enhanced Therapeutic	Methods of Using Enhanced Therapeutic Stimulus for Non-nutritive Suck Entrainment System	Methods of Using Enhanced Therapeutic Stimulus for Non-nutritive Suck Entrainment System	Methods of Using Enhanced Therapeutic Stimulus for Non-nutritive Suck Entrainment System	Methods Of Using An Enhanced Therapeutic Stimulus For Non- Nutritive Suck Entrainment System	Methods of Using an Enhanced Therapeutic Stimulus for Non-nutritive Suck Entrainment System	Methods of Using an Enhanced Therapeutic Stimulus for Non-nutritive Suck Entrainment System	Methods of Using an Enhanced Therapeutic Stimulus for Non-nutritive Suck Entrainment System	Product Type/Title
13780575.0	13780575.0	13780575.0	13780575.0	2910406	PCT/US2013/03 8400	17/576,745	13/457,154	Application No.
4/26/2013	4/26/2013	4/26/2013	4/26/2013	4/26/2013	4/26/2013	1/14/2022	4/26/2012	Application Date
Issued	Issued	Issued	Validated at National level	Pending	National phase	Published	Issued	Status
12/21/2021	12/21/2021	12/21/2021	12/21/2021	N/A	N/A		2/1/2022	Issue Date
EP 2840967	EP 2840967	EP 2840967	EP 2840967	N/A	N/A		11234607	Patent No.
Innara Health, Inc. & University of Kansas	Innara Health, Inc. & University of Kansas	Innara Health, Inc. & University of Kansas	Innara Health, Inc. & University of Kansas	New KCBX, Inc.	Innara Health, Inc. & University of Kansas	Innara Health, Inc. & University of Kansas	Innara Health, Inc. & University of Kansas	Assignee(s)/Owner(s)

REEL: 061893 FRAME: 0977

Innara Health, Inc.	8545230	10/1/2013	Issued	9/22/2009	12/564,802	Method And Apparatus For A Non-Nutritive Suck	United States
						Treatment System	
Innara Health, Inc.	N/A	N/A	Published	8/20/2021	17/407,979	Neural Analysis and	United States
Innara Health, Inc.	11096619	8/24/2021	Issued	7/14/2014	14/330,712	Neural Analysis and Treatment System	United States
						TATOLINGA	
						Entrainment System And Method	
						Nutritive Suck	
University of Kansas	120/613	04/01/2021	Issued	4/20/2013	13100330.0	Stimulus For Non-	gnon gnon
Innow Hoolth Inc &	1207012	04/01/2021	Ignad	1/06/0010	15100550 0	Enhanced Thomassic	Hone Vone
						Suck Entrainment System	
University of Kansas						Stimulus for Non-nutritive	
Innara Health, Inc. &	EP 2840969	6/10/2020	Issued	4/26/2013	13780650.1	Enhanced Therapeutic	Italy
						and Method	
						Suck Entrainment System	
University of Kansas						Stimulus for Non-nutritive	
Innara Health, Inc. &	EP 2840969	6/10/2020	Issued	4/26/2013	13780650.1	Enhanced Therapeutic	United Kingdom
						and Method	
						Suck Entrainment System	
University of Kansas						Stimulus for Non-nutritive	
Innara Health, Inc. &	EP 2840969	6/10/2020	Issued	4/26/2013	13780650.1	Enhanced Therapeutic	France
						and Method	
						Suck Entrainment System	
University of Kansas						Stimulus for Non-nutritive	
Innara Health, Inc. &	EP 2840969	6/10/2020	Issued	4/26/2013	13780650.1	Enhanced Therapeutic	Spain
						and Method	
•						Suck Entrainment System	
University of Kansas						Stimulus for Non-nutritive	
Innara Health, Inc. &	EP 2840969	6/10/2020	Issued	4/26/2013	13780650.1	Enhanced Therapeutic	Germany
Assignee(s)/Owner(s)	Patent No.	Issue Date	Status	Date	Application No.	Product Type/Title	Country Name
				Amalication			

11/3/2020
Issued 4/30/2019
Issued 11/22/2018
Issued 7/2/2021
Pending N/A
Issued 10/16/2020
Issued 2/25/2020
Issued 8/2/2018
National N/A phase
Issued 5/30/2017
Issued 9/11/2013
Status Issue Date

RECORDED: 11/07/2022

Country Name	Product Type/Title	Application No.	Application Date	Status	Issue Date	Patent No.	Assignee(s)/Owner(s)
United States	System and Methods for	14/160,270	1/21/2014	Issued	5/30/2017	2014207226	Innara Health, Inc.
	the Predictive Assessment					6	
	and Neurodevelopment						
	Therapy for Oral Feeding						
Patent Cooperation	Systems and Methods for	PCT/US2014/01	1/21/2014	National	N/A	N/A	Innara Health, Inc.
Treaty	the Predictive Assessment	2346		phase			
	and Neurodevelopment						
	Therapy for Oral Feeding						
Australia	Predictive	2014207316	1/21/2014	Issued	9/13/2018	2014207316	Innara Health, Inc.
	Neurodevelopment						
	Therapy For Oral Feeding						
Canada	Predictive	2,898,860	1/21/2014	Pending	N/A	N/A	Innara Health, Inc.
	Neurodevelopment						
	Therapy For Oral Feeding						
New Zealand	Systems And Methods For	710272	1/21/2014	Issued	4/30/2019	710272	Innara Health, Inc.
	The Predictive Assessment						
	And Neurodevelopment						
	Therapy For Oral Feeding						
European Patent	Systems And Methods For	14741014.6	1/21/2014	Published	N/A	N/A	Innara Health, Inc.
Office	The Predictive Assessment						
	And Neurodevelopment						
	Therapy For Oral Feeding						