PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT7695454

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	PATENT SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
QFIX SYSTEMS, L.L.C.	12/14/2022

RECEIVING PARTY DATA

Name:	MIDCAP FINANCIAL TRUST, AS ADMINISTRATIVE AGENT	
Street Address:	7255 WOODMONT AVENUE, SUITE 300	
City:	BETHESDA	
State/Country:	MARYLAND	
Postal Code:	20814	

PROPERTY NUMBERS Total: 27

Property Type	Number
Patent Number:	10166160
Patent Number:	10603513
Patent Number:	10682445
Patent Number:	10709627
Patent Number:	10821043
Patent Number:	11039758
Patent Number:	11071606
Patent Number:	11206996
Patent Number:	7063461
Patent Number:	7484253
Patent Number:	9021632
Patent Number:	9179880
Patent Number:	9192534
Patent Number:	9775934
Patent Number:	10231680
Application Number:	15602372
Application Number:	14913760
Application Number:	14894030
Application Number:	16917232
Application Number:	16305421

PATENT REEL: 062129 FRAME: 0283

507648319

Property Type	Number
Application Number:	17317224
Application Number:	17328096
Application Number:	17286663
Application Number:	17518420
Application Number:	17642012
Application Number:	17690887
Application Number:	17881058

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.

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Correspondent Name: JUSTINE LU/WHITE & CASE LLP

Address Line 1: 555 SOUTH FLOWER STREET, SUITE 2700

Address Line 4: LOS ANGELES, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER: 1575426-0008-S216	
NAME OF SUBMITTER: JUSTINE LU	
SIGNATURE:	/Justine Lu/
DATE SIGNED:	12/14/2022

Total Attachments: 8

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PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT (this "Patent Security Agreement") is entered into as of December 14, 2022 among the Grantor listed on the signature pages hereof (the "Grantor") and MIDCAP FINANCIAL TRUST, in its capacity as administrative agent for the Lenders (together with its successors and permitted assigns in such capacity, "Administrative Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit and Guaranty Agreement, dated as of November 1, 2021 (as amended, restated, amended and restated, replaced, supplemented, or otherwise modified from time to time, including all annexes, exhibits and schedules thereto, the "Credit Agreement"), among BW ISO ACQUISITION LLC, a Delaware limited liability company (the "Borrower"), BW ISO INTERMEDIATE LLC, a Delaware limited liability company ("Holdings"), as a Guarantor (as defined therein), each of the Subsidiaries (as defined therein) of Holdings from time to time party thereto, as Guarantors, the financial institutions from time to time party thereto, as defined therein), and Administrative Agent, Lenders have agreed to make Loans (as defined therein) to Borrower from time to time pursuant to the terms and subject to the conditions set forth therein; and

WHEREAS, Lenders are willing to make Loans to Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that the Grantor shall have executed and delivered to Administrative Agent, for the benefit of the Secured Parties (as defined in the Security Agreement, defined below), that certain Security and Pledge Agreement dated as of November 1, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, including all schedules and exhibits thereto, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Administrative Agent, for the benefit of the Secured Parties, this Patent Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

- 1. <u>DEFINED TERMS</u>. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or the Credit Agreement.
- 2. <u>GRANT OF SECURITY INTEREST IN PATENT COLLATERAL</u>. The Grantor hereby grants to Administrative Agent, for the benefit of the Secured Parties, a valid and continuing security interest in and Lien on all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Patent Collateral"):

- (a) all of such Grantor's Patent registrations, Patent applications and Patent Licenses, including, without limitation, those referred to on Schedule 1 hereto;
- (b) all reissues, divisionals, continuations, continuations in part, substitutes, extensions, modifications or renewals of and improvements on the foregoing; and
- (c) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement, misappropriation or dilution of any Patent.
- 3. <u>SECURITY FOR OBLIGATIONS</u>. This Patent Security Agreement and the security interest created hereby secure the payment and performance of all the Secured Obligations of the Grantor, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Patent Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by the Grantor, or any of the other Credit Parties, to Administrative Agent, the other Secured Parties, or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Grantor.
- 4. <u>SECURITY AGREEMENT</u>. The security interests granted pursuant to this Patent Security Agreement are granted in conjunction with and in furtherance of the security interests and Liens granted to Administrative Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, and to the extent a conflict exists, the terms of the Security Agreement control.
- 5. <u>AUTHORIZATION TO SUPPLEMENT</u>. If any Grantor shall obtain rights to any new patentable inventions or become entitled to the benefit of any patent application or patent for any reissue, division, or continuation, of any patent to the extent constituting Patent Collateral, the provisions of this Patent Security Agreement shall automatically apply thereto. Without limiting Grantors' obligations under this <u>Section 5</u>, Grantors hereby authorize Administrative Agent (but Administrative Agent shall be under no obligation) to unilaterally modify this Patent Security Agreement by amending <u>Schedule 1</u> hereto to include any such new patent rights of Grantors, which become part of the Patent Collateral under the Security Agreement. Notwithstanding the foregoing, no delay or failure to so modify this Patent Security Agreement or amend <u>Schedule 1</u> hereto shall in any way affect, invalidate or detract from Administrative Agent's valid and continuing security interest in all Collateral (including without limitation the Patent Collateral), whether or not listed on <u>Schedule 1</u> hereto.
- 6. <u>SUCCESSORS IN INTEREST</u>. This Patent Security Agreement shall be binding upon the Grantor, its successors and permitted assigns and shall inure, together with the rights and remedies of Administrative Agent and the other Secured Parties hereunder, to the benefit of

Administrative Agent and the other Secured Parties and their respective successors and permitted assigns.

- 7. <u>COUNTERPARTS; INTEGRATION</u>. This Patent Security Agreement (or any amendments, waivers, consents, or supplements hereto) may be executed in any number of counterparts, each of which shall be deemed an original with the same effect as if the signatures thereto and hereto were upon the same instrument. This Patent Security Agreement and the other Financing Documents constitute the entire agreement and understanding among the parties hereto and supersede any and all prior agreements and understandings, oral or written, relating to the subject matter hereof. Delivery of an executed signature page of this Patent Security Agreement (or any amendments, waivers, consents, or supplements hereto) by facsimile transmission or electronic transmission shall be as effective as delivery of a manually executed counterpart hereof or thereof.
- CONSTRUCTION. Unless the context of this Patent Security Agreement or any other Financing Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Patent Security Agreement or any other Financing Document refer to this Patent Security Agreement or such other Financing Document, as the case may be, as a whole and not to any particular provision of this Patent Security Agreement or such other Financing Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Patent Security Agreement unless otherwise specified. Any reference in this Patent Security Agreement or in any other Financing Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Financing Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash in accordance with the terms of the Credit Agreement (or cash collateralization in accordance with the terms thereof) of all Obligations other than unasserted Contingent Obligations. Any reference herein to any Person shall be construed to include such Person's successors and permitted assigns. Any requirement of a writing contained herein or in any other Financing Document shall be satisfied by the transmission of a Record, and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.
- 9. <u>GOVERNING LAW</u>. THIS PATENT SECURITY AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

- 10. <u>MISCELLANEOUS</u>. The terms and provisions of Article 9 (Expenses and Indemnity), Sections 12.1 (Survival), 12.2 (No Waivers), 12.3 (Notices), 12.4 (Severability), 12.5 (Amendments and Waivers), 12.7 (Headings), 12.10 (GOVERNING LAW; SUBMISSION TO JURISDICTION) 12.11 (WAIVER OF JURY TRIAL) and 12.15 (No Strict Construction) of the Credit Agreement are hereby incorporated herein by reference and shall apply to this Patent Security Agreement, mutatis mutandis, as if fully set forth herein, and the parties agree to such terms.
- 11. <u>FINANCING DOCUMENT</u>. This Patent Security Agreement constitutes a "Financing Document" under and as defined in the Credit Agreement and is subject to the terms and provision therein regarding Financing Documents.
- 12. <u>RELEASE</u>. Upon the consummation of any disposition of Collateral to any third party pursuant to a transaction permitted by the terms of the Credit Agreement, the security interest granted hereby in such Collateral shall automatically and immediately terminate (but shall attach to the proceeds or products thereof constituting collateral) and Administrative Agent shall promptly, at the reasonable request and expense of the Grantor, provide evidence of such termination. Upon the occurrence of the Termination Date (as defined in the Security Agreement), upon Borrower's request, Administrative Agent will promptly, at the sole expense of the Grantor, authorize the filing of appropriate termination statements to terminate such security interests and will take any further actions necessary or desirable to evidence or effect such termination of the security interests as may be reasonably requested by the Grantor to evidence such termination and release, in accordance with Section 11 of the Security Agreement.

[Signature pages follow]

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

GRANTOR

QFIX SYSTEMS, L.L.C., as a

Grantor

By: Name: Nathaniel Geissel

Title: Chief Executive Officer

REEL: 062129 FRAME: 0289

ACCEPTED AND ACKNOWLEDGED

MIDCAP FINANCIAL TRUST,

as Administrative Agent

By: Apollo Capital Management, L.P.,

its investment manager

By: Apollo Capital Management, GP, LLC,

its investment manager

By: __

Name: Maurice Amsellem

Title: Authorized Signatory

SCHEDULE 1 TO PATENT SECURITY AGREEMENT

Grantor	Title	Application Number	Patent Number
Qfix Systems, L.L.C.	Novel air bearing device and method for transferring patients	13/773547	10166160
Qfix Systems, L.L.C.	Patient transfer support locating device	15/327765	10603513
Qfix Systems, L.L.C.	Immobilizer preform, immobilizer device, and method of forming the same	15/693745	10682445
Qfix Systems, L.L.C.	Use of high pressure low volume air conversion to low pressure high volume air to power patient transport devices	15/541800	10709627
Qfix Systems, L.L.C.	Patient transfer device and associated systems and methods	15/526564	10821043
Qfix Systems, L.L.C.	MRI compatible patient trolley	15/767715	11039758
Qfix Systems, L.L.C.	Adjustable immobilizer apparatus and method for immobilizing a patient	16/223848	11071606
Qfix Systems, L.L.C.	Patient trolley and patient transfer device	15/767517	11206996
Qfix Systems, L.L.C.	Patient support device with shoulder depression device	10/452680	7063461
Qfix Systems, L.L.C.	Patient support element for radiation therapy that reduces skin radiation burn	10/852413	7484253
Qfix Systems, L.L.C.	Patient positioning device primarily developed for stereotactic body radio surgery (SBRT)	12/838417	9021632
Qfix Systems, L.L.C.	Radiation therapy patient couch top compatible with diagnostic imaging	11/535055	9179880
Qfix Systems, L.L.C.	Modular patient transport system	14/044395	9192534
Qfix Systems, L.L.C.	Immobilizer preform, immobilizer device, and method of forming the same	14/134685	9775934

AMERICAS 109134745 v6

PATENT REEL: 062129 FRAME: 0291

Grantor	Title	Application Number	Patent Number
Qfix Systems,	Heat formable patient	15/015633	10231680
L.L.C.	positioning cushion, method		
	of producing a heat formable		
	patient positioning cushion,		
	and heat formable patient		
	positioning system		
Qfix Systems,	Accessory device, a patient	15/602372	20170333243
L.L.C.	immobilization system, and a		
	method of forming a patient		
	immobilization system		
Qfix Systems,	Adjustable immobilizer	14/913760	20160206395
L.L.C.	apparatus and method for		
	immobilizing a patient		
Qfix Systems,	Head and jaw immobilization	14/894030	20160095739
L.L.C.	device		
Qfix Systems,	Adjustable immobilizer	16/917232	20200330177
L.L.C.	device and method for		
	immobilizing a patient		
Qfix Systems,	Apparatus and method for	16/305421	20210220217
L.L.C.	promoting shallow breathing		
0.00	of a patient	15/015001	11501020
Qfix Systems,	MRI compatible patient	17/317224	11504022
L.L.C.	trolley	17/22006	2021020000
Qfix Systems,	MRI compatible patient	17/328096	20210298969
L.L.C.	trolley		
Qfix Systems,	Coil positioning apparatuses,	17/286663	20210369133
L.L.C.	systems, and methods thereof	15/510100	110 (100 0
Qfix Systems,	Adjustable immobilizer	17/518420	11364088
L.L.C.	apparatus and method for		
	immobilizing a patient	17/6/19019	202222
Qfix Systems,	Support apparatus, system,	17/642012	20220378386
L.L.C.	and method for positioning a		
	patient's anatomy	1-110000-	20220102076
Qfix Systems,	Head and jaw immobilization	17/690887	20220192856
L.L.C.	device	17/001070	20222270712
Qfix Systems,	Adjustable immobilizer	17/881058	20220378542
L.L.C.	apparatus and method for		
	immobilizing a patient		

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RECORDED: 12/14/2022

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