

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7874367

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	PQ BYPASS, INC.	03/29/2023
RECEIVING PARTY DATA		
Name:	DEERFIELD PRIVATE DESIGN FUND IV, L.P., AS AGENT	
Street Address:	345 PARK AVENUE	
Internal Address:	12TH FLOOR	
City:	NEW YORK	
State/Country:	NEW YORK	
Postal Code:	10010	
PROPERTY NUMBERS Total: 13		
Property Type	Number	
Application Number:	16292030	
Application Number:	17381556	
Application Number:	16357941	
Application Number:	15723933	
Application Number:	15001086	
Application Number:	15053758	
Application Number:	13422594	
Application Number:	13868804	
Application Number:	11735382	
Application Number:	10927340	
Application Number:	11340324	
Application Number:	10687783	
Application Number:	10177816	
CORRESPONDENCE DATA		
Fax Number:		
<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:	212.940.6562	
Email:	joanne.arnold@katten.com	

Correspondent Name:	JOANNE BL ARNOLD
Address Line 1:	KATTEN
Address Line 2:	50 ROCKEFELLER PLAZA
Address Line 4:	NEW YORK, NEW YORK 10020-1605
ATTORNEY DOCKET NUMBER:	333285.00306
NAME OF SUBMITTER:	JOANNE BL ARNOLD
SIGNATURE:	/Joanne BL Arnold/
DATE SIGNED:	03/30/2023
	This document serves as an Oath/Declaration (37 CFR 1.63).
Total Attachments: 6 source=Endologix - Patent Security Agreement (PQ Bypass) (Executed)#page1.tif source=Endologix - Patent Security Agreement (PQ Bypass) (Executed)#page2.tif source=Endologix - Patent Security Agreement (PQ Bypass) (Executed)#page3.tif source=Endologix - Patent Security Agreement (PQ Bypass) (Executed)#page4.tif source=Endologix - Patent Security Agreement (PQ Bypass) (Executed)#page5.tif source=Endologix - Patent Security Agreement (PQ Bypass) (Executed)#page6.tif	

PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this “**Agreement**”) made as of March 29, 2023, by PQ Bypass, Inc., a Delaware corporation (“**Grantor**”), in favor of Deerfield Private Design Fund IV, L.P., in its capacity as Agent for the Secured Parties (each as defined in the Term Loan and Security Agreement referenced below) (in such capacity, “**Grantee**”):

W I T N E S S E T H

WHEREAS, Endologix LLC, a Delaware limited liability company (“**Endologix**”) and Endologix Holdings, LLC, a Delaware limited liability company (“**Holdings**”), jointly and severally, (Endologix and Holdings, collectively, the “**Borrower**”), the other Loan Parties from time to time party thereto, the lenders from time to time party thereto as Lenders and Grantee have entered into that certain Term Loan and Security Agreement dated as of October 1, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the “**Term Loan and Security Agreement**”), pursuant to which Grantee and the Lenders have agreed, subject to the terms and conditions thereof, to make certain loans to, and other credit accommodations in favor of, Borrower (collectively, the “**Loans**”).

WHEREAS, pursuant to the terms of the Term Loan and Security Agreement, Grantor have granted to Grantee, for its benefit and the benefit of the other Secured Parties, a security interest and Lien upon substantially all assets (including the Collateral) of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired (a) patents and patent applications, (b) all continuations, divisionals, continuations-in-part, re-examinations, reissues, and renewals thereof and improvements thereon, (c) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past, present, or future infringements thereof, (d) the right to sue for past, present, and future infringements thereof, and (e) all of each Loan Party’s rights corresponding thereto throughout the world (all of the foregoing in clauses (a), (b), (c), (d) and (e), collectively, “**Patents**”), together with the goodwill of the business symbolized by Grantor’ Patents, and all income, royalties, damages and payments with respect to the foregoing, to secure the payment of all Liabilities, in each case other than Excluded Property.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agree as follows:

1. Incorporation of Term Loan and Security Agreement. The representations and warranties contained in the Term Loan and Security Agreement to the extent applicable to Grantor are hereby incorporated herein in their entirety by this reference thereto. The provisions of Sections 1.3, 9.6, 9.7, 8.8, 9.9 and 9.17 of the Term Loan and Security Agreement are incorporated herein by reference thereto *mutatis mutandis*. Unless otherwise noted herein, all capitalized terms used herein but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Term Loan and Security Agreement. In the event of a conflict between a provision of the Term Loan and Security Agreement and a provision of this Agreement, the provision of the Term Loan and Security Agreement shall control.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment of the Liabilities, Grantor grant to Grantee, for its benefit and the benefit of the other Secured Parties, and hereby reaffirm their prior grant pursuant to the Term Loan and Security Agreement of, a continuing Lien on and security interest in Grantor's entire right, title and interest in and to, whether now owned or existing or hereafter created, acquired or arising, each Patent listed on Schedule A and the goodwill and general intangibles of such Grantor relating thereto or represented hereby (the "Patent Collateral").

Notwithstanding the foregoing, no Patent Collateral shall include any Excluded Property.

3. Governing Law. This Agreement is governed by and construed and enforced in accordance with the laws of the State of New York applicable to contracts made and to be performed in such State.

This Agreement may be executed in several counterparts, and by each Party on separate counterparts, each of which and any photocopies, facsimile copies and other electronic methods of transmission thereof shall be deemed an original, but all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

PQ BYPASS, INC.


By: 
Name: Cindy Pinto
Title: Chief Financial Officer

Agreed and Accepted
As of the Date First Written Above:

**DEERFIELD PRIVATE DESIGN FUND
IV, L.P.**
as Agent

By: Deerfield Mgmt IV, L.P., General Partner

By: J.E. Flynn Capital IV, LLC, General
Partner

By:  _____
Name: David J. Clark
Title: Authorized Signatory

SCHEDULE A

Description/Title	Application No.	Application Date	Patent No.	Registration Date	Owner/ Applicant
METHODS AND SYSTEMS FOR BYPASSING OCCLUSIONS IN A FEMORAL ARTERY	16292030	3/4/19	N/A	N/A	Richard R. Heuser, James D. Joye, Kumar Ganesan Jambunathan, Eugene E. Reis, Richard A. Lott
SYSTEMS AND METHODS FOR DELIVERING STENT GRAFTS	17381556	7/21/2021	N.A	N/A	PQ BYPASS, INC.
Systems and methods for delivering stent grafts	16357941	3/19/19	11090177	8/17/2021	PQ BYPASS, INC.
Systems and methods for delivering stent grafts	15723933	10/3/17	10278851	5/7/19	PQ BYPASS, INC.
Methods and systems for bypassing occlusions in a femoral artery	15001086	1/19/16	10265206	4/23/19	Richard R. Heuser, James D. Joye, Kumar Ganesan Jambunathan, Eugene E. Reis, Richard A. Lotti
Differential dilation stent and method of use	15053758	2/25/16	10182902	1/22/19	PQ BYPASS, INC.
Differential dilation stent and method of use	13422594	3/16/12	9301830	4/5/16	PQ BYPASS, INC.
Methods and systems for bypassing occlusions in a femoral artery	13868804	4/23/13	9259340	2/16/16	PQ BYPASS, INC.

Description/Title	Application No.	Application Date	Patent No.	Registration Date	Owner/ Applicant
Catheter system for connecting adjacent blood vessels	11735382	4/13/07	8062321	11/22/11	PQ BYPASS, INC.
Catheter guidewire system using concentric wires	10927340	8/25/04	7402141	7/22/08	PQ BYPASS, INC.
Catheter system for connecting adjacent blood vessels	11340324	1/25/06	7374567	5.20/08	PQ BYPASS, INC.
Stent with covering and differential dilation	10687783	10/17/03	7300459	11/27/07	PQ BYPASS, INC.
Stent system	10177816	6/21/02	6858038	2/22/05	PQ BYPASS, INC.

Patent Security Agreement

156738922_333285-00306

RECORDED: 03/30/2023

PATENT
REEL: 063159 FRAME: 0578