

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT7999626

|                                   |   |                       |
|-----------------------------------|---|-----------------------|
| <b>SUBMISSION TYPE:</b>           | NEW ASSIGNMENT                                |                       |
| <b>NATURE OF CONVEYANCE:</b>      | SECURITY INTEREST                             |                       |
| <b>CONVEYING PARTY DATA</b>       |   |                       |
| <b>Name</b>                       |   | <b>Execution Date</b> |
| ACCELERATE DIAGNOSTICS, INC.      |   | 06/09/2023            |
| <b>RECEIVING PARTY DATA</b>       |   |                       |
| <b>Name:</b>                      | U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION |                       |
| <b>Street Address:</b>            | 2222 E. CAMELBACK ROAD, SUITE 110             |                       |
| <b>City:</b>                      | PHOENIX                                       |                       |
| <b>State/Country:</b>             | ARIZONA                                       |                       |
| <b>Postal Code:</b>               | 85016   |                       |
| <b>PROPERTY NUMBERS Total: 30</b> |   |                       |
| <b>Property Type</b>              | <b>Number</b>                                 |                       |
| Patent Number:                    | 7687239                                       |                       |
| Patent Number:                    | 7629029                                       |                       |
| Patent Number:                    | 7341841                                       |                       |
| Patent Number:                    | 8071319                                       |                       |
| Patent Number:                    | 8460887                                       |                       |
| Patent Number:                    | 8895255                                       |                       |
| Patent Number:                    | 9657327                                       |                       |
| Patent Number:                    | 9434937                                       |                       |
| Patent Number:                    | 9677109                                       |                       |
| Patent Number:                    | 9841422                                       |                       |
| Patent Number:                    | 9714420                                       |                       |
| Patent Number:                    | 10023895                                      |                       |
| Patent Number:                    | 10202597                                      |                       |
| Patent Number:                    | 10253355                                      |                       |
| Patent Number:                    | 11603550                                      |                       |
| Patent Number:                    | 10254204                                      |                       |
| Patent Number:                    | 11054420                                      |                       |
| Patent Number:                    | 10273521                                      |                       |
| Patent Number:                    | 10669566                                      |                       |
| Patent Number:                    | 11079719                                      |                       |

| Property Type       | Number   |
|---------------------|----------|
| Patent Number:      | 10619180 |
| Patent Number:      | 11085064 |
| Patent Number:      | D773684  |
| Patent Number:      | D773685  |
| Patent Number:      | D799056  |
| Application Number: | 17318641 |
| Application Number: | 17353943 |
| Application Number: | 17364755 |
| Application Number: | 17474005 |
| Application Number: | 16908516 |

#### CORRESPONDENCE DATA

**Fax Number:** (949)475-4754

*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:** 949-451-3800

**Email:** skann@gibsondunn.com

**Correspondent Name:** STEPHANIE KANN

**Address Line 1:** 3161 MICHELSON DRIVE

**Address Line 2:** GIBSON, DUNN & CRUTCHER LLP

**Address Line 4:** IRVINE, CALIFORNIA 92612

**ATTORNEY DOCKET NUMBER:** 06719-00001

**NAME OF SUBMITTER:** STEPHANIE KANN

**SIGNATURE:** /stephanie kann/

**DATE SIGNED:** 06/09/2023

#### Total Attachments: 6

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## PATENT SECURITY AGREEMENT

This Patent Security Agreement, dated as of June 9, 2023 (this “**Patent Security Agreement**”), by and among the signatory hereto indicated as a “**Pledgor**” (the “**Pledgor**”) in favor of U.S. Bank Trust Company, National Association solely in its capacity as collateral agent for the Secured Parties (in such capacity, together with any successor thereof, the “**Collateral Agent**”) pursuant to that certain Indenture, dated as of June 9, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Indenture**”), by and among Accelerate Diagnostics, Inc., a Delaware corporation (“**Issuer**”), the Pledgor and each of the other guarantors listed on the signature pages thereto, and U.S. Bank Trust Company, National Association, as trustee and as collateral agent.

### W I T N E S S E T H:

WHEREAS, the Pledgor is party to that certain Security Agreement dated as of June 9, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Collateral Agent pursuant to which the Pledgor pledged and granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in the Patent Collateral (as defined below); and

WHEREAS, pursuant to the Security Agreement, the Pledgor is required to execute and deliver this Patent Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the ratable benefit of the Secured Parties, to enter into the Indenture, the Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Capitalized terms used but not defined herein shall have the meanings given or given by reference to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Patent Collateral. The Pledgor hereby pledges and grants to the Collateral Agent for the ratable benefit of the Secured Parties a Lien on and security interest in and to all of the right, title and interest of the Pledgor in, to and under all following Pledged Collateral of the Pledgor, in each case excluding Excluded Assets, whether now existing or hereafter arising or acquired from time to time (collectively, the “**Patent Collateral**”); all patents and patent applications (whether issued or applied for), including the United States patents and patent applications, listed on Schedule 1 attached hereto, together with any and all (i) rights and privileges arising under applicable law with respect to the use of any of the foregoing, (ii) inventions and improvements described and claimed therein, (iii) reissues, substitutes, reexaminations, divisions, renewals, extensions, continuations and continuations-in-part thereof and amendments thereto, (iv) rights to proceeds, income, fees, royalties, damages and payments now or hereafter due and/or payable thereunder and with respect thereto including damages, claims and payments for past, present or future infringements or other violations thereof, (v) rights to sue or otherwise recover for past, present or future infringements or other violations thereof and (vi) rights corresponding thereto throughout the world.

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 Collateral Agent pursuant to the Security Agreement, and the Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral 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. In the event that any provision of this Patent Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Counterparts. This Patent Security Agreement may be executed in any number of counterparts, each of which shall be an original, but such counterparts shall together constitute but one and the same instrument. The exchange of copies of this Patent Security Agreement and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this Patent Security Agreement as to the parties hereto and may be used in lieu of the original Patent Security Agreement for all purposes. Signatures of the parties hereto transmitted by facsimile or PDF shall be deemed to be their original signatures for all purposes.

SECTION 5. Governing Law. The terms of Sections 19.04 and 19.13 of the Indenture with respect to governing law, consent of jurisdiction, service of process, venue and waiver of jury trial are incorporated herein by reference, *mutatis mutandis*, and the parties hereto agree to such terms.

SECTION 6. Concerning the Collateral Agent. U.S. Bank Trust Company, National Association is entering this Patent Security Agreement not in its individual or corporate capacity, but solely in its capacity as Collateral Agent under the Indenture. In acting hereunder, the Collateral Agent shall be entitled to all of the rights, privileges, immunities and indemnities of the Collateral Agent set forth in the Indenture, including without limitation in Articles 7 or 17 thereof, as if such rights, privileges, immunities and indemnities were expressly set forth herein.

[Signature Page Follows]

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

**ACCELERATE DIAGNOSTICS, INC.,**

as Pledgor

By: 

Name:

Title:

JACK PHILLIPS  
CEO

*Signature Page to Patent Security Agreement*

Accepted and Agreed:

**U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,**  
solely in its capacity as Collateral Agent

By: \_\_\_\_\_

Name:

Title:

Mary Ambriz-Reyes  
Vice President

*Signature Page to Patent Security Agreement*

SCHEDULE 1  
to  
PATENT SECURITY AGREEMENT

UNITED STATES PATENTS AND PATENT APPLICATIONS

United States Patents:

| <u>OWNER</u>                 | <u>TITLE</u>  | <u>PATENT NUMBER /<br/>ISSUE DATE</u> |
|------------------------------|---|---------------------------------------|
| Accelerate Diagnostics, Inc. | Sensitive and rapid determination of antimicrobial susceptibility.  | 7687239<br>03/30/2010                 |
| Accelerate Diagnostics, Inc. | Functional surface coating.   | 7629029<br>12/08/2009                 |
| Accelerate Diagnostics, Inc. | Rapid microbial detection and antimicrobial susceptibility testing.   | 7341841<br>03/11/2008                 |
| Accelerate Diagnostics, Inc. | Rapid microbial detection and antimicrobial susceptibility testing.   | 8071319<br>12/06/2011                 |
| Accelerate Diagnostics, Inc. | Sensitive and rapid determination of antimicrobial susceptibility.  | 8460887<br>06/11/2013                 |
| Accelerate Diagnostics, Inc. | Sensitive and rapid determination of antimicrobial susceptibility.  | 8895255<br>11/25/2014                 |
| Accelerate Diagnostics, Inc. | Rapid microbial detection and antimicrobial susceptibility testing.   | 9657327<br>05/23/2017                 |
| Accelerate Diagnostics, Inc. | Rapid cell purification systems.  | 9434937<br>09/06/2016                 |
| Accelerate Diagnostics, Inc. | Rapid determination of microbial growth and antimicrobial susceptibility.                                     | 9677109<br>06/13/2017                 |
| Accelerate Diagnostics, Inc. | Sensitive and rapid determination of antimicrobial susceptibility.  | 9841422<br>12/12/2017                 |
| Accelerate Diagnostics, Inc. | Rapid cell purification systems.  | 9714420<br>07/25/2017                 |
| Accelerate Diagnostics, Inc. | Instrument and system for rapid microorganism identification and anti-microbial agent susceptibility testing. | 10023895<br>07/17/2018                |
| Accelerate Diagnostics, Inc. | Rapid cell purification systems.  | 10202597<br>02/12/2019                |
| Accelerate Diagnostics, Inc. | Instrument and system for rapid microorganism identification and anti-microbial agent susceptibility testing. | 10253355<br>04/09/2019                |
| Accelerate Diagnostics, Inc. | Rapid determination of microbial growth and antimicrobial susceptibility.                                     | 11603550<br>03/14/2023                |
| Accelerate Diagnostics, Inc. | Membrane-assisted purification.   | 10254204<br>04/09/2019                |
| Accelerate Diagnostics, Inc. | Sensitive and rapid determination of antimicrobial susceptibility.  | 11054420<br>07/06/2021                |
| Accelerate Diagnostics, Inc. | Instrument and system for rapid microorganism identification and antimicrobial agent susceptibility testing.  | 10273521<br>04/30/2019                |

|                              |   |                        |
|------------------------------|---|------------------------|
| Accelerate Diagnostics, Inc. | Instrument and system for rapid microorganism identification and antimicrobial agent susceptibility testing.  | 10669566<br>06/02/2020 |
| Accelerate Diagnostics, Inc. | Lens-free holographic optical system for high sensitivity label-free microbial growth detection and quantification for screening, identification, and susceptibility testing. | 11079719<br>08/03/2021 |
| Accelerate Diagnostics, Inc. | Instrument and system for rapid microorganism identification and antimicrobial agent susceptibility testing.  | 10619180<br>04/14/2020 |
| Accelerate Diagnostics, Inc. | Instrument and system for rapid microorganism identification and antimicrobial agent susceptibility testing.  | 11085064<br>08/10/2021 |
| Accelerate Diagnostics, Inc. | Cassette.   | D773684<br>12/06/2016  |
| Accelerate Diagnostics, Inc. | Cartridge.  | D773685<br>12/06/2016  |
| Accelerate Diagnostics, Inc. | Cartridge.  | D799056<br>10/03/2017  |

United States Patent Applications:

| <u>OWNER</u>                              | <u>TITLE</u>  | <u>APPLICATION NUMBER / APPLICATION DATE</u> |
|---|---|--|
| Accelerate Diagnostics, Inc.              | Sensitive and rapid determination of antimicrobial susceptibility.  | 17318641<br>05/12/2021                       |
| Accelerate Diagnostics, Inc.              | Lens-free holographic optical system for high sensitivity label-free microbial growth detection and quantification for screening, identification, and susceptibility testing. | 17353943<br>06/22/2021                       |
| Accelerate Diagnostics, Inc.              | Instrument and system for rapid microorganism identification and antimicrobial agent susceptibility testing.  | 17364755<br>06/30/2021                       |
| Accelerate Diagnostics, Inc.              | Lens-free holographic optical system for high sensitivity label-free microbial growth detection and quantification for screening, identification, and susceptibility testing. | 17474005<br>09/13/2021                       |
| Accelerate Diagnostics, Inc. <sup>1</sup> | Instrument and methods for automated sample preparation for microorganism identification and differentiation.   | 16908516<br>06/22/2020                       |

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<sup>1</sup> **Note to Draft:** Patent Application No. 16908516 does not have inventor assignments filed with the USPTO for the following inventors: (i) Ashby, Austin; (ii) Harrison, Josh; (iii) Marshall, Kevin; (iv) Metzger, Steven W.; (v) Molina, Erik; (vi) Roberson, Jamie; and (vii) Showalter, Wayne. However, Accelerate Diagnostics, Inc. is the Applicant for the patent application.