

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT8044920

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
BIOREFERENCE HEALTH, LLC	06/29/2023
RECEIVING PARTY DATA	
Name:	JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT
Street Address:	3424 PEACHTREE ROAD NE, SUITE 2100
City:	ATLANTA
State/Country:	GEORGIA
Postal Code:	30326
PROPERTY NUMBERS Total: 10	
Property Type	Number
Patent Number:	D967149
Patent Number:	D967146
Patent Number:	D967147
Patent Number:	D953371
Patent Number:	D969155
Patent Number:	D982604
Application Number:	17590517
Application Number:	17746653
Application Number:	17962246
Application Number:	18146278
CORRESPONDENCE DATA	
Fax Number:	(202)626-1700
<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:	2028795467
Email:	kmhutchison@jonesday.com
Correspondent Name:	JONES DAY
Address Line 1:	51 LOUISIANA AVENUE, NW
Address Line 4:	WASHINGTON, D.C. 20001
ATTORNEY DOCKET NUMBER:	080461-665012

NAME OF SUBMITTER:	MICHAEL P. ATKINS
SIGNATURE:	/Michael P Atkins/
DATE SIGNED:	07/07/2023
Total Attachments: 6 source=JPMC_BRLI_PatentSecurityAgreement2023#page1.tif source=JPMC_BRLI_PatentSecurityAgreement2023#page2.tif source=JPMC_BRLI_PatentSecurityAgreement2023#page3.tif source=JPMC_BRLI_PatentSecurityAgreement2023#page4.tif source=JPMC_BRLI_PatentSecurityAgreement2023#page5.tif source=JPMC_BRLI_PatentSecurityAgreement2023#page6.tif	

PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of June 29, 2023 (this “Patent Security Agreement”), is made by BIOREFERENCE HEALTH, LLC, a Delaware limited liability company and successor to BIO-REFERENCE LABORATORIES, INC., a New Jersey corporation (the “Grantor”), in favor of JPMORGAN CHASE BANK, N.A., as administrative agent (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”) for the Secured Parties (as defined in the Credit Agreement).

WHEREAS, Grantor and certain of its Subsidiaries (collectively, the “Borrowers”), the other Loan Parties party thereto, the Lenders Party thereto, and the Administrative Agent have entered into that certain Amended and Restated Credit Agreement, dated as of August 30, 2021 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “Credit Agreement”); and

WHEREAS, in connection with the Credit Agreement, the Borrowers and the other Loan Parties have entered into that certain Amended and Restated Pledge and Security Agreement, dated as of August 30, 2021 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “Security Agreement”), in favor of the Administrative Agent for the benefit of the Secured Parties; and

WHEREAS, the Security Agreement requires the Grantor to execute and deliver this Patent Security Agreement.

NOW, THEREFORE, in consideration of the premises and in order to ensure compliance with the Credit Agreement, the Grantor hereby agrees as follows:

Section 1 **Defined Terms**. Capitalized terms used herein without definition are used as defined in the Security Agreement.

Section 2 **Grant of Security Interest in Patent Collateral**. The 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 (as defined in the Credit Agreement), hereby pledges and grants to the Administrative Agent for the ratable benefit of the Secured Parties, a security interest in, the Patent registrations and applications for the registration of Patents set forth on Schedule I hereto (the “Patent Collateral”).

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 Administrative Agent pursuant to the Security Agreement, and the Grantor hereby acknowledges and agrees that the rights and remedies of the 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, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict or inconsistency between this Patent Security Agreement and the Security Agreement (or any portion hereof or thereof), the terms of the Security Agreement shall prevail.

Section 4 **Termination.** This Patent Security Agreement shall terminate and the Lien on and security interest in the Patent Collateral shall be released upon the payment and performance of the Secured Obligations and the termination of all commitments to extend credit in connection therewith. Upon the termination of this Patent Security Agreement, the Administrative Agent shall, at the sole cost and expense of the Loan Parties, execute all documents, make all filings, take all other actions reasonably requested by the Grantor to evidence and record the release of the Lien on and security interests in the Patent Collateral granted herein.

Section 5 **Counterparts.** This Patent Security Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any of the parties hereto may execute this Patent Security Agreement by signing any such counterpart. Delivery of an executed counterpart to this Patent Security Agreement by facsimile transmission or by electronic mail in pdf format shall be as effective as delivery of a manually executed counterpart hereof.


Section 6 **Governing Law.** THIS PATENT SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

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.

BIOREFERENCE HEALTH, LLC

By:  _____

Name: Michael Schmid
Title: Senior Vice President and Chief
Financial Officer

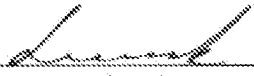
Approved for Signature
OPKO Legal Department
By:  _____
Date: June 28, 2023

[BRLI – Patent Security Agreement]

Acknowledged and Agreed to as of the date hereof:

ADMINISTRATIVE AGENT:

JPMORGAN CHASE BANK, N.A.

By: 
Name: Sebastian Leszczuk
Title: Authorized Signatory

SCHEDULE I

Patents

I. REGISTERED AND ISSUED PATENTS

Grantor	Title	Patent No.	Issue Date
BioReference Health, LLC	DISPLAY SCREEN OR PORTION THEREOF WITH GRAPHICAL USER INTERFACE	US D967,149 S	October 18, 2022
BioReference Health, LLC	DISPLAY SCREEN OR PORTION THEREOF WITH GRAPHICAL USER INTERFACE	US D967,146 S	October 18, 2022
BioReference Health, LLC	DISPLAY SCREEN OR PORTION THEREOF WITH ANIMATED GRAPHICAL USER INTERFACE	US D967,147 S	October 18, 2022
BioReference Health, LLC	DISPLAY SCREEN OR PORTION THEREOF WITH ANIMATED GRAPHICAL USER INTERFACE	US D953,371 S	May 31, 2022
BioReference Health, LLC	DISPLAY SCREEN OR PORTION THEREOF WITH GRAPHICAL USER INTERFACE	US D969,155 S	November 8, 2022
BioReference Health, LLC	DISPLAY SCREEN OR PORTION THEREOF WITH GRAPHICAL USER INTERFACE	US D982,604 S	April 4, 2023

II. PATENT APPLICATIONS

Grantor	Title	Application No.	Filing Date
BioReference Health, LLC	Linkage of a Point of Care (POC) Testing Media and Test Result Form Using Image Analysis	PCT/US2022/04732	February 1, 2022
BioReference Health, LLC	LINKAGE OF A POINT OF CARE (POC) TESTING	17/590,517	February 1, 2022

	MEDIA AND A TEST RESULT FORM USING IMAGE ANALYSIS		
BioReference Health, LLC	LINKAGE OF A POINT OF CARE (POC) TESTING MEDIA AND A TEST RESULT FORM USING IMAGE ANALYSIS	PCT/US22/14743	February 1, 2022
BioReference Health, LLC	Adaptive Specimen Collection, Order Processing	Non-Provisional Utility Patent Application No. 17746653	May 17, 2022
BioReference Health, LLC	Adaptive Specimen Collection, Order Processing	Non-Provisional Utility Patent Application No. 17962246	October 7, 2022
BioReference Health, LLC	Adaptive Specimen Collection, Order Processing	Non-Provisional Utility Patent Application No. 18146278	December 23, 2022

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