

PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT8097597

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
ACUTUS MEDICAL, INC.	08/04/2023
RECEIVING PARTY DATA	
Name:	WILMINGTON TRUST, NATIONAL ASSOCIATION, AS ADMINISTRATIVE AGENT
Street Address:	50 SOUTH SIXTH STREET
Internal Address:	SUITE 1290
City:	MINNEAPOLIS
State/Country:	MINNESOTA
Postal Code:	55402
PROPERTY NUMBERS Total: 7	
Property Type	Number
Application Number:	17887779
Application Number:	17735285
Application Number:	17673995
Application Number:	17777104
Application Number:	17578522
Application Number:	17613249
Application Number:	17601661
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:	333285.00267
NAME OF SUBMITTER:	JOANNE BL ARNOLD

SIGNATURE:	/Joanne BL Arnold/
DATE SIGNED:	08/04/2023
	This document serves as an Oath/Declaration (37 CFR 1.63).
Total Attachments: 4 source=Acutus - Patent Security Agreement (Executed)#page1.tif source=Acutus - Patent Security Agreement (Executed)#page2.tif source=Acutus - Patent Security Agreement (Executed)#page3.tif source=Acutus - Patent Security Agreement (Executed)#page4.tif	

PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT, dated as of August 4, 2023 (this "Agreement"), is made by ACUTUS MEDICAL, INC., a Delaware corporation (the "Grantor"), in favor of WILMINGTON TRUST, NATIONAL ASSOCIATION, as Administrative Agent (in such capacity, the "Administrative Agent") for the Secured Parties.

W I T N E S S E T H :

WHEREAS, pursuant to the Amended and Restated Credit Agreement, dated as of June 30, 2022 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and between the Borrower, the Lenders (as defined therein) and the Administrative Agent, the Lenders have extended Commitments to make Loans to the Borrower;

WHEREAS, in connection with the Credit Agreement, the Grantor and its Affiliates have executed and delivered a Pledge and Security Agreement in favor of the Administrative Agent, for the benefit of the Secured Parties, dated as of May 20, 2019 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Credit Agreement and pursuant to clause (e) of Section 4.5 of the Security Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in all of the Patent Collateral (as defined below) to secure all of the Obligations; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees, for the benefit of the Administrative Agent, as follows:

Section 1 Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided (or incorporated by reference) in the Security Agreement.

Section 2 Grant of Security Interest. The Grantor hereby grants to the Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in all of the Grantor's right, title and interest in and to the following property, whether now or hereafter existing or acquired by the Grantor (the "Patent Collateral"):

- (a) all of its letters patent and applications for letters patent throughout the world, including each patent and patent application referred to in Item A of Schedule I attached hereto;
- (b) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the items described in clause (a);

(c) all patent licenses and other agreements providing the Grantor with the right to use any items of the type referred to in clauses (a) and (b) above, including each exclusive patent license referred to in Item B of Schedule I attached hereto; and

(d) all Proceeds of, and rights associated with, the foregoing (including licenses, royalties income, payments, claims, damages and Proceeds of infringement suits) and the right to sue third parties for past, present or future infringements of any patent or patent application and for breach or enforcement of any patent license.

Section 3 Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Administrative Agent in the Patent Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted in furtherance of, and not in limitation of, the security interest granted to the Administrative Agent for the benefit of the Secured Parties under the Security Agreement. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

Section 4 Release of Liens. Upon (a) the Disposition of Patent Collateral in accordance with the Credit Agreement or (b) the occurrence of the Termination Date, the security interests granted herein shall automatically terminate with respect to (i) such Patent Collateral (in the case of clause (a)) or (ii) all Patent Collateral (in the case of clause (b)). Upon any such Disposition or termination, the Administrative Agent will, at the Grantor's sole expense, deliver to the Grantor, without any representations, warranties or recourse of any kind whatsoever, all Patent Collateral held by the Administrative Agent hereunder, and execute and deliver to the Grantor such documents as the Grantor shall reasonably request to evidence such termination.

Section 5 Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Patent Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.


Section 6 Loan Document. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof, including Article X thereof.

Section 7 Effectiveness. This Agreement shall become effective when a counterpart hereof executed by the Grantor, shall have been received by the Administrative Agent. Delivery of an executed counterpart of a signature page to this Agreement by email (in "pdf," "tiff" or similar format) or telecopy shall be effective as delivery of a manually executed counterpart of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the Grantor hereto has caused this Agreement to be duly executed and delivered by its Authorized Officer as of the date first above written.

ACUTUS MEDICAL, INC.

By:  _____
Name: David Roman
Title: Chief Executive Officer

SCHEDULE I
to Patent Security Agreement

Item A. Patents

Pending Patent Applications

Description	Application No.	Application Date	Patent No.	Registration Date	Owner/ Applicant
EXPANDABLE CATHETER ASSEMBLY WITH FLEXIBLE PRINTED CIRCUIT BOARD (PCB) ELECTRICAL PATHWAYS	17887779	8/15/2022	N/A	N/A	Acutus Medical, Inc.
ULTRASOUND SEQUENCING SYSTEM AND METHOD	17735285	5/3/2022	N/A	N/A	Acutus Medical, Inc.
DEVICE AND METHOD FOR THE GEOMETRIC DETERMINATION OF ELECTRICAL DIPOLE DENSITIES ON THE CARDIAC WALL	17673995	2/17/2022	N/A	N/A	Acutus Medical, Inc.
TISSUE TREATMENT SYSTEMS, DEVICES, AND METHODS	17777104	5/16/2022	N/A	N/A	Acutus Medical, Inc.
CARDIAC ANALYSIS USER INTERFACE SYSTEM AND METHOD	17578522	1/19/2022	N/A	N/A	Acutus Medical, Inc.
SYSTEMS AND METHODS FOR PERFORMING LOCALIZATION WITHIN A BODY	17613249	11/22/2021	N/A	N/A	Acutus Medical, Inc.
SYSTEM FOR CREATING A COMPOSITE MAP	17601661	10/5/2021	N/A	N/A	Acutus Medical, Inc.