

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT8144082

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	TECHNICAL PROSPECTS, LLC	08/31/2023
RECEIVING PARTY DATA		
Name:	APOGEM CAPITAL LLC, AS AGENT	
Street Address:	227 WEST MONROE STREET, SUITE 5400	
City:	CHICAGO	
State/Country:	ILLINOIS	
Postal Code:	60606	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	15942424
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>		
Email:	sharon.elkin@katten.com	
Correspondent Name:	SHARON ELKIN C/O KATTEN MUCHIN ROSENMAN LLP	
Address Line 1:	525 W. MONROE STREET	
Address Line 4:	CHICAGO, ILLINOIS 60661	
ATTORNEY DOCKET NUMBER:	214338-00622	
NAME OF SUBMITTER:	SHARON ELKIN	
SIGNATURE:	/Sharon Elkin/	
DATE SIGNED:	08/31/2023	
Total Attachments: 5		
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PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT (this “**Agreement**”) is made as of August 31, 2023, by TECHNICAL PROSPECTS, LLC, a Wisconsin limited liability company (“**Grantor**”), in favor of APOGEM CAPITAL LLC (as successor by appointment to Madison Capital Funding LLC), in its capacity as Agent for the Lenders (as defined in the Credit Agreement referenced below) (in such capacity, “**Grantee**”):

W I T N E S S E T H

WHEREAS, DirectMed Parts & Service Acquisition, LLC, a Delaware limited liability company (“DirectMed Acquisition”), DirectMed Parts & Service, LLC, a Delaware limited liability company (“DirectMed”; DirectMed and DirectMed Acquisition each individually a “Borrower” and collectively as the “Borrowers”), the financial institutions party thereto from time to time, as Lenders, and Grantee have entered into that certain Credit Agreement dated as of June 30, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), pursuant to which Grantee and Lenders have agreed, subject to the terms and conditions thereof, to make certain loans to, and other credit accommodations in favor of, Borrowers (collectively, the “**Loans**”). Capitalized terms used herein but not otherwise defined shall have the meanings ascribed thereto in the Credit Agreement or the Guarantee and Collateral Agreement (as defined below), as applicable.

WHEREAS, pursuant to the terms of that certain Guarantee and Collateral Agreement dated as of June 30, 2021 among Grantee, Grantor and the other Loan Parties (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Guarantee and Collateral Agreement**”), Grantor has granted to Grantee, for its benefit and the benefit of Lenders, a security interest and lien upon substantially all assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Patents (as defined in the Guarantee and Collateral Agreement including registrations and applications therefor), and all products and proceeds thereof, to secure the payment of all amounts owing by Borrowers under the Credit Agreement.

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 agrees as follows:

1. Guarantee and Collateral Agreement Controls. If there is a conflict between the Guarantee and Collateral Agreement and this Agreement, the terms of the Guarantee and Collateral Agreement shall control.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Guarantee and Collateral Agreement of, a continuing security interest in Grantor’s entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the “**Patent Collateral**”), whether now owned or existing or hereafter created, acquired or arising:

(a) all of its patents, patent applications and rights in and to patent licenses with respect to patents to which it is a party including those patents referred to on Schedule A hereto; and

(b) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future (i) infringement of any patent or any

patent licensed under any patent license, or (ii) right to receive license fees, royalties, and other compensation under any patent license.

3. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.


4. Recordation. The Grantor authorizes and requests that the Commissioner of Patents and Trademarks record this Patent Security Agreement.

5. Counterparts. This Patent Security Agreement may be executed in any number of counterparts and by different parties hereto on separate counterpart signature pages, each constituting an original, but all together one and the same instrument. Delivery of an executed counterpart of a signature page of this Patent Security Agreement by telecopier or other electronic transmission (PDF or TIFF format) shall be effective as delivery of a manually executed counterpart of this Patent Security Agreement.

Remainder of Page Intentionally Left Blank; Signature Page Follows

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

TECHNICAL PROSPECTS, LLC

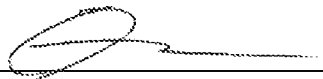
By: 
Name: Bradley W. de Koning
Title: Chief Executive Officer

Patent Security Agreement

PATENT
REEL: 064765 FRAME: 0423

Agreed and Accepted
As of the Date First Written Above:

APOGEM CAPITAL LLC,
as Agent

By: 
Name: Curtis Krumreich
Title: Director

Schedule A

Patent Registrations:

Patent	Application No.	Application Date	Patent No.	Issue Date
System and Method for Predictive Maintenance of Medical Diagnostic Machine Components	15942424	3/30/18	10720236	7/21/20