

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT8145587

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
HEMASOURCE, INC.	08/31/2023
RECEIVING PARTY DATA	
Name:	NXT CAPITAL, LLC, AS COLLATERAL AGENT
Street Address:	191 NORTH WACKER DRIVE, 30TH FLOOR
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60606
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	15869893
Application Number:	13414415
CORRESPONDENCE DATA	
Fax Number:	(312)902-1061
<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:	312-577-8438
Email:	raquel.haleem@katten.com
Correspondent Name:	RAQUEL HALEEM C/O KATTEN MUCHIN ROSENMAN
Address Line 1:	525 WEST MONROE STREET
Address Line 4:	CHICAGO, ILLINOIS 60661
ATTORNEY DOCKET NUMBER:	342663-00193
NAME OF SUBMITTER:	RAQUEL HALEEM
SIGNATURE:	/Raquel Haleem/
DATE SIGNED:	09/01/2023
Total Attachments: 6	
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*IP Security Agreement*”) dated August 31, 2023, is made by HemaSource, Inc., a Utah corporation (the “*Grantor*”) in favor of NXT Capital, LLC (“*NXT*”), as collateral agent (in such capacity, the “*Collateral Agent*”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, REP HS Acquisition Corp., a Delaware corporation (“*HS Acquisition*”), HemaSource Intermediate Inc., a Delaware corporation (“*Intermediate Holdco*”), HemaSource, Inc., a Utah corporation (“*HemaSource*”), HemaSource East, LLC, a Tennessee limited liability company (“*HemaSource East*”, and together with HS Acquisition, Intermediate Holdco, and HemaSource, collectively the “*Borrowers*” and each individually, a “*Borrower*”), REP HS Parent, LLC, a Delaware limited liability company (“*Holdings*”), each lender from time to time party thereto (collectively, the “*Lenders*” and individually, a “*Lender*”), and NXT, as administrative agent for the Lenders and as Collateral Agent, entered into that certain Senior Secured Credit Agreement, dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”). Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement or, if not defined therein, as defined in the Security Agreement referred to below.

WHEREAS, as a condition precedent to the making of Loans by the Lenders and the issuance of Letters of Credit by the L/C Issuers under the Credit Agreement, the entry into Bank Product Agreements by the Bank Product Providers from time to time and the entry into Secured Hedge Agreements by the Hedge Banks from time to time, the Grantor and each other Loan Party party thereto have executed and delivered that certain Security Agreement, dated as of the date hereof, to the Collateral Agent for benefit of the Secured Parties (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”).

WHEREAS, under the terms of the Security Agreement, the Grantor and each other Loan Party have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office and/or the United States Copyright Office, as applicable.

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

SECTION 1. Grant of Security. The Grantor hereby grants to the Collateral Agent for the benefit of the Secured Parties a security interest in all of the Grantor’s right, title and interest in and to the following, in each case, except for any Excluded Property (the “*Collateral*”):

- (i) the patents and patent applications set forth in Schedule A hereto (the “*Patents*”);

(ii) the trademark and service mark registrations and applications set forth in Schedule B hereto, together with the goodwill symbolized thereby (the “*Trademarks*”);

(iii) the copyright registrations and applications set forth in Schedule C hereto (the “*Copyrights*”);

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by the Grantor under this IP Security Agreement secures the payment and performance of all Obligations.

SECTION 3. Recordation. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and/or the Commissioner for Trademarks, as applicable, and any other applicable government officer record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict or inconsistency between this IP Security Agreement and the Security Agreement, the Security Agreement shall control.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

HEMASOURCE, INC.

DocuSigned by:
By: *Julie Babcock*
Name: Julie Babcock
Title: Chief Financial Officer and
Secretary

Address for Notices:
485 South 5700 West, Suite 400
Salt Lake City, Utah 84104

[Signature Page to IP Security Agreement]

PATENT
REEL: 064772 FRAME: 0421

SCHEDULE A

United States Patents

Description	Application No.	Application Date	Patent No.	Registration Date	Owner/Applicant
METHOD AND SYSTEM FOR WEB-BASED INVENTORY CONTROL AND AUTOMATIC ORDER CALCULATOR	15/869,893	1/12/18	10740828	8/11/20	Hemasource, Inc.
Method And System For Web-based Inventory Control And Automatic Order Calculator	13/414415	3/07/12	9870584	1/16/18	HemaSource, Inc.

SCHEDULE B

United States Trademarks

1. REGISTERED TRADEMARKS

Mark	Application No.	Application Date	Registration No.	Registration Date	Status of Mark	Owner/Applicant
HEMASOURCE	85742593	01-OCT-2012	4338717	21-MAY-2013	Registered	Hemasource, Inc.

2. TRADEMARK APPLICATIONS

None.

SCHEDULE C

United States Copyrights

1. REGISTERED COPYRIGHTS

None.

2. COPYRIGHT APPLICATIONS

None.