

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT8155665

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
FRACTYL HEALTH, INC.	09/07/2023

RECEIVING PARTY DATA

Name:	SYMBIOTIC CAPITAL AGENCY LLC
Street Address:	2049 CENTURY PARK EAST, SUITE 1940
City:	LOS ANGELES
State/Country:	CALIFORNIA
Postal Code:	90067

PROPERTY NUMBERS Total: 54

Property Type	Number
Application Number:	13945138
Application Number:	14470503
Application Number:	14609334
Application Number:	14673565
Application Number:	14956710
Application Number:	15156585
Application Number:	14917243
Application Number:	15274764
Application Number:	15274809
Application Number:	15274948
Application Number:	15406572
Application Number:	15683713
Application Number:	15812969
Application Number:	15917480
Application Number:	16267771
Application Number:	16379554
Application Number:	16400491
Application Number:	16438362
Application Number:	16711236
Application Number:	16742645

PATENT

Property Type	Number
Application Number:	16798117
Application Number:	16900563
Application Number:	16905274
Application Number:	17021798
Application Number:	17095108
Application Number:	17096855
Application Number:	17110720
Application Number:	17181969
Application Number:	17189772
Application Number:	17192671
Application Number:	17214157
Application Number:	17222480
Application Number:	17384421
Application Number:	17490947
Application Number:	17494277
Application Number:	17516503
Application Number:	17568145
Application Number:	17721937
Application Number:	17859137
Application Number:	17863016
Application Number:	17868076
Application Number:	63423411
Application Number:	63458631
Application Number:	63460411
Application Number:	63508251
Application Number:	17864855
Application Number:	17879222
Application Number:	17942914
Application Number:	18062331
Application Number:	63344224
Application Number:	63385717
Application Number:	63499451
Application Number:	63499456
Application Number:	63506574

CORRESPONDENCE DATA

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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.

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NAME OF SUBMITTER: JENNIFER GU

SIGNATURE: /Jennifer Gu/

DATE SIGNED: 09/07/2023

Total Attachments: 10

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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT, dated as of September 7, 2023 (“*Patent Security Agreement*”), made by each of the signatories hereto (the “*Patent Grantors*”), is in favor of Symbiotic Capital Agency LLC, as administrative agent for the Secured Parties (in such capacity, together with its successors and assigns, the “*Administrative Agent*”).

W I T N E S S E T H:

WHEREAS, the Patent Grantors are party to a Security Agreement dated as of September 7, 2023 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the “*Security Agreement*”) in favor of the Administrative Agent, pursuant to which the Patent Grantors are required to execute and deliver this Patent Security Agreement (capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Security Agreement);

WHEREAS, pursuant to the terms of the Security Agreement, each Patent Grantor has created in favor of the Administrative Agent a security interest in, and the Administrative Agent has become a secured creditor with respect to, the Patent Collateral (as defined below);

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent and the Lender to enter into the Credit Agreement and to induce the Lender to make their respective extensions of credit to the Borrower thereunder, each Patent Grantor hereby grants to the Administrative Agent, for itself and on behalf of and for the ratable benefit of the other Secured Parties, a security interest in all of the following intellectual property now owned or at any time hereafter acquired by such Patent Grantor or in which such Patent Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “*Patent Collateral*”), as collateral security for the complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of all Secured Obligations:

- (a) all Patents of such Patent Grantor, including, without limitation, the registered and applied-for Patents of such Patent Grantor listed on **Schedule 1** attached hereto;
- (b) to the extent not covered by **clause (a)**, all income, royalties, or other payments now or hereafter due and payable with respect to any of the foregoing; and
- (c) to the extent not covered by **clause (a)**, all causes of action for past, present or future infringement of any such Patents.

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 Patent Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Patents made and granted hereby are more fully set forth in the Security Agreement. 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 govern.

Each Patent Grantor hereby authorizes and requests that the Commissioner of Patents record this Patent Security Agreement with the United States Patent and Trademark Office.

THIS PATENT SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS PATENT SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THAT WOULD RESULT IN THE APPLICATION OF THE LAWS OF ANY OTHER JURISDICTION; PROVIDED THAT SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW SHALL APPLY.

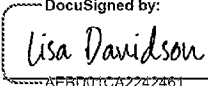
This Patent Security Agreement may be executed by one or more of the parties to this Patent Security Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Patent Security Agreement by facsimile transmission or electronic transmission (in PDF format) shall be effective as delivery of a manually executed counterpart hereof.

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IN WITNESS WHEREOF, each Patent Grantor has caused this PATENT SECURITY AGREEMENT to be executed and delivered by its duly authorized officer as of the date first above written.

GRANTORS:

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PATENTS

Patents and Patent Applications

Country	Title	Application No. Application Date	Publication/Patent No. Issue Date	Owner
United States	Devices And Methods For The Treatment Of Tissue	13945138 07/18/2013	10987149 04/27/2021	Fractyl Health, Inc.
United States	Heat Ablation Systems, Devices And Methods For The Treatment Of Tissue	14470503 08/27/2014	10349998 07/16/2019	Fractyl Health, Inc.
United States	Ablation Systems, Devices And Methods For The Treatment Of Tissue	14609334 01/29/2015	10973561 04/13/2021	Fractyl Health, Inc.
United States	Methods, Systems And Devices For Performing Multiple Treatments On A Patientp	14673565 03/30/2015	11246639 02/15/2022	Fractyl Health, Inc.
United States	Methods, Systems And Devices For Reducing The Luminal Surface Area Of The Gastrointestinal Tract	14956710 12/02/2015	10299857 05/28/2019	Fractyl Health, Inc.
United States	Systems, Devices And Methods For The Creation Of A Therapeutic Restriction In The Gastrointestinal Tract	15156585 05/17/2016	10232143 03/19/2019	Fractyl Health, Inc.
United States	Systems, Methods And Devices For Treatment Of Target Tissue	14917243 07/12/2016	(20160354144)	Fractyl Health, Inc.
United States	Systems, Devices And Methods For Performing Medical Procedures In The Intestine	15274764 09/23/2016	9757535 09/12/2017	Fractyl Health, Inc.

Country	Title	Application No. Application Date	Publication/Patent No. Issue Date	Owner
United States	Systems, Devices And Methods For Performing Medical Procedures In The Intestine	15274809 09/23/2016	<u>9844641</u> 12/19/2017	Fractyl Health, Inc.
United States	Injectate Delivery Devices, Systems And Methods	15274948 09/23/2016	<u>10765474</u> 09/08/2020	Fractyl Health, Inc.
United States	Methods And Systems For Treating Diabetes And Related Diseases And Disorders	15406572 01/13/2017	<u>10869718</u> 12/22/2020	Fractyl Health, Inc.
United States	Systems, Devices And Methods For Performing Medical Procedures In The Intestine	15683713 08/22/2017	<u>10610663</u> 04/07/2020	Fractyl Health, Inc.
United States	Systems, Devices And Methods For Performing Medical Procedures In The Intestine	15812969 11/14/2017	<u>11103674</u> 08/31/2021	Fractyl Health, Inc.
United States	Devices And Methods For The Treatment Of Tissue	15917480 03/09/2018	<u>10980590</u> 04/20/2021	Fractyl Health, Inc.
United States	Systems, Devices And Methods For The Creation Of A Therapeutic Restriction In The Gastrointestinal Tract	16267771 02/05/2019	<u>10864352</u> 12/15/2020	Fractyl Health, Inc.
United States	Methods, Systems And Devices For Reducing The Luminal Surface Area Of The Gastrointestinal Tract	16379554 04/09/2019	<u>11311333</u> 04/26/2022	Fractyl Health, Inc.
United States	Systems, Devices, and Methods for Performing Medical Procedures in the Intestine	16400491 05/01/2019	(20200060942)	Fractyl Health, Inc.

Schedule 1

Country	Title	Application No. Application Date	Publication/Patent No. Issue Date	Owner
United States	Heat Ablation Systems, Devices And Methods For The Treatment Of Tissue	16438362 06/11/2019	<u>11419659</u> 08/23/2022	Fractyl Health, Inc.
United States	Electrical Energy Ablation Systems, Devices And Methods For The Treatment Of Tissue	16711236 12/11/2019	<u>11439457</u> 09/13/2022	Fractyl Health, Inc.
United States	Intestinal Catheter Device And System	16742645 01/14/2020	(20200155217)	Fractyl Health, Inc.
United States	Systems, Devices And Methods For Performing Medical Procedures In The Intestine	16798117 02/21/2020	<u>11565078</u> 01/31/2023	Fractyl Health, Inc.
United States	Injectate Delivery Devices, Systems And Methods	16900563 06/12/2020	<u>10959774</u> 03/30/2021	Fractyl Health, Inc.
United States	Material Depositing System For Treating A Patient	16905274 06/18/2020	(20210137995)	Fractyl Health, Inc.
United States	Methods, Systems And Devices For Reducing The Luminal Surface Area Of The Gastrointestinal Tract	17021798 09/15/2020	(20200405388)	Fractyl Health, Inc.
United States	Systems, Devices And Methods For The Creation Of A Therapeutic Restriction In The Gastrointestinal Tract	17095108 11/11/2020	(20210299404)	Fractyl Health, Inc.
United States	Methods And Systems For Treating Diabetes And Related Diseases And Disorders	17096855 11/12/2020	(20210307816)	Fractyl Health, Inc.
United States	Injectate Delivery Devices, Systems And Methods	17110720 12/03/2020	<u>11166761</u> 11/09/2021	Fractyl Health, Inc.
United States	Methods And Systems For Treating Diabetes And Related Diseases And Disorders	17181969 02/22/2021	(20210196341)	Fractyl Health, Inc.

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Country	Title	Application No. Application Date	Publication/Patent No. Issue Date	Owner
United States	Methods And Systems For Treating Diabetes And Related Diseases And Disorders	17189772 03/02/2021	<u>1185367</u> 11/30/2021	Fractyl Health, Inc.
United States	Ablation Systems, Devices And Methods For The Treatment Of Tissue	17192671 03/04/2021	(20220022932)	Fractyl Health, Inc.
United States	Systems And Methods For Depositing Material In A Patient	17214157 03/26/2021	(20220071653)	Fractyl Health, Inc.
United States	Devices And Methods For The Treatment Of Tissue	17222480 04/05/2021	(20220054180)	Fractyl Health, Inc.
United States	Systems, Devices And Methods For Performing Medical Procedures In The Intestine	17384421 07/23/2021	(20220184339)	Fractyl Health, Inc.
United States	Systems, Devices, And Methods For Treating Metabolic Medical Conditions	17490947 09/30/2021	(20220265337)	Fractyl Health, Inc.
United States	Injectate Delivery Devices, Systems And Methods	17494277 10/05/2021	(20220304744)	Fractyl Health, Inc.
United States	Methods and Systems for Treating Diabetes and Related Diseases and Disorders	17516503 11/01/2021	(20220117658)	Fractyl Health, Inc.
United States	Methods, Systems and Devices for Performing Multiple Treatments on a Patient	17568145 01/04/2022	(20220330998)	Fractyl Health, Inc.
United States	Systems, Devices And Methods For Performing Medical Procedures In The Intestine	17721937 04/15/2022	(20230083639)	Fractyl Health, Inc.
United States	Tissue Treatment Devices, Systems, And Methods	17859137 07/07/2022	(20230165621)	Fractyl Health, Inc.

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Country	Title	Application No. Application Date	Publication/Patent No. Issue Date	Owner
United States	Automated Tissue Treatment Devices, Systems, And Methods	17863016 07/12/2022	(20230165648)	Fractyl Health, Inc.
United States	Tissue Expansion Devices, Systems And Methods	17868076 07/19/2022	(20220354571)	Fractyl Health, Inc.
United States	Gene Therapies For Metabolic Disorders	63/423411 7-Nov-22		Fractyl Health, Inc.
United States	Gene Therapies For Metabolic Disorders	63/458631 11-Apr-23		Fractyl Health, Inc.
United States	Gene Therapies For Metabolic Disorders	63/460411 19-Apr-23		Fractyl Health, Inc.
United States	Gene Therapies for Metabolic Disorders	63/508,251 6/14/23		Fractyl Health, Inc.
United States	Heat Ablation Systems, Devices and Methods for the Treatment of Tissue	17864855		Fractyl Health, Inc.
United States	Electrical Energy Ablation Systems, Devices and Methods for the Treatment of Tissue	17879222		Fractyl Health, Inc.
United States	Systems, Devices and Methods for Treating Diabetes	17942914		Fractyl Health, Inc.
United States	Tissue Treatment System with Fluid Delivery Console	18062331		Fractyl Health, Inc.
United States	Methods and Systems for Treating Mucosal Hyperplasia and other Medical Conditions of a Patient	63344224		Fractyl Health, Inc.
United States	Tissue Treatment Devices, Systems, and Methods	63385717		Fractyl Health, Inc.
United States	Gene Therapies For Metabolic Disorders	63423411 2022-11-07		Fractyl Health, Inc.
United States	Gene Therapies For Metabolic Disorders	63458631 2023-04-11		Fractyl Health, Inc.

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Country	Title	Application No. Application Date	Publication/Patent No. Issue Date	Owner
United States	Gene Therapies For Metabolic Disorders	63460411 2023-04-19		Fractyl Health, Inc.
United States	Methods and Systems for Treating One or More Metabolic Conditions of a Patient	63/499451 5/1/23		Fractyl Health, Inc.
United States	Systems, Methods, and Devices for Infusion of a Material into a Patient	63/499456 5/1/23		Fractyl Health, Inc.
United States	Tissue Treatment System	63/506,574 6/6/23		Fractyl Health, Inc.

Schedule 1

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RECORDED: 09/07/2023

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