

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT8246028

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
HAPTX, INC.	10/27/2023
RECEIVING PARTY DATA	
Name:	CRESCENT COVE CAPITAL II, LP
Street Address:	1700 MONTGOMERY STREET, SUITE 240
City:	SAN FRANCISCO
State/Country:	CALIFORNIA
Postal Code:	94111
PROPERTY NUMBERS Total: 15	
Property Type	Number
Application Number:	14981414
Application Number:	15372362
Application Number:	15591019
Application Number:	16235588
Application Number:	16245145
Application Number:	16807029
Application Number:	63104487
Application Number:	17345973
Application Number:	17497821
Application Number:	63395747
Application Number:	18154824
Application Number:	63464118
Application Number:	63467560
PCT Number:	US2023019494
PCT Number:	US2023021015
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:	202-739-3000

Email: patents@morganlewis.com, robert.goodell@morganlewis.com
Correspondent Name: MORGAN LEWIS & BOCKIUS LLP
Address Line 1: 1111 PENNSYLVANIA AVE., N.W.
Address Line 4: WASHINGTON, D.C. 20004

ATTORNEY DOCKET NUMBER: 115972-0030

NAME OF SUBMITTER: ROBERT J. GOODELL

SIGNATURE: /Robert J. Goodell/

DATE SIGNED: 10/27/2023

Total Attachments: 5

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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this “Patent Security Agreement”) is made this 27th day of October, 2023, by and among the Grantors listed on the signature pages hereof (collectively, jointly and severally, “Grantors” and each individually “Grantor”), and CRESCENT COVE CAPITAL II, LP, a Cayman Islands exempted limited partnership, in its capacity as collateral agent for the Noteholders (in such capacity, together with its successors and assigns in such capacity, “Agent”).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Senior Secured Promissory Note, dated as of October 27, 2023 (as amended, restated, supplemented, or otherwise modified from time to time, the “Promissory Note”), by and among HAPTX, INC., a Delaware corporation (the “Borrower”), the noteholders party thereto (each of such noteholders, together with its successors and assigns, is referred to hereinafter as a “Noteholder”), and Agent, the Noteholders have agreed to make certain financial accommodations to the Borrower pursuant to the terms and conditions thereof;

WHEREAS, the Noteholders are willing to make the financial accommodations to the Borrower as provided for in the Promissory Note and the other Loan Documents, but only upon the condition, among others, that the Grantors shall have executed and delivered to Agent, for the benefit of the Noteholders, that certain Guaranty and Security Agreement, dated as of October 27, 2023 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Guaranty and Security Agreement”); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Noteholders, this Patent Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **DEFINED TERMS**. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Promissory Note, and this Patent Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. **GRANT OF SECURITY INTEREST IN PATENT COLLATERAL**. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit of the Noteholders, to secure the Secured Obligations, a continuing security interest (referred to in this Patent Security Agreement as the “Security Interest”) in all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “Patent Collateral”):

(a) all of its Patents and Patent Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all divisionals, continuations, continuations-in-part, reissues, reexaminations, or extensions of the foregoing; and

(c) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement of any Patent or any Patent exclusively licensed under any Intellectual Property License, including the right to receive damages, or right to receive license fees, royalties, and other compensation under any Patent Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Patent Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Patent Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the Noteholders or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Noteholders, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Patent Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Patent Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new patent application or issued patent or become entitled to the benefit of any patent application or patent for any divisional, continuation, continuation-in-part, reissue, or reexamination of any existing patent or patent application, the provisions of this Patent Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new patent rights. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Patent Security Agreement by amending Schedule I to include any such new patent rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Patent Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Patent Security Agreement is a Loan Document. This Patent Security Agreement may be executed by means of (a) an electronic signature that complies with the federal Electronic Signatures in Global and National Commerce Act, state enactments of the Uniform Electronic Transactions Act, or any other relevant and applicable electronic signatures law; (b) an original manual signature; or (c) a faxed, scanned, or photocopied manual signature. Each electronic signature or faxed, scanned, or photocopied manual signature shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature. Agent reserves the right, in its sole discretion, to accept, deny, or condition acceptance of any electronic signature on this Patent Security Agreement. This Patent Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but such counterparts shall, together, constitute only one instrument. Delivery of an executed counterpart of a signature page of this Patent Security Agreement as set forth herein will be as effective as delivery of a manually executed counterpart of this Patent Security Agreement.

7. GOVERNING LAW, CONSENT TO JURISDICTION, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE. THIS PATENT SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING GOVERNING LAW, CONSENT TO JURISDICTION, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Patent Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

HAPTX, INC.

By: 

Name: Jake Rubin

Title: Chief Executive Officer

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

CRESCENT COVE CAPITAL II, LP,

a Cayman Islands exempted limited partnership

By: Crescent Cove Capital II GP, LLC,
its General Partner

By: _____

Name: Jun Hong Heng

Title: Managing Member

Patent Security Agreement

PATENT
REEL: 065376 FRAME: 0245

IN WITNESS WHEREOF, the parties hereto have caused this Patent Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

HAPTX, INC.

By: _____

Name: Jake Rubin

Title: Chief Executive Officer

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

CRESCENT COVE CAPITAL II, LP,
a Cayman Islands exempted limited partnership

By: Crescent Cove Capital II GP, LLC,
its General Partner

DocuSigned by:

JUN HONG HENG

By: _____
C443842758374D6

Name: Jun Hong Heng

Title: Managing Member

SCHEDULE I
to
PATENT SECURITY AGREEMENT

Patents

Appl. No.	Filing Date	Country	Status	Patent No.	Grant Date
14819570.4	June 27, 2014	BE	Granted	3014394	22-Jun-22
14819570.4	January 25, 2016	CH	Granted	3014394	22-Jun-22
14819570.4	January 25, 2016	DE	Granted	602014084107.4	22-Jun-22
14819570.4	January 25, 2016	DK	Granted	3014394	22-Jun-22
14819570.4	January 25, 2016	EP	Granted	3014394	22-Jun-22
22180204.4	June 21, 2022	EP	Published		
14819570.4	January 25, 2016	FI	Granted	3014394	22-Jun-22
14819570.4	January 25, 2016	FR	Granted	3014394	22-Jun-22
14819570.4	January 25, 2016	GB	Granted	3014394	22-Jun-22
14819570.4	June 27, 2014	IE	Granted	3014394	22-Jun-22
14819570.4	January 25, 2016	LU	Granted	3014394	22-Jun-22
14819570.4	June 27, 2014	NL	Granted	3014394	22-Jun-22
14819570.4	January 25, 2016	NO	Granted	3014394	22-Jun-22
14819570.4	January 25, 2016	SE	Granted	3014394	22-Jun-22
14/981,414	December 28, 2015	US	Granted	9,652,037	16-May-97
15/372,362	December 7, 2016	US	Granted	9,904,358	27-Feb-18
15/591,019	May 9, 2017	US	Granted	10,222,859	5-Mar-19
16/235,588	December 28, 2018	US	Granted	10,809,804	20-Oct-2020
16/245,145	January 10, 2019	US	Granted	10,732,711	4-Aug-20
16/807,029	March 2, 2020	US	Granted	11,061,472	13-Jul-21
63/104,487	October 22, 2020	US	Pending		
17/345,973	June 11, 2021	US	Granted	11,579,692	14-Feb-23
21883550.2	May 19, 2023	EP	Pending		
17/497,821	October 8, 2021	US	Published		
63/395,747	August 5, 2022	US	Pending		
18/154,824	January 14, 2023	US	Published		
PCT/US23/19494	April 21, 2023	WO	Pending		
PCT/US23/21015	May 4, 2023	WO	Pending		
63/464,118	May 4, 2023	US	Pending		
63/467,560	May 18, 2023	US	Pending		