

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT8376518

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
WILLOW INNOVATIONS, INC.	01/10/2024
RECEIVING PARTY DATA	
Name:	MADRYN FUND ADMINISTRATION, LLC
Street Address:	330 MADISON AVENUE
Internal Address:	33RD FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10017
PROPERTY NUMBERS Total: 12	
Property Type	Number
Application Number:	18080860
Application Number:	18081802
Application Number:	18082620
Application Number:	18082725
Application Number:	18082776
Application Number:	29899528
Application Number:	29899533
Application Number:	29899538
Application Number:	18357649
Application Number:	18111652
Application Number:	18386391
Application Number:	63387591
CORRESPONDENCE DATA	
Fax Number:	(212)291-9868
<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) 558-4229
Email:	demarcor@sullcrom.com, maken@sullcrom.com
Correspondent Name:	RAFFAELE A. DEMARCO
Address Line 1:	125 BROAD STREET

PATENT

Address Line 2: SULLIVAN & CROMWELL LLP
Address Line 4: NEW YORK, NEW YORK 10004-2498

NAME OF SUBMITTER: RAFFAELE DEMARCO

SIGNATURE: /Raffaele A. DeMarco/

DATE SIGNED: 01/11/2024

Total Attachments: 6

source=Willow - Patent Security Agreement (2023 Supplement) [Executed 1.10.24]#page1.tif
source=Willow - Patent Security Agreement (2023 Supplement) [Executed 1.10.24]#page2.tif
source=Willow - Patent Security Agreement (2023 Supplement) [Executed 1.10.24]#page3.tif
source=Willow - Patent Security Agreement (2023 Supplement) [Executed 1.10.24]#page4.tif
source=Willow - Patent Security Agreement (2023 Supplement) [Executed 1.10.24]#page5.tif
source=Willow - Patent Security Agreement (2023 Supplement) [Executed 1.10.24]#page6.tif

PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT, dated as of January 10, 2024 (“*Patent Security Agreement*”), made by each of the signatories hereto (the “*Patent Grantors*”), is in favor of Madryn Fund Administration, 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 an Amended and Restated Security Agreement, dated as of January 10, 2024 (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 Lenders to enter into the Credit Agreement and to induce the Lenders 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 continuing and irrevocable security interest in and to all of the following intellectual property now owned or controlled or at any time hereafter owned, controlled or 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 owned or controlled by such Patent Grantor, including, without limitation, the issued 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 and 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, including, without limitation, the right to seek and recover any damages in connection therewith.

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.

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.

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.

[Remainder of This Page Intentionally Left Blank.]

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.

Willow Innovations, Inc.

By: Sarah O'Leary
Name: Sarah O'Leary
Title: Chief Executive Officer

Address:
1975 W. El Camino Real, Suite #306
Mountain View, CA 94040
Attention: Kelly Kennedy, CFO

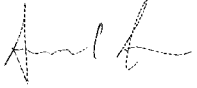
[Signature Page to Patent Security Agreement]

Accepted and Agreed:

MADRYN FUND ADMINISTRATION, LLC, as the Administrative Agent

By: MADRYN ASSET MANAGEMENT, LP, its Managing Member

By: MADRYN ASSET MANAGEMENT GP, LLC, its General Partner

By 

Name: Avinash Amin

Title: Managing Member

Address: Madryn Fund Administration, LLC
330 Madison Avenue, 33rd Floor
New York, NY 10017

PATENTS

Patents and Patent Applications

Title	Reg. #	Reg. Date	Appl. #	Appl. Date	Jurisdiction	Owner
Breast Pump Systems And Methods	20230110029	13-Apr-23	18/080860	14-Dec-22	US	Willow Innovations, Inc.
Breast Pump Container Assemblies And Methods	20230119499	20-Apr-23	18/081802	15-Dec-22	US	Willow Innovations, Inc.
Breast Pump System With Controller	20230117214	20-Apr-23	18/082620	16-Dec-22	US	Willow Innovations, Inc.
Breast Pump Systems	20230121361	20-Apr-23	18/082725	16-Dec-22	US	Willow Innovations, Inc.
Breast Pump System With Collection Container	11,660,380	30-May-23	18/082776	16-Dec-22	US	Willow Innovations, Inc.
Milk Cooler			29/899528	9-Aug-23	US	Willow Innovations, Inc.
Ice Core For A Milk Cooler			29/899533	9-Aug-23	US	Willow Innovations, Inc.
Lid For A Milk Cooler			29/899538	9-Aug-23	US	Willow Innovations, Inc.
Breast Pump Assembly	20230414845	28-Dec-23	18/357649	13-Sep-23	US	Willow Innovations, Inc.
Hydraulic Pumping System For Expression Of Breast Milk	20230201430	22-Jun-23	18/111652	20-Feb-23	US	Willow Innovations, Inc.
Apparatus And Methods To Create Posterior Compression At The Breast During Expression Of Breast Milk			18/386391	2-Nov-23	US	Willow Innovations, Inc.

Title	Reg. #	Reg. Date	Appl. #	Appl. Date	Jurisdiction	Owner
Motherhood Monitoring And Recommendation Systems And Methods			63/387591	15-Dec-22	US	Willow Innovations, Inc.