

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT8386886

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
ARTIVION, INC.	01/18/2024
RECEIVING PARTY DATA	
Name:	ARES CAPITAL CORPORATION
Street Address:	245 PARK AVENUE
Internal Address:	44TH FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10167
PROPERTY NUMBERS Total: 7	
Property Type	Number
Patent Number:	8071124
Patent Number:	8057818
Patent Number:	8377143
Patent Number:	8475827
Patent Number:	8883408
Application Number:	17863675
Patent Number:	11672695
CORRESPONDENCE DATA	
Fax Number:	(617)526-9899
<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:	6175269657
Email:	cspiridiglozzi@proskauer.com
Correspondent Name:	PROSKAUER
Address Line 1:	ONE INTERNATIONAL PLACE
Address Line 4:	BOSTON, MASSACHUSETTS 02110
ATTORNEY DOCKET NUMBER:	11668.654
NAME OF SUBMITTER:	CHRISTINE SPIRIDIGLIOZZI
SIGNATURE:	/Christine Spiridiglozzi/

<b>DATE SIGNED:</b>	01/18/2024
<b>Total Attachments: 6</b> source=06. Artivion - Patent Security Agreement Executed (1) (004)#page1.tif source=06. Artivion - Patent Security Agreement Executed (1) (004)#page2.tif source=06. Artivion - Patent Security Agreement Executed (1) (004)#page3.tif source=06. Artivion - Patent Security Agreement Executed (1) (004)#page4.tif source=06. Artivion - Patent Security Agreement Executed (1) (004)#page5.tif source=06. Artivion - Patent Security Agreement Executed (1) (004)#page6.tif	

## **PATENT SECURITY AGREEMENT**

This PATENT SECURITY AGREEMENT, dated as of January 18, 2024 (this “**Agreement**”), is made by each of the signatories hereto indicated as a “Grantor” (each, a “**Grantor**” and collectively, the “**Grantors**”) in favor of ARES CAPITAL CORPORATION, as Collateral Agent for the Secured Parties (in such capacity and together with its successors and permitted assigns in such capacity, the “**Agent**”).

WHEREAS, the Grantors entered into a Pledge and Security Agreement dated as of January 18, 2024 (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), by and among the Grantors and each of the other grantors from time to time party thereto and the Agent, pursuant to which the Grantors granted to the Agent, for the benefit of the Secured Parties, a security interest in the Patent Collateral (as defined below); and

WHEREAS, pursuant to the Security Agreement, the Grantors agreed to execute and deliver this Agreement, in order to record the security interest granted to the Agent for the benefit of the Secured Parties with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Grantor hereby agrees with the Agent as follows:

### **SECTION 1. Defined Terms**

Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Security Agreement, and if not defined therein, shall have the respective meanings given thereto in the Credit Agreement.

### **SECTION 2. Grant of Security Interest**

Each Grantor hereby grants to the Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under all Patents of such Grantor including the following, in each case whether now owned or existing or hereafter acquired or arising and wherever located (collectively, the “**Patent Collateral**”) as collateral security for the Secured Obligations: all United States patents and certificates of invention, or similar industrial property rights, and applications for any of the foregoing, including: (a) each patent and patent application listed on Schedule A attached hereto, (b) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations thereof, (c) all rights corresponding thereto throughout the world, (d) all inventions and improvements claimed therein, (e) all rights to sue for past, present and future infringements thereof, and (f) all Proceeds of the foregoing, including license fees, royalties, income, payments, claims, damages and proceeds of suit.

Notwithstanding the foregoing and anything to the contrary contained herein, the security interest created hereby shall not extend to, and the term “Patent Collateral” shall not include, any Excluded Assets.

### **SECTION 3. Security Agreement**

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Agent for the Secured Parties pursuant to the Security Agreement, and each Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

### **SECTION 4. Recordation**

Each Grantor authorizes and requests that the Director of the United States Patent and Trademark Office and any other applicable government officer record this Agreement.

### **SECTION 5. Governing Law, Etc.**

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ALL CLAIMS AND CONTROVERSIES ARISING OUT OF THE SUBJECT MATTER HEREOF WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PROVISIONS THAT WOULD RESULT IN THE APPLICATION OF ANY OTHER LAW.

SECTIONS 10.15 (CONSENT TO JURISDICTION) AND 10.16 (WAIVER OF JURY TRIAL) OF THE CREDIT AGREEMENT ARE INCORPORATED HEREIN BY THIS REFERENCE AND SUCH INCORPORATION SHALL SURVIVE ANY TERMINATION OF THE CREDIT AGREEMENT.

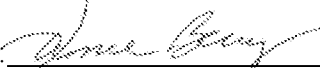
### **SECTION 6. Counterparts**

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]*

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

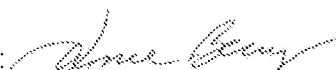
**ARTIVION, INC.**

By:   
Name: Lance A. Berry  
Title: Executive Vice President, Chief Financial Officer and President

**ASCYRUS MEDICAL, LLC**

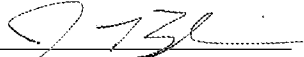
By:   
Name: Lance A. Berry  
Title: President & Chief Financial Officer

**ON-X LIFE TECHNOLOGIES, INC.**

By:   
Name: Lance A. Berry  
Title: President & Chief Financial Officer

Accepted and Agreed:

**ARES CAPITAL CORPORATION,**  
as Agent

By: 

Name: Joshua Bloomstein

Title: Authorized Signatory

**SCHEDULE A**  
**to**  
**PATENT SECURITY AGREEMENT**

**ISSUED PATENTS AND PATENT APPLICATIONS**

<u>Owner/Grantor</u>	<u>Application/ Serial No.</u>	<u>Patent No.</u>	<u>Title</u>	<u>Filing Date</u>
Ascyrus Medical, LLC	16/720,010		HYBRID DEVICE FOR SURGICAL AORTIC REPAIR CONFIGURED FOR ADAPTABILITY OF ORGANS OR VARIOUS ANATOMICAL CHARACTERISTICS AND METHOD OF USING THE SAME	12/19/2019
Ascyrus Medical, LLC	16/742,943	10,639,178	METHOD FOR SURGICAL AORTIC REPAIR OF TYPE A DISSECTIONS	1/15/2020
Ascyrus Medical, LLC	15/412,082	10,383,752	HYBRID DEVICE FOR SURGICAL AORTIC REPAIR CONFIGURED FOR ADAPTABILITY OF ORGANS OR VARIOUS ANATOMICAL CHARACTERISTICS AND METHOD OF USING THE SAME	1/23/2017
Ascyrus Medical, LLC	16/507,168	10,624,770	HYBRID DEVICE FOR SURGICAL AORTIC REPAIR CONFIGURED FOR ADAPTABILITY OF ORGANS OF VARIOUS ANATOMICAL CHARACTERISTICS AND METHOD OF USING THE SAME	7/10/2019
Ascyrus Medical, LLC	17/867,666		MULTI-SPIRAL SELF-EXPANDING STENT AND METHODS OF MAKING AND USING THE SAME	7/18/2022
Ascyrus Medical, LLC	16/580,243	11,389,289	MULTI-SPIRAL SELF-EXPANDING STENT AND METHODS OF MAKING AND USING THE SAME	9/24/2019
Ascyrus Medical, LLC	17/683,132		BRANCHED AORTIC GRAFT AND METHOD OF USING THE SAME	2/28/2022
Ascyrus Medical, LLC	15/836,359	11,259,911	BRANCHED AORTIC GRAFT AND METHOD OF USING THE SAME	12/8/2017
ON-X LIFE TECHNOLOGIES, INC.	15/062,859	10,190,215	FLUIDIZED BED PYROCARBON COATING	3/7/2016
ON-X LIFE TECHNOLOGIES, INC.	16/258,061	10,829,853	FLUIDIZED BED PYROCARBON COATING	1/25/2019
ON-X LIFE TECHNOLOGIES, INC.	13/032,213	9,279,181	FLUIDIZED BED PYROCARBON COATING	2/22/2011
ON-X LIFE TECHNOLOGIES, INC.	15/710,362	10,695,169	HEART VALVE SEWING CUFF	9/20/2017
ON-X LIFE TECHNOLOGIES, INC.	14/118,656	9,314,333	HEART VALVE SEWING CUFF	5/24/2012
ON-X LIFE TECHNOLOGIES, INC.	13/890,308	9,480,562	PRE-SIZED PROSTHETIC CHORDAE IMPLANTATION SYSTEM	5/9/2013
ON-X LIFE TECHNOLOGIES, INC.	16/531,407	11,389,296	PRE-SIZED PROSTHETIC CHORDAE IMPLANTATION SYSTEM	8/5/2019
ON-X LIFE TECHNOLOGIES, INC.	15/177,424	10,368,987	PRE-SIZED PROSTHETIC CHORDAE IMPLANTATION SYSTEM	6/9/2016
ON-X LIFE TECHNOLOGIES, INC.	12/750,800	8,439,969	PRE-SIZED PROSTHETIC CHORDAE IMPLANTATION SYSTEM	3/31/2010
ON-X LIFE TECHNOLOGIES, INC.	14/396,553	10,040,165	MASS FINISHING COMPONENT ENCLOSURE DEVICE AND SYSTEM	4/25/2013

<u>Owner/Grantor</u>	<u>Application/ Serial No.</u>	<u>Patent No.</u>	<u>Title</u>	<u>Filing Date</u>
ON-X LIFE TECHNOLOGIES, INC.	16/035,326	10,987,219	BIOLOGICAL CHORD REPAIR SYSTEM AND METHODS	7/13/2018
ON-X LIFE TECHNOLOGIES, INC.	17/234,999		BIOLOGICAL CHORD REPAIR SYSTEM AND METHODS	4/20/2021
ON-X LIFE TECHNOLOGIES, INC.	14/422,019	10,022,224	BIOLOGICAL CHORD REPAIR SYSTEM AND METHODS	8/15/2013
ON-X LIFE TECHNOLOGIES, INC.	14/551,844	10,052,096	CHORDAL SIZER	11/24/2014
ON-X LIFE TECHNOLOGIES, INC.	15/334,888	10,213,303	RAPID DEPLOYMENT ARTIFICIAL CHORDAE TENDINAE SYSTEM	10/26/2016
ON-X LIFE TECHNOLOGIES, INC.	15/013,612	9,480,565	RAPID DEPLOYMENT ARTIFICIAL CHORDAE TENDINAE SYSTEM	2/2/2016
ON-X LIFE TECHNOLOGIES, INC.	15/567,221	10,828,025	SYSTEM AND METHOD FOR RAPID ATTACHMENT OF CARDIOVASCULAR PROSTHESIS	4/16/2016
ON-X LIFE TECHNOLOGIES, INC.	17/411,174		PULL-THROUGH CHORDAE TENDINEAE SYSTEM	8/25/2021
ON-X LIFE TECHNOLOGIES, INC.	11/568,259	8,303,652	HEART VALVE INSERTER	10/24/2006
ON-X LIFE TECHNOLOGIES, INC.	16/305,945	11,103,350	PULL-THROUGH CHORDAE TENDINEAE SYSTEM	11/30/2018
Artivion, Inc.	11/042,180	8,071,124	Methods of Using Expandable Foam-Like Biomaterials	1/26/2005
Artivion, Inc.	11/042,181	8,057,818	Methods of Making Expandable Foam-Like Biomaterials	1/26/2005
Artivion, Inc.	12/831,053	8,377,143	Tissue Implants for Implantation and Methods for Preparing the Same	7/6/2010
Artivion, Inc.	12/831,059	8,475,827	Tissue Implants for Implantation and Methods for Preparing the Same	7/6/2010
Artivion, Inc.	13/754,029	8,883,408	Tissue Implants for Implantation and Methods for Preparing the Same	1/30/2013
Artivion, Inc.	17/863,675		Human Placental Tissue Graft Products, Methods, and Apparatuses	7/13/2022
Artivion, Inc.	16/361,566	11,672,695	Central nervous system localized hypothermia apparatus and methods	3/22/2019