

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: PATI101759

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
VIDA Diagnostics, Inc.	03/13/2024
RECEIVING PARTY DATA	
Company Name:	Live Oak Banking Company
Street Address:	1741 Tiburon Drive
City:	Wilmington
State/Country:	NORTH CAROLINA
Postal Code:	28403
PROPERTY NUMBERS Total: 17	
Property Type	Number
Patent Number:	11176666
Patent Number:	11875459
Patent Number:	10165964
Patent Number:	9760989
Patent Number:	10255679
Patent Number:	9504529
Patent Number:	11304756
Patent Number:	9014445
Patent Number:	10226299
Patent Number:	9390498
Patent Number:	8219179
Patent Number:	8700132
Application Number:	17512604
Application Number:	17534503
Application Number:	18316840
Application Number:	63503118
Application Number:	63595138
CORRESPONDENCE DATA	
Fax Number:	
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent	
PATENT	

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 9198382231
Email: lcompton@smithlaw.com
Correspondent Name: Linnell V. Compton
Address Line 1: P.O. Box 2611
Address Line 4: Raleigh, NORTH CAROLINA 27602

ATTORNEY DOCKET NUMBER:	016281.97
NAME OF SUBMITTER:	Linnell Compton
SIGNATURE:	Linnell Compton
DATE SIGNED:	03/18/2024
	This document serves as an Oath/Declaration (37 CFR 1.63).

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “Agreement”) is entered into as of March 13, 2024 (the “Effective Date”) by and between LIVE OAK BANKING COMPANY (“Bank”) and VIDA DIAGNOSTICS, INC. (“Grantor”).

RECITALS

A. Bank has made certain advances of money and extended certain financial accommodations to Grantor (the “Loans”) in the amounts and manner set forth in that certain Loan and Security Agreement dated as of November 18, 2021, as amended by that certain First Amendment to Loan and Security Agreement dated as of February 28, 2022, that certain Second Amendment to Loan and Security Agreement dated as of September 29, 2023, and that certain Third Amendment to Loan and Security Agreement dated on or about the Effective Date (as the same may be further amended, modified or supplemented from time to time, the “Loan Agreement”; capitalized terms used but not defined herein are used as defined in the Loan Agreement). Bank is willing to continue to extend the Loans to Grantor, but only upon the condition, among others, that Grantor grants to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Grantor and Bank, Grantor grants and pledges to Bank a security interest in all of Grantor’s right, title and interest in, to and under its Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world, and all re-issues, divisions, continuations, renewals, extensions, and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity, shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein, and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that, as of the Effective Date, Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Bank.

Grantor authorizes Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property that Grantor obtains after the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property.

The terms of Article 11 (Governing Law), Article 12 (Jurisdiction and Jury Trial Waiver), Section 13.2 (Indemnification), and Section 13.6 (Counterparts/Acceptance) of the Loan Agreement are incorporated by reference herein, mutatis mutandis, and the parties hereto agree to be bound by the terms thereof.

[Signature Page Follows]

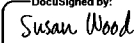
IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

2500 Crosspark Road, Suite W240
Coralville, IA 52241
Attn: Susan Wood, CEO

VIDA DIAGNOSTICS, INC.

By: 
Name: Susan Wood
Title: CEO

BANK:

Address of Bank:

1741 Tiburon Drive
Wilmington, NC 28403
Attn: Legal Department
EMAIL: greg.seward@liveoak.bank

LIVE OAK BANKING COMPANY

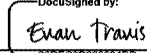
By: 
Name: Evan Travis
Title: Managing Director

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents/ Patent Applications

<u>Description</u>	<u>Patent/App. No.</u>	<u>File Date</u>
Subject Specific Coordinatization and Virtual Navigation Systems and Methods	11,875,459	1/16/2024
Cut-Surface Display of Tubular Structures	11,176,666	11/16/2021
Systems and Methods for Quantifying Regional Fissure Features	10,165,964	1/1/2019
Visualization And Quantification of Lung Disease Utilizing Image Registration	9,760,989	9/12/2017
Visualization and Quantification of Lung Disease Utilizing Image Registration	10,255,679	4/9/2019
Treatment Outcome Prediction for Lung Volume Reduction Procedures	9,504,529	11/29/2016
Treatment Outcome Prediction for Lung Volume Reduction Procedures	10,226,299	3/12/2019
Treatment Outcome Prediction for Lung Volume Reduction Procedures	11,304,756	4/19/2022
Visualization and Characterization of Pulmonary Lobar Fissures	9,014,445	4/21/2015
Visualization and Characterization of Pulmonary Lobar Fissures	9,390,498	7/12/2016
Systems and Methods for Navigation Within a Branched Structure of a Body	8,219,179	7/10/2012
Systems and Methods for Navigation Within a Branched Structure of a Body	8,700,132	4/15/2014
Pulmonary Analysis Using Transpulmonary Pressure	17/512,604	10/27/2021
Visualization Of Sub-Pleural Regions	17/534,503	11/24/2021
Airway Mucus Visualization	18/316,840	05/12/2023
Method Of Quantifying Lung Disease	63/503,118	05/15/2023
Method Of Quantifying Lung Disease	63/595,138	11/01/2023

EXHIBIT C

Trademarks

<u>Description</u>	<u>Serial/Registration No.</u>	<u>File Date</u>
VIDA VISION	5291543	9/19/2017
LUNGPRINT	5685608	2/26/2019
VIDA EXCHANGE	5282889	9/5/2017
LUNGPRINT	5716402	4/2/2019
VIDA	1635369	2/19/1991
VIDA DISCOVERY	90432190	12/30/2020
VIDA	90432063	12/30/2020
VIDA INSIGHTS	90836279	7/19/2021
VIDA	90432014	12/30/2020
VIDA INSIGHTS	90432152	12/30/2020