

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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Assignment ID: PATI136498

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
Bioderm, Inc.	04/01/2024
Argentum Medical, LLC	04/01/2024
RECEIVING PARTY DATA	
Company Name:	Oxford Finance LLC, as Agent
Street Address:	115 S. Union Street
Internal Address:	Suite 300
City:	Alexandria
State/Country:	VIRGINIA
Postal Code:	22314
PROPERTY NUMBERS Total: 4	
Property Type	Number
Application Number:	18526854
Application Number:	17950916
Patent Number:	7622434
Patent Number:	11628278
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:	3128637141
Email:	kristen.lange@goldbergkohn.com
Correspondent Name:	Kristen N. Lange, Paralegal
Address Line 1:	c/o Goldberg Kohn Ltd.
Address Line 2:	55 E. Monroe Street, Suite 3300
Address Line 4:	Chicago, ILLINOIS 60603
ATTORNEY DOCKET NUMBER:	7156.109
NAME OF SUBMITTER:	Kristen Lange
SIGNATURE:	Kristen Lange
DATE SIGNED:	04/01/2024
This document serves as an Oath/Declaration (37 CFR 1.63).	

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Total Attachments: 5

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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "Patent Security Agreement") is made this 1st day of April, 2024, by and among **BIODERM, INC.**, a Florida corporation ("BioDerm"), **ARGENTUM MEDICAL, LLC**, a Delaware limited liability company ("Argentum"), and together with BioDerm, each a "Grantor" and collectively, the "Grantors"), and **OXFORD FINANCE LLC**, a Delaware limited liability company ("Oxford"), in its capacity as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit, Guaranty and Security Agreement dated as of January 31, 2023 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), by and among BioDerm, **BIODERM HOLDINGS, LLC**, a Delaware limited liability company ("Parent"), **ABUNDANCE MERGER SUB, LLC**, a Delaware limited liability company ("Merger Sub"), **SCP WOUND CARE, LLC**, a Delaware limited liability company ("SCP"; and, BioDerm, Merger Sub, SCP (upon, from and after the consummation of the Closing Date Acquisition as the successor entity pursuant to the Closing Date Assumption), and such other Persons joined thereto as a borrower from time to time and each of their permitted successors and assigns, each individually a "Borrower" and collectively, the "Borrowers"), each Guarantor from time to time party thereto, each Lender from time to time party thereto and Agent, the Lenders have agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, pursuant to the Credit Agreement, the Grantors are required to execute and deliver to Agent, for the benefit of the Lenders, 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, the Grantors hereby agree as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement, and this Patent Security Agreement shall be subject to the rules of construction set forth in Section 1.2 of the Credit Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. The Grantors hereby unconditionally grant, assign, and pledge to Agent, for the benefit of Agent and each Lender, to secure the Obligations, a continuing security interest (referred to in this Patent Security Agreement as the "Security Interest") in all of such Grantors' rights, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Patent Collateral"):

(a) all of their Patents and Patent-related Intellectual Property, including those referred to on Schedule I;

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

(c) all products and proceeds (as that term is defined in the Uniform Commercial Code) of the foregoing, including any claim by either Grantor against third parties for past, present or future (i) infringement or dilution of any Patent or any Patents exclusively licensed to such Grantor, including right to receive any damages, (ii) injury to the goodwill associated with any Patent, or (iii) right to receive license fees, royalties, and other compensation under any Patent-related Intellectual Property.

3. SECURITY FOR OBLIGATIONS. This Patent Security Agreement and the Security Interest created hereby secures the payment and performance of the 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 Obligations and would be owed by the Grantors to Agent, or any of the Lenders, whether or not they are unenforceable or not allowable due to the existence of any insolvency proceeding under the Bankruptcy Code or otherwise 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 Agent and Lenders, pursuant to the Credit Agreement. The Grantors hereby acknowledge and affirm 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 Credit 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 Credit Agreement, the Credit Agreement shall control.

5. COUNTERPARTS. This Patent Security Agreement is a Loan Document. This Patent Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Patent Security Agreement. Delivery of an executed counterpart of this Patent Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Patent Security Agreement. Any party delivering an executed counterpart of this Patent Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Patent Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Patent Security Agreement.

6. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS PATENT SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, AND JURY TRIAL WAIVER, SET FORTH IN SECTIONS 14.6 AND 14.8 OF THE CREDIT AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[Remainder of page left intentionally blank; 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:

BIODERM, INC.

By: 

Name: James Royston

Title: Vice President

ARGENTUM MEDICAL, LLC

By: 

Name: James Royston

Title: Vice President

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

OXFORD FINANCE LLC

By: 

Name: Colette H. Featherly

Title: Senior Vice President

SCHEDULE I
to
PATENT SECURITY AGREEMENT

PATENTS AND PATENT APPLICATIONS

Grantor	Patent Name	Patent Number	Issue Date
Argentum Medical, LLC	Sodium hypochlorite gel composition	7622434	11/24/09
BioDerm, Inc.	Securement device for polymer tubing and polymer coated cables	11628278	4/18/23
BioDerm, Inc.	Dual Use Drainage Tube Assembly	18526854 (Application No.)	12/01/23 (Filing Date)
BioDerm, Inc.	Interlocking low profile gripping device	17950916 (Application No.)	9/22/22 (Filing Date)