

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: PATI137322

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
SKINCURE ONCOLOGY LLC	03/28/2024
RECEIVING PARTY DATA	
Company Name:	BankUnited, N.A. (As Administrative Agent)
Street Address:	7815 NW 148 Street
City:	Miami Lakes
State/Country:	FLORIDA
Postal Code:	33016
PROPERTY NUMBERS Total: 8	
Property Type	Number
Patent Number:	10350437
Patent Number:	10607802
Patent Number:	10646726
Patent Number:	10940334
Patent Number:	11045667
Application Number:	16594806
Application Number:	16742173
Application Number:	16836250
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:	3128493686
Email:	mnovak@mcguirewoods.com,aamin@mcguirewoods.com
Correspondent Name:	Mr. Max T. Novak
Address Line 1:	77 West Wacker Dr
Address Line 2:	Ste 4100
Address Line 4:	Chicago, ILLINOIS 60601
ATTORNEY DOCKET NUMBER:	2083188-0003
NAME OF SUBMITTER:	ANAY AMIN
SIGNATURE:	ANAY AMIN

PATENT

DATE SIGNED:	04/04/2024
	This document serves as an Oath/Declaration (37 CFR 1.63).
Total Attachments: 6 source=AR Patent Security Agreement(187390974.1)#page1.tif source=AR Patent Security Agreement(187390974.1)#page2.tif source=AR Patent Security Agreement(187390974.1)#page3.tif source=AR Patent Security Agreement(187390974.1)#page4.tif source=AR Patent Security Agreement(187390974.1)#page5.tif source=AR Patent Security Agreement(187390974.1)#page6.tif	

AMENDED AND RESTATED PATENT SECURITY AGREEMENT

This AMENDED AND RESTATED PATENT SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this “**Patent Security Agreement**”), dated as of March 28, 2024, is made by EMPYREAN MEDICAL SYSTEMS, INC. (“**Grantor**”), a Delaware Corporation, with offices located at 950 Peninsula Corporate Cir, Suite 2016, Boca Raton, FL 33487, in favor of SKINCURE ONCOLOGY LLC (“**Grantee**”), a Delaware Limited Liability Company, with offices located at 200 South Frontage Road, Suite 200, Burr Ridge, IL 60527, the purchaser of certain assets of Assignor pursuant to an Amended and Restated Technology Development Agreement, dated as of March 28, 2024 (as amended, restated, supplemented or otherwise modified from time to time, the “**Agreement**”) (the Grantor and Grantee collectively referred herein as the “**Parties**”).

WHEREAS, the Grantor has entered into the Agreement with the Grantee.

WHEREAS, under the terms of the Agreement, the Grantor has granted to the Grantee a security interest in, among other property, certain intellectual property of the Grantor, and has agreed to execute and deliver this Patent Security Agreement for recording with governmental authorities, including, but not limited to, the United States Patent and Trademark Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Grant of Security. Grantor hereby grants Grantee authority to file a UCC-1 statement for SCO’s benefit, and Grantor permit SCO to assign said UCC-1 statement and filings to Bank United. Grantor hereby pledges and grants to the Grantee a security interest in and to all of the right, title, and interest of Grantor in, to, and under the following whether now owned or hereafter acquired or created and wherever located (the “**Patent Collateral**”):

- (a) the patents and patent applications set forth in Schedule 1 hereto and all U.S., international, and foreign reissues, divisions, continuations, continuations-in-part, renewals, extensions, and reexaminations thereof and amendments thereto (the “**Patents**”);
- (b) all rights of any kind whatsoever of Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
- (c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
- (d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, misappropriation, violation, misuse, breach, or default, with the right, but no obligation, to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

Recordation. Grantor authorizes the Commissioner for Patents and any other government officials to record and register this Patent Security Agreement upon request by the Grantee.

Agreements. This Patent Security Agreement has been entered into pursuant to and in conjunction with the Agreement, which is hereby incorporated by reference. The provisions of the Agreement shall supersede and control over any conflicting or inconsistent provision herein. SCO has collaterally assigned the Agreement and all of its rights of any kind thereunder to BankUnited in its capacity as Administrative Agent on behalf of a group of Lenders. The rights and remedies of the Grantee with respect to the Patent Collateral are as provided by the Agreements, related documents, and nothing in this Patent Security Agreement shall be deemed to limit such rights and remedies.

Execution in Counterparts. This Patent Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Patent Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Patent Security Agreement.

Successors and Assigns. This Patent Security Agreement will be binding on and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

Amendment and Restatement. This Patent Security Agreement amends and restates in its entirety that certain Patent Security Agreement, dated as of March 1, 2022, by Grantor, in favor of Grantee, a notice of which was recorded with the United States Patent and Trademark Office on March 4, 2022 at Reel/Frame: 059170/0718 (the "**Prior Patent Security Agreement**"). This Patent Security Agreement is in no way intended, nor shall it be construed, to affect, replace, impair or extinguish the creation, attachment, perfection or priority of the security interests in, and other liens on, any of the Patent Collateral, which security interests and other liens Grantor acknowledges, reaffirms and confirms to Grantee.

Governing Law. This Patent Security Agreement and any claim, controversy, dispute, or cause of action (whether in contract or tort or otherwise) based upon, arising out of, or relating to this Patent Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Florida, without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

EMPYREAN MEDICAL SYSTEMS, INC.

By:  _____

Name: Kalman Fishman

Title: President & CEO

Address for Notices: 3010 N. Military Trail #220,
Boca Raton, FL 33431

AGREED TO AND ACCEPTED:

SKINCURE ONCOLOGY LLC

By: _____

Name: Kerwin J. Brandt

Title: President and Chief Executive Officer
Address for Notices: 200 South Frontage Road, Suite 200,
Burr Ridge, IL 60527

IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

EMPYREAN MEDICAL SYSTEMS, INC.

By: _____

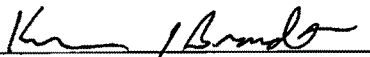
Name: Kalman Fishman

Title: President & CEO

Address for Notices: 3010 N. Military Trail #220,
Boca Raton, FL 33431

AGREED TO AND ACCEPTED:

SKINCURE ONCOLOGY LLC

By: _____

Name: Kerwin J. Brandt

Title: President and Chief Executive Officer Address
for Notices: 200 South Frontage Road, Suite 200,
Burr Ridge, IL 60527

[Signature Page to Amended and Restated Patent Security Agreement]

PATENT
REEL: 067003 FRAME: 0807

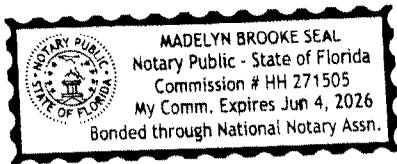
ACKNOWLEDGMENT

STATE OF FLORIDA)

) S.S.

COUNTY OF PALM BEACH)

I CERTIFY that on March 23rd, 2024, Kalman Fishman personally came before me and acknowledged under oath, to my satisfaction, that this person is named in and personally signed this document, and signed, sealed and delivered this document as his act and deed.



Madelyn Brooke Seal
, Notary Public

SCHEDULE 1**PATENTS AND PATENT APPLICATIONS****Patents**

Title	Jurisdiction	Patent Number	Issue Date
ROBOTIC IORT X-RAY RADIATION SYSTEM WITH CALIBRATION WELL	US	10,350,437	July 16, 2019
THREE-DIMENSIONAL BEAM FORMING X-RAY SOURCE	US	10,607,802	March 31, 2020
ROBOTIC INTRAOPERATIVE RADIATION THERAPY	US	10,646,726	May 12, 2020
SYSTEMS AND METHODS FOR REAL TIME BEAM SCULPTING INTRA-OPERATIVE-RADIATION-THERAPY TREATMENT PLANNING	US	10,940,334	March 9, 2021
REAL-TIME X-RAY DOSIMETRY IN INTRAOPERATIVE RADIATION THERAPY	US	11,045,667	June 29, 2021

Patent Applications

Title	Jurisdiction	Application Number	Filing Date
VALIDATION OF THERAPEUTIC PUBLICATION CLASSIFICATION	US	16/594,806	October 7, 2019
BEAM HARDENING FOR INTRAOPERATIVE RADIATION THERAPY USING A BALLOON APPLICATOR	US	16/742,173	January 14, 2020
THREE-DIMENSIONAL BEAM FORMING X-RAY SOURCE	US	16/836,250	March 31, 2020