

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: PATI182917

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
WESTERN ALLIANCE BANK	04/10/2024
RECEIVING PARTY DATA	
Company Name:	Emerge Diagnostics Inc.
Street Address:	5840 El Camino Real
Internal Address:	Suite 102
City:	Carlsbad
State/Country:	CALIFORNIA
Postal Code:	92008
PROPERTY NUMBERS Total: 11	
Property Type	Number
Application Number:	08335064
Application Number:	08296013
Application Number:	10002942
Application Number:	11787249
Application Number:	12660075
Application Number:	12661240
Application Number:	14069728
Application Number:	14171373
Application Number:	13487562
Application Number:	13487725
Application Number:	12381133
CORRESPONDENCE DATA	
Fax Number:	2147455390
<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:	2147455612
Email:	ngraham@winstead.com
Correspondent Name:	Ms. Nancy Gopalakrishnan and William Allen Graham
Address Line 1:	2728 N. Harwood Street
Address Line 2:	Suite 500

Address Line 4: Dallas, TEXAS 75201	
ATTORNEY DOCKET NUMBER:	70052-1
NAME OF SUBMITTER:	NANCY GRAHAM
SIGNATURE:	NANCY GRAHAM
DATE SIGNED:	04/22/2024
Total Attachments: 5 source=MyScan_20240422_171511578#page1.tif source=MyScan_20240422_171511578#page2.tif source=MyScan_20240422_171511578#page3.tif source=MyScan_20240422_171511578#page4.tif source=MyScan_20240422_171511578#page5.tif	



Western Alliance
Bank™

Member FDIC

April 10, 2024

EMERGE DIAGNOSTICS INC
5840 EL CAMINO REAL SUITE 102
CARLSBAD, CA 92008


RE: REASSIGNMENT AND RELEASE OF IP SECURITY INTEREST

This Reassignment and Release of Intellectual Property Security Interest is made as of April 10, 2024, by WESTERN ALLIANCE BANK, an Arizona corporation ("Lender"), in favor Emerge Diagnostics, Inc. "Grantor".

Grantor assigned certain interests in the patents, trademarks and copyrights (the "Intellectual Property"), to Lender under an Intellectual Property Security Agreement dated as of May 8, 2018, as may have been amended from time to time between Lender and Grantor (the "Security Agreement") and recorded with the U.S. Patent and Trademark Office and/or the U.S. Copyright Office, which is attached hereto as Exhibit A, B, & C.

Lender acknowledges that Company has satisfied its obligations under the Security Agreement, and Lender hereby releases all security interests that Lender may have in the Intellectual Property and reassigns it to Company without warranty or recourse and authorizes the recordation of this Reassignment and Release of IP Security Interest with the United States Patent and Trademark Office at the expense of Grantor.

Western Alliance Bank, an Arizona corporation

By: 
Name: Yolanda Jordan
Title: Loan Operations Associate Director

Enclosures

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of May 8, 2018, (the "Agreement") between WESTERN ALLIANCE BANK, an Arizona corporation ("Lender") and EMERGE DIAGNOSTICS, INC., ("Grantor") is made with reference to the Loan and Security Agreement, dated as of May 8, 2018 (as amended from time to time, the "Loan Agreement"), between Lender and Grantor. Terms defined in the Loan Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Loan Agreement, Grantor grants to Lender a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "Intellectual Property Collateral"):

- (a) copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held (collectively, the "Copyrights"), including the Copyrights described in Exhibit A;
- (b) trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Borrower connected with and symbolized by such trademarks (collectively, the "Trademarks"), including the Trademarks described in Exhibit B;
- (c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"), including the Patents described in Exhibit C;
- (d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "Mask Works");
- (e) trade secrets, and any and all intellectual property rights in computer software and computer software products;
- (f) design rights;
- (g) claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;
- (h) licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works, and all license fees and royalties arising from such use to the extent permitted by such license or rights;
- (i) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and
- (j) proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Loan Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Loan Agreement, 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 Lender of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

EXHIBIT A
COPYRIGHTS

Please Check if No Copyrights Exist ☒

<u>Type of Work:</u>	<u>Title:</u>	<u>International Standard Serial Number (ISSN):</u>	<u>Registration Number:</u>	<u>Filing Date:</u>	<u>Pre - registered?</u>

EXHIBIT B
TRADEMARKS

Please Check if No Trademarks Exist ☒

<u>Mark / Title:</u>	<u>U.S. Serial Number:</u>	<u>U.S. Registration Number:</u>	<u>USPTO Reference Number:</u>	<u>Filing Date:</u>

EXHIBIT C

PATENTS

Please Check if No Patents Exist ☐

<u>Title:</u>	<u>Patent Number:</u>	<u>Application Serial Number:</u>	<u>Issued or Published?</u>	<u>Issue or Application Date:</u>
Integrated Movement Analyzing System	5513651	08335064	Issued	5/7/1996
Integrated Movement Analyzing System	5462065	08296013	Issued	10/31/1995
Combined Physiological Monitoring System	6678549	10002942	Issued	1/13/2004
Healthcare Provider Organization	8117047	11787249	Issued	2/14/2012
Electro diagnostic functional assessment unit (EFA-2)	8535224	12660075	Issued	9/17/2013
Electro Diagnostic Functional Assessment Unit (EFA-3)	8568312	12661240	Issued	10/29/2013
EFA (wireless)		12381133		3/6/2009
Healthcare Provider Organization		13487562		6/4/2012
System and Method for Soft Tissue Management		13487725		6/4/2012
Method for Determining if Surgically Implanted Hardware Should be Removed		14069728		3/3/2014
System and Method for Establishing a Wireless Connection		14171373		2/3/2014