

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: PATI410098

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
Adagio Medical Holdings, Inc.	07/31/2024
RECEIVING PARTY DATA	
Company Name:	Allegro Management LLC
Street Address:	One Penn Plaza
Internal Address:	Floor 48, Suite 4810
City:	New York
State/Country:	NEW YORK
Postal Code:	10119
PROPERTY NUMBERS Total: 11	
Property Type	Number
Application Number:	17508684
Application Number:	17355127
Application Number:	18091757
Application Number:	18448910
Application Number:	17264000
Application Number:	17386154
Application Number:	17489213
Application Number:	17906965
Application Number:	63580426
Application Number:	63470804
Application Number:	63437453
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:	(203)351-8079
Email:	NJPatentGroup@kelleydrye.com,agardner@kelleydrye.com
Correspondent Name:	Mr. Alan Gardner
Address Line 1:	201 Broad Street
Address Line 2:	8th Floor

Address Line 4: Stamford, CONNECTICUT 06901	
ATTORNEY DOCKET NUMBER:	028780.0011
NAME OF SUBMITTER:	Alan Gardner
SIGNATURE:	Alan Gardner
DATE SIGNED:	08/06/2024
Total Attachments: 23 source=Adagio ATW - IP Security Agreement [Executed 07.31.2024]#page1.tiff source=Adagio ATW - IP Security Agreement [Executed 07.31.2024]#page2.tiff source=Adagio ATW - IP Security Agreement [Executed 07.31.2024]#page3.tiff source=Adagio ATW - IP Security Agreement [Executed 07.31.2024]#page4.tiff source=Adagio ATW - IP Security Agreement [Executed 07.31.2024]#page5.tiff source=Adagio ATW - IP Security Agreement [Executed 07.31.2024]#page6.tiff source=Adagio ATW - IP Security Agreement [Executed 07.31.2024]#page7.tiff source=Adagio ATW - IP Security Agreement [Executed 07.31.2024]#page8.tiff source=Adagio ATW - IP Security Agreement [Executed 07.31.2024]#page9.tiff source=Adagio ATW - IP Security Agreement [Executed 07.31.2024]#page10.tiff source=Adagio ATW - IP Security Agreement [Executed 07.31.2024]#page11.tiff source=Adagio ATW - IP Security Agreement [Executed 07.31.2024]#page12.tiff source=Adagio ATW - IP Security Agreement [Executed 07.31.2024]#page13.tiff source=Adagio ATW - IP Security Agreement [Executed 07.31.2024]#page14.tiff source=Adagio ATW - IP Security Agreement [Executed 07.31.2024]#page15.tiff source=Adagio ATW - IP Security Agreement [Executed 07.31.2024]#page16.tiff source=Adagio ATW - IP Security Agreement [Executed 07.31.2024]#page17.tiff source=Adagio ATW - IP Security Agreement [Executed 07.31.2024]#page18.tiff source=Adagio ATW - IP Security Agreement [Executed 07.31.2024]#page19.tiff source=Adagio ATW - IP Security Agreement [Executed 07.31.2024]#page20.tiff source=Adagio ATW - IP Security Agreement [Executed 07.31.2024]#page21.tiff source=Adagio ATW - IP Security Agreement [Executed 07.31.2024]#page22.tiff source=Adagio ATW - IP Security Agreement [Executed 07.31.2024]#page23.tiff	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, modified, supplemented, renewed, restated or replaced from time to time, this “**IP Security Agreement**”), dated July 31, 2024, is made by the Persons listed on the signature pages hereof (collectively, the “**Grantors**”) in favor of Allegro Management LLC, in its capacity as collateral agent (the “**Collateral Agent**”) for the Noteholders. All capitalized terms not otherwise defined herein shall have the meanings respectively ascribed thereto in the Security Agreement (as defined below).

WHEREAS, Adagio Medical Holdings, Inc. (f/k/a Aja Holdco, Inc.), a company organized under the laws of the State of Delaware (the “**Company**”) and each party listed as a “Buyer” therein (collectively, the “**Buyers**”) are parties to that certain Securities Purchase Agreement, dated February 13, 2024, pursuant to which the Company shall be required to sell, and the Buyers shall purchase or have the right to purchase, the “Notes” (as defined therein) issued pursuant thereto (as such Notes may be amended, modified, supplemented, renewed, restated or replaced from time to time in accordance with the terms thereof, collectively, the “**Notes**”);

WHEREAS, it is a condition precedent to the purchase of the Notes under the Securities Purchase Agreement that each Grantor has executed and delivered that certain Security and Pledge Agreement, dated July 31, 2024, made by the Grantors to the Collateral Agent (as amended, modified, supplemented, renewed, restated or replaced from time to time, the “**Security Agreement**”); and

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Collateral Agent and the Noteholders, a Lien on and security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

WHEREAS, the Grantors have determined that the execution, delivery and performance of this IP Security Agreement directly benefits, and is in the best interest of, the Grantors.

NOW, THEREFORE, in consideration of the premises and the agreements herein and in order to induce the Buyers to perform under the Securities Purchase Agreement, each Grantor agrees with the Collateral Agent, for the ratable benefit of the Collateral Agent and the Noteholders, as follows

SECTION 1. Grant of Security. As collateral security for the due and punctual payment and performance in full of the Obligations, as and when due, each Grantor hereby pledges to the Collateral Agent, its successors and permitted assigns, and hereby grants to the Collateral Agent, its successors and permitted assigns, for the ratable benefit of the Collateral Agent and the Noteholders, a continuing Lien on and security interest in, all of such Grantor’s right, title and interest in, to and under the following (the “**Collateral**”):

- (i) the Patents and Patent applications set forth in Schedule A hereto;

(ii) the Trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment or perfection of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications or any registrations resulting therefrom under applicable federal law), together with the goodwill symbolized thereby;

(iii) all Copyrights, including without limitation the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto;

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all Proceeds, including without limitation Cash and Noncash Proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and Supporting Obligations relating to, any and all of the collateral of or arising from any of the foregoing;

provided that, notwithstanding anything herein to the contrary, the term “**Collateral**” as used herein shall not include any Excluded Collateral.

SECTION 2. Security for Obligations. The grant of a Lien on and security interest in, the Collateral by each Grantor under this IP Security Agreement constitutes continuing collateral security for the payment and performance of all Obligations of such Grantor now or hereafter existing under or in respect of the Notes and the Note Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which shall be deemed to be an original, but all of which taken together constitute one and the same Agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the Lien and security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set

forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. Governing Law; Jurisdiction; Jury Trial.

(i) All questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by the internal laws of the State of New York, without giving effect to any provision or rule of law (whether of the State of New York or any other jurisdictions) that would cause the application of the laws of any jurisdiction other than the State of New York.

(ii) Each Grantor hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts sitting in The City of New York, Borough of Manhattan, for the adjudication of any dispute hereunder or in connection herewith or under any of the other Transaction Documents or with any transaction contemplated hereby or thereby, and hereby irrevocably waives, and agrees not to assert in any suit, action or proceeding, any claim, defense or objection that it is not personally subject to the jurisdiction of any such court, that such suit, action or proceeding is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper. Each party hereby irrevocably waives personal service of process and consents to process being served in any such suit, action or proceeding by mailing a copy thereof to such party at the address for such notices to it under Section 9(f) of the Securities Purchase Agreement and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any manner permitted by law. Nothing contained herein shall be deemed or operate to preclude the Collateral Agent or the Noteholders from bringing suit or taking other legal action against any Grantor in any other jurisdiction to collect on a Grantor's obligations or to enforce a judgment or other court ruling in favor of the Collateral Agent or a Noteholder.

(iii) WAIVER OF JURY TRIAL, ETC. EACH GRANTOR IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO, AND AGREES NOT TO REQUEST, A JURY TRIAL FOR THE ADJUDICATION OF ANY DISPUTE HEREUNDER OR UNDER ANY OTHER TRANSACTION DOCUMENT OR IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT, ANY OTHER TRANSACTION DOCUMENT OR ANY TRANSACTION CONTEMPLATED HEREBY OR THEREBY.

(iv) Each Grantor irrevocably and unconditionally waives any right it may have to claim or recover in any legal action, suit or proceeding referred to in this Section any special, exemplary, indirect, incidental, punitive or consequential damages.

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

Adagio Medical Holdings, Inc.

By


Name: John Dahldorf

Title: Chief Financial Officer

Address for Notices:

26051 Merit Circle, Suite 102,

Laguna Hills, California, 92653

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

Adagio Medical, Inc.

By 
Name: John Dahldorf
Title: Chief Financial Officer

Address for Notices:

26051 Merit Circle, Suite 102.
Laguna Hills, California, 92653

Schedules

Attached.

Schedule A

Patents

<u>Grantor</u>	<u>Country</u>	<u>Title</u>	<u>Application or Patent No.</u>	<u>Application or Registration Date</u>
Adagio Medical, Inc.	Austria	ENDOVASCULAR NEAR CRITICAL FLUID BASED CRYOABLATION CATHETER AND RELATED METHODS	3049005	8/10/2022
Adagio Medical, Inc.	Australia	ENDOVASCULAR NEAR CRITICAL FLUID BASED CRYOABLATION CATHETER AND RELATED METHODS	2014327045	11/21/2019
Adagio Medical, Inc.	Australia	ENDOVASCULAR NEAR CRITICAL FLUID BASED CRYOABLATION CATHETER AND RELATED METHODS	2019253840	6/3/2021
Adagio Medical, Inc.	Belgium	ENDOVASCULAR NEAR CRITICAL FLUID BASED CRYOABLATION CATHETER AND RELATED METHODS	3049005	8/10/2022
Adagio Medical, Inc.	Brazil	ENDOVASCULAR NEAR CRITICAL FLUID BASED CRYOABLATION CATHETER AND RELATED METHODS	1120160062140	9/13/2022
Adagio Medical, Inc.	Canada	ENDOVASCULAR NEAR CRITICAL FLUID BASED CRYOABLATION CATHETER AND RELATED METHODS	2,922,970	9/13/2022
Adagio Medical, Inc.	China	ENDOVASCULAR NEAR CRITICAL FLUID BASED CRYOABLATION CATHETER AND RELATED METHODS	ZL 2014 8 00527569	3/15/2019
Adagio Medical, Inc.	China	ENDOVASCULAR NEAR CRITICAL FLUID BASED CRYOABLATION CATHETER AND RELATED METHODS	2019101829448	9/21/2021
Adagio Medical, Inc.	United States	ENDOVASCULAR NEAR CRITICAL FLUID BASED CRYOABLATION CATHETER AND RELATED METHODS		
Adagio Medical, Inc.	Germany	ENDOVASCULAR NEAR CRITICAL FLUID BASED CRYOABLATION CATHETER AND RELATED METHODS	602014084593.2	8/10/2022
Adagio Medical, Inc.	United States	ENDOVASCULAR NEAR CRITICAL FLUID BASED CRYOABLATION CATHETER AND RELATED METHODS	11,179,186	11/23/2021

<u>Grantor</u>	<u>Country</u>	<u>Title</u>	<u>Application or Patent No.</u>	<u>Application or Registration Date</u>
Adagio Medical, Inc.	Spain	ENDOVASCULAR NEAR CRITICAL FLUID BASED CRYOABLATION CATHETER AND RELATED METHODS	3049005	8/10/2022
Adagio Medical, Inc.	France	ENDOVASCULAR NEAR CRITICAL FLUID BASED CRYOABLATION CATHETER AND RELATED METHODS	3049005	8/10/2022
Adagio Medical, Inc.	United Kingdom	ENDOVASCULAR NEAR CRITICAL FLUID BASED CRYOABLATION CATHETER AND RELATED METHODS	3049005	8/10/2022
Adagio Medical, Inc.	Hong Kong	ENDOVASCULAR NEAR CRITICAL FLUID BASED CRYOABLATION CATHETER AND RELATED METHODS	HK40006243	5/27/2022
Adagio Medical, Inc.	Ireland	ENDOVASCULAR NEAR CRITICAL FLUID BASED CRYOABLATION CATHETER AND RELATED METHODS	3049005	8/10/2022
Adagio Medical, Inc.	Israel	ENDOVASCULAR NEAR CRITICAL FLUID BASED CRYOABLATION CATHETER AND RELATED METHODS	244671	10/31/2020
Adagio Medical, Inc.	Israel	ENDOVASCULAR NEAR CRITICAL FLUID BASED CRYOABLATION CATHETER AND RELATED METHODS	275866	9/1/2021
Adagio Medical, Inc.	Italy	ENDOVASCULAR NEAR CRITICAL FLUID BASED CRYOABLATION CATHETER AND RELATED METHODS	502022000063864	8/10/2022
Adagio Medical, Inc.	Japan	CRYOABLATION APPARATUS	6409057	9/28/2018
Adagio Medical, Inc.	Japan	CRYOABLATION APPARATUS	6602926	10/18/2019
Adagio Medical, Inc.	Japan	CRYOABLATION SYSTEM	6837118	2/10/2021
Adagio Medical, Inc.	Republic of Korea	ENDOVASCULAR NEAR CRITICAL FLUID BASED CRYOABLATION CATHETER AND RELATED METHODS	2300577	9/3/2021
Adagio Medical, Inc.	Netherland s	ENDOVASCULAR NEAR CRITICAL FLUID BASED CRYOABLATION CATHETER AND RELATED METHODS	3049005	8/10/2022
Adagio Medical, Inc.	Sweden	ENDOVASCULAR NEAR CRITICAL FLUID BASED CRYOABLATION CATHETER AND RELATED METHODS	3049005	8/10/2022

<u>Grantor</u>	<u>Country</u>	<u>Title</u>	<u>Application or Patent No.</u>	<u>Application or Registration Date</u>
Adagio Medical, Inc.	United States	ENDOVASCULAR NEAR CRITICAL FLUID BASED CRYOABLATION CATHETER AND RELATED METHODS	10,667,854	6/2/2020
Adagio Medical, Inc.	Germany	ENDOEESOPHAGEAL BALLOON CATHETER, SYSTEM, AND RELATED METHOD	3057511	12/28/2022
Adagio Medical, Inc.	France	ENDOEESOPHAGEAL BALLOON CATHETER, SYSTEM, AND RELATED METHOD	3057511	12/28/2022
Adagio Medical, Inc.	United Kingdom	ENDOEESOPHAGEAL BALLOON CATHETER, SYSTEM, AND RELATED METHOD	3057511	12/28/2022
Adagio Medical, Inc.	United States	ENDOEESOPHAGEAL BALLOON CATHETER, SYSTEM, AND RELATED METHOD	10,952,676	3/23/2021
Adagio Medical, Inc.	United States	ENDOVASCULAR NEAR CRITICAL FLUID BASED CRYOABLATION CATHETER HAVING PLURALITY OF PREFORMED TREATMENT SHAPES	10,617,459	4/14/2020
Adagio Medical, Inc.	Australia	PRESSURE MODULATED CRYOABLATION SYSTEM AND RELATED METHODS	2015347201	8/23/2018
Adagio Medical, Inc.	Brazil	PRESSURE MODULATED CRYOABLATION SYSTEM AND RELATED METHODS	1120170095866	9/20/2022
Adagio Medical, Inc.	Canada	PRESSURE MODULATED CRYOABLATION SYSTEM AND RELATED METHODS	2,965,314	7/6/2021
Adagio Medical, Inc.	China	PRESSURE MODULATED CRYOABLATION SYSTEM AND RELATED METHODS	CN 107205766	4/14/2020
Adagio Medical, Inc.	European Patent Office	PRESSURE MODULATED CRYOABLATION SYSTEM AND RELATED METHODS		
Adagio Medical, Inc.	Israel	PRESSURE MODULATED CRYOABLATION SYSTEM AND RELATED METHOD	251824	5/1/2021
Adagio Medical, Inc.	Japan	PRESSURE MODULATED CRYOABLATION SYSTEM AND RELATED METHODS	6607938	11/1/2019
Adagio Medical, Inc.	Republic of Korea	PRESSURE MODULATED CRYOABLATION SYSTEM AND RELATED METHODS	10-1994471	6/24/2019
Adagio Medical, Inc.	United States	PRESSURE MODULATED CRYOABLATION SYSTEM AND RELATED METHODS	10,543,032	1/28/2020
Adagio Medical, Inc.	United States	TISSUE CONTACT VERIFICATION SYSTEM		

<u>Grantor</u>	<u>Country</u>	<u>Title</u>	<u>Application or Patent No.</u>	<u>Application or Registration Date</u>
Adagio Medical, Inc.	European Patent Office	TISSUE CONTACT VERIFICATION SYSTEM		
Adagio Medical, Inc.	United States	TISSUE CONTACT VERIFICATION SYSTEM	11,051,867	7/6/2021
Adagio Medical, Inc.	United States	ABLATION METHOD FOR CREATING ELONGATE CONTINUOUS LESIONS ENCLOSING MULTIPLE VESSEL ENTRIES	10,864,031	12/15/2020
Adagio Medical, Inc.	Australia	ABLATION CATHETER HAVING A SHAPE MEMORY STYLET		
Adagio Medical, Inc.	Canada	ABLATION CATHETER HAVING A SHAPE MEMORY STYLET		
Adagio Medical, Inc.	China	ABLATION CATHETER HAVING A SHAPE MEMORY STYLET	ZL 2018800667971	11/14/2023
Adagio Medical, Inc.	United States	ABLATION CATHETER HAVING A SHAPE MEMORY STYLET		
Adagio Medical, Inc.	European Patent Office	ABLATION CATHETER HAVING A SHAPE MEMORY STYLET		
Adagio Medical, Inc.	Hong Kong	ABLATION CATHETER HAVING A SHAPE MEMORY STYLET		
Adagio Medical, Inc.	Israel	ABLATION CATHETER HAVING A SHAPE MEMORY STYLET		
Adagio Medical, Inc.	Republic of Korea	ABLATION CATHETER HAVING A SHAPE MEMORY STYLET		
Adagio Medical, Inc.	United States	ABLATION CATHETER HAVING A SHAPE MEMORY STYLET	11,564,725	1/31/2023
Adagio Medical, Inc.	Australia	CRYOABLATION ELEMENT WITH CONDUCTIVE LINER	2019206388	1/27/2022
Adagio Medical, Inc.	Canada	CRYOABLATION ELEMENT WITH CONDUCTIVE LINER		
Adagio Medical, Inc.	China	CRYOABLATION ELEMENT WITH CONDUCTIVE LINER		
Adagio Medical, Inc.	United States	CRYOABLATION ELEMENT WITH CONDUCTIVE LINER		
Adagio Medical, Inc.	European Patent Office	CRYOABLATION ELEMENT WITH CONDUCTIVE LINER		
Adagio Medical, Inc.	Hong Kong	CRYOABLATION ELEMENT WITH CONDUCTIVE LINER		
Adagio Medical, Inc.	Israel	CRYOABLATION ELEMENT WITH CONDUCTIVE LINER		

<u>Grantor</u>	<u>Country</u>	<u>Title</u>	<u>Application or Patent No.</u>	<u>Application or Registration Date</u>
Adagio Medical, Inc.	Japan	CRYOABLATION ELEMENT WITH CONDUCTIVE LINER	7293238	6/9/2023
Adagio Medical, Inc.	Republic of Korea	CRYOABLATION ELEMENT WITH CONDUCTIVE LINER		
Adagio Medical, Inc.	United States	CRYOABLATION ELEMENT WITH CONDUCTIVE LINER	11,751,930	9/12/2023
Adagio Medical, Inc.	Australia	DEVICE FOR MONITORING TEMPERATURES WITHIN AND ADJACENT TO BODY LUMENS	2019207630	11/25/2021
Adagio Medical, Inc.	Republic of Korea	DEVICE FOR MONITORING TEMPERATURES WITHIN AND ADJACENT TO BODY LUMENS		
Adagio Medical, Inc.	Canada	ABLATION CATHETER HAVING AN EXPANDABLE TREATMENT PORTION		
Adagio Medical, Inc.	European Patent Office	ABLATION CATHETER HAVING AN EXPANDABLE TREATMENT PORTION		
Adagio Medical, Inc.	United States	ABLATION CATHETER HAVING AN EXPANDABLE TREATMENT PORTION		
Adagio Medical, Inc.	Australia	NOVEL FLOW MANIFOLD FOR CRYOABLATION CATHETER		
Adagio Medical, Inc.	Brazil	NOVEL FLOW MANIFOLD FOR CRYOABLATION CATHETER		
Adagio Medical, Inc.	Canada	NOVEL FLOW MANIFOLD FOR CRYOABLATION CATHETER		
Adagio Medical, Inc.	China	NOVEL FLOW MANIFOLD FOR CRYOABLATION CATHETER		
Adagio Medical, Inc.	European Patent Office	NOVEL FLOW MANIFOLD FOR CRYOABLATION CATHETER		
Adagio Medical, Inc.	Hong Kong	NOVEL FLOW MANIFOLD FOR CRYOABLATION CATHETER		
Adagio Medical, Inc.	United States	NOVEL FLOW MANIFOLD FOR CRYOABLATION CATHETER		
Adagio Medical, Inc.	Canada	Multi-modality Ablation Catheter Having A Shape Memory Stylet		
Adagio Medical, Inc.	United States	MULTI-MODALITY ABLATION CATHETER HAVING A SHAPE MEMORY STYLET		
Adagio Medical, Inc.	European Patent Office	Multi-modality Ablation Catheter Having A Shape Memory Stylet		
Adagio Medical, Inc.	Hong Kong	Multi-modality Ablation Catheter Having A Shape Memory Stylet		
Adagio Medical, Inc.	World Intellectual Property Organization	MULTI-MODALITY ABLATION CATHETER HAVING A SHAPE MEMORY STYLET		

<u>Grantor</u>	<u>Country</u>	<u>Title</u>	<u>Application or Patent No.</u>	<u>Application or Registration Date</u>
Adagio Medical, Inc.	United States	MULTI-MODALITY ABLATION CATHETER HAVING A SHAPE MEMORY STYLET		
Adagio Medical, Inc.	United States	Closed Loop High Pressure Generating Cryoablation System		
Adagio Medical, Inc.	United States	CALIBRATION METHOD FOR CONTACT VERIFICATION SYSTEM		
Adagio Medical, Inc.	United States	Cryoablation System with Multi- stage Heat Exchanger Assembly		
Adagio Medical, Inc.	United States	CRYOTHERAPY PROBE	8,591,503	11/26/2013
Adagio Medical, Inc.	United States	CRYOTHERAPY PROBE	9,408,656	8/9/2016
Adagio Medical, Inc.	United States	CRYOTHERAPY PROBE	10,159,522	12/25/2018
Adagio Medical, Inc.	United States	CRYOTHERAPY PROBE	7,410,484	8/12/2008
Adagio Medical, Inc.	Germany	CRYOTHERAPY SYSTEM	602004043787.5	11/13/2013
Adagio Medical, Inc.	Germany	CRYOTHERAPY PROBE AND SYSTEM	602004047030.9	4/15/2015
Adagio Medical, Inc.	Germany	CRYOTHERAPY PROBE AND SYSTEM	602004055091.4	7/6/2022
Adagio Medical, Inc.	France	CRYOTHERAPY PROBE AND SYSTEM	2311398	4/15/2015
Adagio Medical, Inc.	European Patent Office	CRYOTHERAPY PROBE AND SYSTEM	2904986	7/6/2022
Adagio Medical, Inc.	France	CRYOTHERAPY SYSTEM	1592357	11/13/2013
Adagio Medical, Inc.	United Kingdom	CRYOTHERAPY SYSTEM	1592357	11/13/2013
Adagio Medical, Inc.	United Kingdom	CRYOTHERAPY PROBE AND SYSTEM	2311398	4/15/2015
Adagio Medical, Inc.	United Kingdom	CRYOTHERAPY PROBE AND SYSTEM		
Adagio Medical, Inc.	Mexico	CRYOTHERAPY PROBE AND SYSTEM	274419	3/10/2010
Adagio Medical, Inc.	United States	CRYOTHERAPY SYSTEM	7,083,612	8/1/2006
Adagio Medical, Inc.	United States	CRYOTHERAPY SYSTEM	7,507,233	3/24/2009
Adagio Medical, Inc.	United States	METHODS AND SYSTEMS FOR CRYOGENIC COOLING	7,273,479	9/25/2007
Adagio Medical, Inc.	United States	METHODS AND SYSTEMS FOR CRYOGENIC COOLING	7,921,657	4/12/2011
Adagio Medical, Inc.	United States	METHODS AND SYSTEMS FOR CRYOGENIC COOLING	8,387,402	3/5/2013
Adagio Medical, Inc.	Belgium	FLEXIBLE MULTI-TUBULAR CRYOPROBE	2211743	8/2/2017

<u>Grantor</u>	<u>Country</u>	<u>Title</u>	<u>Application or Patent No.</u>	<u>Application or Registration Date</u>
Adagio Medical, Inc.	China	FLEXIBLE MULTI-TUBULAR CRYOPROBE	200880117034.1	10/16/2013
Adagio Medical, Inc.	Germany	FLEXIBLE MULTI-TUBULAR CRYOPROBE	602008051438.2	8/2/2017
Adagio Medical, Inc.	France	FLEXIBLE MULTI-TUBULAR CRYOPROBE	2211743	8/2/2017
Adagio Medical, Inc.	United Kingdom	FLEXIBLE MULTI-TUBULAR CRYOPROBE	2211743	8/2/2017
Adagio Medical, Inc.	Italy	FLEXIBLE MULTI-TUBULAR CRYOPROBE	502017000094465	8/2/2017
Adagio Medical, Inc.	United States	FLEXIBLE MULTI-TUBULAR CRYOPROBE	8,740,891	6/3/2014
Adagio Medical, Inc.	China	EXPANDABLE MULTI- TUBULAR CRYOPROBE	200880117266.7	12/12/2012
Adagio Medical, Inc.	Germany	EXPANDABLE MULTI- TUBULAR CRYOPROBE	602008051237.1	7/19/2017
Adagio Medical, Inc.	France	EXPANDABLE MULTI- TUBULAR CRYOPROBE	2211745	7/19/2017
Adagio Medical, Inc.	United Kingdom	EXPANDABLE MULTI- TUBULAR CRYOPROBE	2211745	7/19/2017
Adagio Medical, Inc.	United States	EXPANDABLE MULTI- TUBULAR CRYOPROBE	8,740,892	6/3/2014
Adagio Medical, Inc.	United States	CRYOTHERAPY PROBE	11,197,707	12/14/2021
Adagio Medical, Inc.	United States	METHODS AND DEVICES FOR THE TREAT-MENT OF ATRIAL FIBRILLATION		
Adagio Medical, Inc.	United States	ENDOVASCULAR NEAR CRITICAL FLUID BASED CRYOABLATION CATHETER HAVING SUPER-ELASTIC TREATMENT SECTION		
Adagio Medical, Inc.	United States	CRYOABLATION CATHETER HAVING AN EL-LIPTICAL- SHAPED TREATMENT SECTION		
Adagio Medical, Inc.	United States	DEVICE FOR MONITORING TEMPERATURES WITHIN AND ADJACENT TO BODY LUMENS		

Schedule B**Trademarks**

<u>Grantor</u>	<u>Country</u>	<u>Trademark</u>	<u>Application or Registration No.</u>	<u>Application or Registration Date</u>
Adagio Medical, Inc.	United States	ADAGIO	90/326,891	11/18/2020
Adagio Medical, Inc.	United States	ICLAS	90/327,014	11/18/2020
Adagio Medical, Inc.	United States	ICLAS	97/400,842	5/9/2022
Adagio Medical, Inc.	United States	ADAGIO	97/418,404	5/19/2022
Adagio Medical, Inc.	United States	VCLAS	97/648,314	10/26/2022
Adagio Medical, Inc.	United States	CRYOPULSE	97/648,321	10/26/2022
Adagio Medical, Inc.	WIPO	vCLAS	1734580	4/26/2023
Adagio Medical, Inc.	Canada	vCLAS		4/26/2023
Adagio Medical, Inc.	European Union	vCLAS		4/26/2023
Adagio Medical, Inc.	United Kingdom	vCLAS		4/26/2023
Adagio Medical, Inc.	WIPO	CRYOPULSE	1733576	4/26/2023
Adagio Medical, Inc.	Canada	CRYOPULSE		4/26/2023
Adagio Medical, Inc.	European Union	CRYOPULSE		4/26/2023
Adagio Medical, Inc.	United Kingdom	CRYOPULSE		4/26/2023

Schedule C

Copyrights

None.

SCHEDULE I

Legal Names; Organizational Identification Numbers; States or Jurisdiction of Organization

<u>Grantor's Name</u>	<u>Jurisdiction of Organization</u>	<u>Federal Employer I.D.</u>	<u>Organizational I.D.</u>
Adagio Medical, Inc.	Delaware	27-4590529	4928542
Adagio Medical Holdings, Inc. (f/k/a Aja Holdco, Inc.)	Delaware	N/A	2790696
ARYA Sciences Acquisition Corp IV	Cayman Islands	N/A	365460

SCHEDULE II

Intellectual Property

Patents

See Schedule A.

Trademarks

See Schedule B.

Copyrights

None.

Licenses

1. License Agreement, by and between the Company and Varian as successor to Endocare, Inc., dated April 24, 2012, as amended by the First Amendment to License Agreement, dated as of March 30, 2017 ("Varian Agreement").

SCHEDULE III

Locations

<u>Grantor's Name</u>	<u>Chief Executive Office</u>	<u>Chief Place of Business</u>	<u>Books and Records</u>	<u>Inventory, Equipment, Etc.</u>
Adagio Medical, Inc.	26051 Merit Circle, Ste 102, Laguna Hills, CA 92653	26051 Merit Circle, Ste 102, Laguna Hills, CA 92653	26051 Merit Circle, Ste 102, Laguna Hills, CA 92653	26051 Merit Circle, Ste 105, Laguna Hills, CA 92653
				26072 Merit Circle Suite 124 Laguna Hills, CA 92653

SCHEDULE IV

Promissory Notes, Securities, Deposit Accounts, Securities Accounts and Commodities Accounts

Securities

None.

Deposit Accounts, Securities Accounts and Commodities Accounts

<u>Grantor</u>	<u>Name and Address of Institution</u>	<u>Purpose of the Account</u>	<u>Account No.</u>
Adagio Medical, Inc.	SVB PO Box 2360, Omaha, NE 68103	Checking	3300757171
Adagio Medical, Inc.	SVB PO Box 2360, Omaha, NE 68103	MMA	3304011994
Adagio Medical, Inc.	JPM PO Box 182051, Columbus, OH 43218	Checking	932853788

Foreign Currency Controlled Accounts

None.

Pledged Debt

N/A

Pledged Equity

<u>Pledged Entity</u>	<u>Grantor</u>	<u>Certificate No.</u>
Adagio Medical, Inc.	Adagio Medical Holdings, Inc. (f/k/a) Aja Holdco, Inc.	109

SCHEDULE V

Financing Statements

<u>Grantor</u>	<u>Jurisdiction for Filing Financing Statement</u>
Adagio Medical, Inc.	Delaware
Aja Holdco, Inc.	Delaware
ARYA Sciences Acquisition Corp IV	District of Columbia

SCHEDULE VI

Commercial Tort Claims

None.

SCHEDULE VII

Permitted Liens

None.