## 508700638 08/12/2024

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 Assignment ID: PATI423104

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT (2L)

## **CONVEYING PARTY DATA**

Name	Execution Date
Imprivata, Inc.	08/12/2024

#### **RECEIVING PARTY DATA**

Company Name:	Blue Owl Capital Corporation, as Collateral Agent	
Street Address:	399 Park Avenue	
Internal Address:	38th Floor	
City:	New York	
State/Country:	NEW YORK	
Postal Code:	10022	

#### **PROPERTY NUMBERS Total: 6**

Property Type	Number
Application Number:	17979880
Application Number:	17712379
Application Number:	17714413
Application Number:	17833006
Application Number:	17738274
Application Number:	18500205

#### **CORRESPONDENCE DATA**

**Fax Number:** 2127513863

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.

**Phone:** 2129061209

Email: jess.bajada-bartlett@lw.com
Correspondent Name: Mrs. Jessica Bajada-Bartlett
Address Line 1: 1271 Avenue of the Americas
Address Line 4: New York, NEW YORK 10020

ATTORNEY DOCKET NUMBER:	049646-0532
NAME OF SUBMITTER:	Jessica Bajada-Bartlett
SIGNATURE:	Jessica Bajada-Bartlett
DATE SIGNED:	08/12/2024

PATENT 508700638 REEL: 068553 FRAME: 0806

# Total Attachments: 7

source=Imprivata - Third Amendment - 2L IPSA (Executed)#page1.tiff source=Imprivata - Third Amendment - 2L IPSA (Executed)#page2.tiff source=Imprivata - Third Amendment - 2L IPSA (Executed)#page3.tiff source=Imprivata - Third Amendment - 2L IPSA (Executed)#page4.tiff source=Imprivata - Third Amendment - 2L IPSA (Executed)#page5.tiff source=Imprivata - Third Amendment - 2L IPSA (Executed)#page6.tiff source=Imprivata - Third Amendment - 2L IPSA (Executed)#page7.tiff

#### INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT (this "IP Security Agreement Supplement") dated August 12, 2024, is made by the Person listed on the signature page hereof (the "<u>Grantor</u>") in favor of Blue Owl Capital Corporation (formerly known as Owl Rock Capital Corporation), as Collateral Agent for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, reference is made to that certain (i) Second Lien Credit Agreement, dated as of April 8, 2022 (as amended, restated, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time, the "Credit Agreement"), among Imprivata, Inc., a Delaware corporation (the "Borrower"), Imprivata Intermediate Holdings, LLC, a Delaware limited liability company ("Holdings"), each lender and financial institution from time to time party thereto and Blue Owl Capital Corporation (formerly known as Owl Rock Capital Corporation), as Administrative Agent and Collateral Agent, and (ii) Second Lien Security Agreement, dated as of April 8, 2022 (as amended, restated, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time, the "Security Agreement"), among the Grantors from time to time party thereto and the Collateral Agent. Capitalized terms defined in the Credit Agreement or the Security Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement or the Security Agreement, as applicable (and in the event of a conflict, the applicable definition shall be the one given to such term in the Security Agreement).

WHEREAS, under the terms of the Security Agreement, each Grantor has agreed to grant to the Collateral Agent, for the benefit of the Secured Parties, a security interest in any after-acquired intellectual property collateral of such Grantor and has agreed in connection therewith to execute this IP Security Agreement Supplement for recording with the USPTO and/or the USCO, as applicable.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees with the Collateral Agent as follows:

- A. <u>Grant of Security</u>. Each Grantor hereby collaterally assigns and pledges to the Collateral Agent, for the benefit of the Secured Parties, and each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor's right, title and interest in and to the following (the "<u>Additional Collateral</u>"):
- a. the patents, patent applications utility models, statutory invention registrations and all inventions claimed or disclosed therein and all improvements thereto, set forth in Schedule A hereto;
- b. the trademarks, trademark applications, service marks, domain names, trade dress, logos, designs, slogans, trade names, business names, corporate names and other source identifiers, whether registered or unregistered set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications prior to the filing and acceptance of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, to the extent that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law), together with the goodwill symbolized thereby;
- c. the copyrights including without limitation, copyrights in Computer Software, internet websites and the content thereof, registrations and applications and exclusive copyright licenses set forth in Schedule C hereto;

- d. all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing;
- e. any and all claims for damages or 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 or injunctive relief; and
- f. any and all 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 Additional Collateral or arising from any of the foregoing; provided that, notwithstanding anything to the contrary contained in the foregoing clauses (a) through (f), the security interest created hereby shall not extend to, and the term "Additional Collateral" shall not include any Excluded Property.
- B. <u>Supplement to Security Agreement</u>. Schedule III to the Security Agreement is, effective as of the date hereof, hereby supplemented to add to such Schedule the Additional Collateral.
- C. <u>Security for Obligations</u>. The grant of a security interest in the Additional Collateral by the Grantor under this IP Security Agreement Supplement secures the payment of all Secured Obligations of the Grantor now or hereafter existing under or in respect of the Loan Documents (as such Loan Documents may be amended, restated, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time (including any increases of the principal amount outstanding thereunder)). Without limiting the generality of the foregoing, this IP Security Agreement Supplement secures the payment of all amounts that constitute part of the Secured Obligations that would be owed by the Grantor to any Secured Party under the Loan Documents but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.
- D. <u>Recordation</u>. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks record this IP Security Agreement Supplement.
- Execution in Counterparts. This IP Security Agreement Supplement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery by telecopier or other electronic transmission of an executed counterpart of a signature page to this IP Security Agreement Supplement shall be effective as delivery of an original executed counterpart of this IP Security Agreement Supplement. The words "execution," "signed," "signature," and words of like import in this IP Security Agreement Supplement or any amendment or other modification hereof (including waivers and consents) shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable Law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.
- F. <u>Grants, Rights and Remedies</u>. This IP Security Agreement Supplement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Additional 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. In the event of any

conflict between the terms of this IP Security Agreement Supplement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

G. <u>Governing Law; Jurisdiction</u>. <u>SECTION 10.15</u> (*GOVERNING LAW; JURISDICTION*), <u>SECTION 10.16</u> (*SERVICE OF PROCESS*) AND <u>SECTION 10.17</u> (*WAIVER OF JURY TRIAL*) OF THE CREDIT AGREEMENT ARE HEREBY INCORPORATED BY REFERENCE, *MUTATIS MUTANDIS*.

[Signature Pages Follow]

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

IMPRIVATA, INC.

DocuSigned by:

Juan Furnandes

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By:

Name: Juan Fernandez

Title: Chief Financial Officer

REEL: 068553 FRAME: 0811

# SCHEDULE A Patents

# 1. Issued Patents

Title	Application No./ Filing Date	Patent No./ Issue Date	Current Owner of Record
SECURE CONTENT SHARING	17/979,880 03-NOV-2022	11,822,677 21-NOV-2023	Imprivata, Inc.
STRONG AUTHENTICATION VIA DISTRIBUTED STATIONS	17/712,379 04-APR-2022	11,842,803 12-DEC-2023	Imprivata, Inc.
DELAYED AND PROVISIONAL USER AUTHENTICATION FOR MEDICAL DEVICES	17/714,413 06-APR-2022	11,838,295 05-DEC-2023	Imprivata, Inc.

# 2. Patent Applications

Title	Application No./ Filing Date	Status	Current Owner of Record
LOCATION-BASED ANTICIPATORY RESOURCE PROVISIONING	17/833,006 06-JUN-2022	Pending	Imprivata, Inc.
INFERENCE-BASED DETECTION OF PROXIMITY CHANGES	17/738,274 06-MAY-2022	Pending	Imprivata, Inc.
STRONG AUTHENTICATION VIA DISTRIBUTED STATIONS	18/500,205 02-NOV-2023	Pending	Imprivata, Inc.

## SCHEDULE B Trademarks

1.	Registered Trademarks	
None.		
2.	Trademark Applications	
None.		

# SCHEDULE C Copyrights

1.	Registered	Copyrights
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None.

2. Copyright Applications

None.

PATENT REEL: 068553 FRAME: 0814

**RECORDED: 08/12/2024**