

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: PATI498613

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
EMPYREAN MEDICAL SYSTEMS	09/09/2024
RECEIVING PARTY DATA	
Company Name:	SKINCURE ONCOLOGY LLC
Street Address:	200 South Frontage Road
Internal Address:	Suite 200
City:	Burr Ridge
State/Country:	ILLINOIS
Postal Code:	60527
PROPERTY NUMBERS Total: 8	
Property Type	Number
Patent Number:	10646726
Patent Number:	10607802
Patent Number:	11045667
Patent Number:	10350437
Patent Number:	11672491
Application Number:	10940334
Patent Number:	11642549
Patent Number:	11521820
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:	3128997277
Email:	ipdocket@mwe.com,jmcgee@mwe.com
Correspondent Name:	Mr. James Oehler
Address Line 1:	444 West Lake Street
Address Line 2:	40th Floor
Address Line 4:	Chicago, ILLINOIS 60606
ATTORNEY DOCKET NUMBER:	117473-0010
NAME OF SUBMITTER:	Jeanette McGee

PATENT

SIGNATURE:	Jeanette McGee
DATE SIGNED:	09/16/2024
	This document serves as an Oath/Declaration (37 CFR 1.63).
Total Attachments: 5 source=Empyrean_Second Amended and Restated Patent SecurityAgreement_SC#page1.tiff source=Empyrean_Second Amended and Restated Patent SecurityAgreement_SC#page2.tiff source=Empyrean_Second Amended and Restated Patent SecurityAgreement_SC#page3.tiff source=Empyrean_Second Amended and Restated Patent SecurityAgreement_SC#page4.tiff source=Empyrean_Second Amended and Restated Patent SecurityAgreement_SC#page5.tiff	

EXHIBIT E

SECOND AMENDED AND RESTATED PATENT SECURITY AGREEMENT

This SECOND AMENDED AND RESTATED PATENT SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, the "**Patent Security Agreement**"), dated as of the date hereof, 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 a Second Amended and Restated Technology Development Agreement, dated as of September 12, 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 a third party lender. 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 may collaterally assign the Agreement and all of its rights of any kind thereunder to a third party lender 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.

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: 950 Peninsula Corporate Cir, Suite
2016, Boca Raton, FL 33487

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

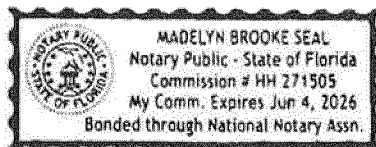
ACKNOWLEDGMENT

STATE OF FLORIDA)

) S.S.

COUNTY OF PALM BEACH)

I CERTIFY that on September, 9th 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

Title	Country / Region	App. No.	Filing Date	Patent No.	Issue Date
BEAM HARDENING FOR INTRAOPERATIVE RADIATION THERAPY USING A BALLOON APPLICATOR	US	US62/792479	January 15, 2019	NA	NA
BEAM HARDENING FOR INTRAOPERATIVE RADIATION THERAPY USING A BALLOON APPLICATOR	US	US16/742173	January 14, 2020	US11642549	May 9, 2023
REAL-TIME X-RAY DOSIMETRY IN INTRAOPERATIVE RADIATION THERAPY	US	US62/534010	July 18, 2017	NA	NA
REAL-TIME X-RAY DOSIMETRY IN INTRAOPERATIVE RADIATION THERAPY	US	US16/038807	July 18, 2018	US11045667	June 29, 2021
ROBOTIC INTRAOPERATIVE RADIATION THERAPY	US	US62/361715	July 13, 2016	NA	NA
ROBOTIC INTRAOPERATIVE RADIATION THERAPY	US	US15/649361	July 13, 2017	US10646726	May 12, 2020
ROBOTIC IORT X-RAY RADIATION SYSTEM WITH CALIBRATION WELL	US	US62/551417	August 29, 2017	NA	NA
ROBOTIC IORT X-RAY RADIATION SYSTEM WITH CALIBRATION WELL	US	US16/103241	August 14, 2018	US10350437	July 16, 2019
SYSTEMS AND METHODS FOR REAL TIME BEAM SCULPTING INTRA - OPERATIVE- RADIATION - THERAPY TREATMENT PLANNING	US	US62/865338	June 24, 2019	NA	NA
SYSTEMS AND METHODS FOR REAL TIME BEAM SCULPTING INTRA - OPERATIVE- RADIATION - THERAPY TREATMENT PLANNING	US	US16/657228	October 18, 2019	US10940334	March 9, 2021
SYSTEMS AND METHODS FOR REAL TIME BEAM SCULPTING IORT TREATMENT PLANNING	US	US62/748032	October 19, 2018	NA	NA
X-RAY SOURCE	US	US62/479455	March 31, 2017	NA	NA
THREE-DIMENSIONAL BEAM FORMING X-RAY SOURCE	US	US15/941547	March 30, 2018	US10607802	March 31, 2020
THREE-DIMENSIONAL BEAM FORMING X-RAY SOURCE	US	US16/836250	March 31, 2020	US11521820	December 6, 2022
THREE-DIMENSIONAL BEAM FORMING X-RAY SOURCE	US	US18/074705	December 5, 2022	US12027341	July 2, 2024
THREE-DIMENSIONAL BEAM FORMING X-RAY SOURCE	US	US18/598616	March 7, 2024	NA	NA
TOMOSYNTHESIS WITH A MULTIPURPOSE ROBOTIC X-RAY SYSTEM AND VOLUMETRIC IMAGE FUSING	US	US62/820452	March 19, 2019	NA	NA

Title	Country / Region	App. No.	Filing Date	Patent No.	Issue Date
FACILITATED BY DEEP LEARNING					
VALIDATION OF THERAPEUTIC RADIATION TREATMENT	US	US16/594806	October 7, 2019	US11672491	June 13, 2023

WPBDOCS 11147657 1