

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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Assignment ID: PATI654520

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Assignment of Security Interest in Patents
CONVEYING PARTY DATA	
Name	Execution Date
MACQUARIE CAPITAL FUNDING LLC	11/22/2024
RECEIVING PARTY DATA	
Company Name:	MACQUARIE PF SERVICES LLC
Street Address:	660 Fifth Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10103
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	8616200
Patent Number:	9072854
Patent Number:	8936023
CORRESPONDENCE DATA	
Fax Number:	6179799301
<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:	6179799376
Email:	christine.slattery@whitecase.com
Correspondent Name:	Christine Slattery, Sr. Legal Assist.
Address Line 1:	75 State Street
Address Line 2:	23rd Floor, White & Case LLP
Address Line 4:	Boston, MASSACHUSETTS 02109
ATTORNEY DOCKET NUMBER:	1894880.0006
NAME OF SUBMITTER:	Christine Slattery
SIGNATURE:	Christine Slattery
DATE SIGNED:	11/25/2024
Total Attachments: 4	
source=SunMed - Agent Assignment Agreement - Patents (Westmed)#page1.tiff	
source=SunMed - Agent Assignment Agreement - Patents (Westmed)#page2.tiff	
source=SunMed - Agent Assignment Agreement - Patents (Westmed)#page3.tiff	

ASSIGNMENT OF SECURITY INTEREST
IN PATENTS

ASSIGNMENT OF SECURITY INTEREST IN PATENTS (this “Assignment”) dated as of November 22, 2024, from MACQUARIE CAPITAL FUNDING LLC, as Administrative Agent for the Secured Parties (in such capacity as Administrative Agent, the “Existing Agent”), to MACQUARIE PF SERVICES LLC, as the successor Administrative Agent for the Secured Parties (together with its successors and assigns, the “Successor Agent”). All terms capitalized but not otherwise defined herein shall have the meanings as in the Assignment for Security – Patents as defined below.

W I T N E S S E T H:

WHEREAS, pursuant to that certain Assignment for Security - Patents, dated as of June 16, 2021, by WESTMED, INC., an Arizona corporation (the “Assignor”) in favor of the Existing Agent, recorded with the Patent Assignment Division of the United States Patent and Trademark Office on June 16, 2021 at Reel 056564, Frame 0550 (the “Assignment for Security - Patents”), the Assignor, granted a security interest to the Existing Agent for the benefit of the Secured Parties in certain Collateral including the Patents set forth on Schedule A hereto;

WHEREAS, the Existing Agent has assigned all of its rights, powers and privileges as Administrative Agent under the Assignment for Security - Patents to the Successor Agent; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon the terms set forth in this Assignment, the Existing Agent hereby acknowledges and agrees as follows:

1. Definitions. The term “Collateral” shall have the meaning ascribed to it in the Assignment for Security - Patents, and includes, without limitation, those items listed on Schedule A.
2. Assignment of Security Interest. The Existing Agent hereby assigns all of its rights, powers and privileges under the Assignment for Security – Patents, including those respecting the Collateral, to the Successor Agent.
3. Further Assurances. The Existing Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect this Assignment.
4. Recordation. The Existing Agent hereby requests and authorizes the Commissioner of Patents of the United States Patent and Trademark Office to record this Assignment against the Collateral.
5. Counterparts. This Assignment may be executed in counterparts (and by different parties hereto on 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 signature page to this Assignment by facsimile or other electronic

transmission shall be effective as delivery of a manually signed counterpart of this Assignment.

6. Governing Law. This Assignment shall be construed in accordance with and governed by the laws of the State of New York

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has executed this Assignment of Security Interest in Patents by its duly authorized officers as of the date first written above.


EXISTING AGENT:

MACQUARIE CAPITAL FUNDING LLC

By: 

Name: Kevin Hwang

Title: Authorized Signatory

By: 

Name: Courtney Mitchell

Title: Authorized Signatory

Accepted and Agreed:

SUCCESSOR AGENT:

MACQUARIE PF SERVICES LLC

By: 

Name: Kevin Hwang

Title: Authorized Signatory

By: 

Name: Courtney Mitchell

Title: Authorized Signatory

SCHEDULE A

U.S. Patent and Patent Applications

Owned by: Westmed, Inc.

Name	Jurisdiction	Application Number	Filing Date	Patent Number	Issue Date	Owner
Reservoir system for gas delivery to a patient	U.S.	12688295	2010-01-15	8616200	12/31/2016	Westmed, Inc.
Reservoir system for gas delivery to a patient	U.S.	13188793	2011-07-22	9072854	7/7/2015	Westmed, Inc.
Reservoir system for gas delivery to a patient	U.S.	13 804700	2013-03-14	8936023	1/20/2015	Westmed, Inc.

PATENT

REEL: 069439 FRAME: 0159

RECORDED: 11/25/2024