

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: PATI678996

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
Triple Ring Technologies, Inc.	12/06/2024
<b>RECEIVING PARTY DATA</b>	
<b>Company Name:</b>	SWK Funding LLC
<b>Street Address:</b>	5956 Sherry Lane, Suite 650
<b>City:</b>	Dallas
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	75225
<b>PROPERTY NUMBERS Total: 19</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	8520800
Patent Number:	8644452
Patent Number:	8848867
Patent Number:	8908828
Patent Number:	9186524
Patent Number:	9387049
Patent Number:	9439612
Patent Number:	9554767
Patent Number:	9767935
Patent Number:	9784696
Patent Number:	10194805
Patent Number:	10231687
Patent Number:	10282499
Patent Number:	11947878
Application Number:	18622492
Application Number:	63608425
Application Number:	63608433
PCT Number:	US2445422
PCT Number:	US2446814

**CORRESPONDENCE DATA****Fax Number:** 6175236850

*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:** 6175232700**Email:** susan.dinicola@hkclaw.com, stuart.foister@hkclaw.com**Correspondent Name:** Susan C. DiNicola**Address Line 1:** Holland & Knight LLP**Address Line 2:** 10 St. James Avenue**Address Line 4:** Boston , MASSACHUSETTS 02116

<b>ATTORNEY DOCKET NUMBER:</b>	136144.00089
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<b>NAME OF SUBMITTER:</b>	Susan DiNicola
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<b>SIGNATURE:</b>	Susan DiNicola
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<b>DATE SIGNED:</b>	12/06/2024
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**Total Attachments: 7**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of December 6, 2024 (as may be amended, restated, amended and restated, waived, supplemented, or otherwise modified from time to time, this “Agreement”), made by TRIPLE RING TECHNOLOGIES, INC., a California corporation (the “Grantor”), in favor of SWK FUNDING LLC, a Delaware limited liability company as agent (in such capacity, “Agent”) for the Lenders (as defined below) party to the Credit Agreement (as defined below).

### W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement, dated as of December 6, 2024 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among Triple Ring Technologies, Inc. (“Borrower”), Agent and the financial institutions party thereto from time to time as lenders (each a “Lender” and collectively, the “Lenders”), Agent and Lenders have agreed to make certain financial accommodations available to Borrower, and pursuant to that certain Guarantee and Collateral Agreement, dated on or about the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “Guarantee and Collateral Agreement”), by and among the Grantor, the other grantors party thereto from time to time, and Agent, Grantor has guaranteed the repayment of the amounts owed pursuant to the Credit Agreement and has granted a security interest to Agent, for the benefit of Agent and Lenders, in, among other things, all right, title and interest of such Grantor in, to and under all of such Grantor’s Intellectual Property (as defined in the Credit Agreement), whether now existing or hereafter arising or acquired as security for the Obligations; and

WHEREAS, the Grantor is the owner of the entire right, title and interest in, to and under the Intellectual Property listed on Schedule I hereto, as applicable, except as set forth therein.

NOW, THEREFORE, in consideration of the premises and to induce Agent and Lenders to enter into the Credit Agreement, the Grantor hereby agrees with Agent as follows:

#### 1. Defined Terms.

(a) Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Guarantee and Collateral Agreement.

#### (b) Other Definitional Provisions.

(i) The words “hereof,” “herein” and “hereunder” and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and section and paragraph references are to this Agreement unless otherwise specified.

(ii) The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms.

2. Grant of Security Interest. To secure the payment and performance of the Secured Obligations, Grantor hereby confirms and acknowledges that it has granted (and, to the extent not previously granted under the Guarantee and Collateral Agreement, does hereby grant) to Agent, for the benefit of Agent and Lenders, a lien and security interest in Grantor’s entire right, title and interest in its Intellectual Property and all proprietary rights relating to or arising from such Intellectual Property, in each

case whether now owned or hereafter acquired by Grantor, and including, without limitation, Grantor's right, title and interest in and to the Intellectual Property and proprietary rights identified on Schedule I attached hereto and made a part hereof, and the right to sue for past, present and future infringements and dilutions, and all rights corresponding thereto throughout the world, and the entire goodwill of Grantor's business connected with and symbolized by such Intellectual Property and all income, fees, royalties, proceeds and other payments at any time due or payable with respect to any of the foregoing (referred to collectively as the "**IP Collateral**"); provided, that the IP Collateral shall not include the Excluded Property. This Agreement is not to be construed as an assignment of any Intellectual Property.

3. **No Limitation; Loan Documents.** This Agreement has been executed and delivered by Grantor for the purpose of recording the security interest granted to Agent with respect to the IP Collateral with the United States Patent and Trademark Office, the United States Copyright Office, as well as with any similar office or department of any other foreign or domestic Governmental Authority. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to Agent, for the benefit of Agent and Lenders, under the Guarantee and Collateral Agreement and the other Loan Documents, and Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the IP Collateral made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement. The other Loan Documents (and all rights and remedies of Grantor, Agent, and Lenders thereunder) shall remain in full force and effect in accordance with their terms.

4. **Binding Effect; Benefits.** This Agreement shall be binding upon Grantor and its successors and assigns, and shall inure to the benefit of Agent, Lenders and their respective successors and assigns.

5. **GOVERNING LAW. THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE.**

6. **Counterparts; Electronic Signatures.** This Agreement may be executed in counterparts with the same effect as if all parties had executed the same document. All counterparts shall be construed together and shall constitute a single agreement. Further, the parties hereto consent and agree that this Agreement may be signed and/or transmitted by e-mail of any .pdf file, .jpeg file, or any other electronic or image file, or any "electronic signature" as defined under the U.S. Electronic Signatures in Global and National Commerce Act or the New York Electronic Signatures and Records Act, which includes any electronic signature provided using Orbit, Adobe Sign, DocuSign, or any other similar platform identified by the parties hereto and reasonably available at no undue burden or expense to the Agent), except to the extent the Agent requires otherwise. Any such electronic signatures shall be valid, effective and legally binding as if such electronic signatures were handwritten signatures and shall be deemed to have been duly and validly delivered for all purposes hereunder. No party hereto shall raise the use of e-mail or other electronic transmission to deliver a signature or the fact that any signature or agreement or amendment was transmitted or communicated through the use of e-mail or other electronic transmission as a defense to the formation or enforceability of a contract and each such party forever waives any such defense.

7. **Conflicting Terms.** In the event of any conflict or inconsistency between the terms of this Agreement and the terms of the Credit Agreement or the Guarantee and Collateral Agreement, as the case may be, the terms of the Credit Agreement or the Guarantee and Collateral Agreement, as applicable, shall control.

*[Remainder of page intentionally blank; signature page follows.]*

**IN WITNESS WHEREOF**, the parties have caused this Intellectual Property Security Agreement to be executed by its duly authorized representatives as of the date first above written.

**GRANTOR:**

**TRIPLE RING TECHNOLOGIES, INC.**, a California corporation

By: Joseph A Heanue  
boxSIGN Z4KYSW74-4LPVK79K

Name: Joesph A. Heanue

Title: President and Chief Executive Officer

**AGENT:**

**SWK FUNDING LLC**, a Delaware limited liability company, as Agent and a Lender

By: SWK Holdings Corporation, a Delaware corporation, its sole Manager

By: Joe Staggs  
Name: Joe D. Staggs  
Title: President and Chief Executive Officer

## Schedule I

### Patents

U.S. Patent Numbers 8,520,800, 8,644,452, 8,848,867, 8,908,828, 9,186,524, 9,387,049, 9,439,612, 9,554,767, 9,767,935, 9,784,696, 10,194,805, 10,231,687, 10,282,499, 11,947,878,

U.S. Serial Numbers 18/622,492, PCT/US2024/046814, PCT/US2024/045422, 63/608,425, 63/608,433

International Patents: DE 60 2011 073 541.1 UK 2 457 513

1. U.S. Patent Number 8,644,452 is jointly owned by the Borrower and Mark P. Carol.
2. Technology Development and License Agreement, dated as of July 10, 2012, by and between the Company and American Science & Engineering, Inc.
3. License Agreement, dated as of September 15, 2011, as amended, by and between the Company and NovarKay Medical, Inc.
4. License Agreement, dated as of May 22, 2014, by and between the Company and Morpho Detection LLC.
5. First Amended and Restated Technology Development Agreement, dated as of November 18, 2014, by and between the Company and American Science & Engineering, Inc.
6. Development Agreement, dated as of June 27, 2017, by and between the Company and Eagle Green Investors, LLC.



## Trademarks

Word Mark: TRIPLE RING TECHNOLOGIES

Serial Number: 86820253

Registration Number: 6153435

The Company registered the Triple Ring Technologies service mark in February 2007 and it expired in September 2013. The Company refilled for the Triple Ring Technologies service mark in November 2015.

**PATENT**

**REEL: 069515 FRAME: 0370**