### 508910338 12/09/2024

## **PATENT ASSIGNMENT COVER SHEET**

Electronic Version v1.1 Stylesheet Version v1.2 Assignment ID: PATI660721

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Execution Date
Q'APEL MEDICAL, INC.	11/26/2024

### **RECEIVING PARTY DATA**

Company Name:	MidCap Funding IV Trust
Street Address:	7255 Woodmont Ave., Suite 300
City:	Bethesda
State/Country:	MARYLAND
Postal Code:	20814

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

Property Type	Number
Application Number:	18649581
Application Number:	18379603
Application Number:	15545309
Application Number:	18774818
Application Number:	16323776
Application Number:	18774776

### **CORRESPONDENCE DATA**

**Fax Number:** 2026375910

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:** 2026375600

**Email:** IPTransactionsRecordations@hoganlovells.com

Correspondent Name: Michael Atkins

Address Line 1: Hogan Lovells US LLP
Address Line 2: 555 Thirteenth Street, NW

Address Line 4: Washington, DISTRICT OF COLUMBIA 20004

ATTORNEY DOCKET NUMBER:	36639.000164
NAME OF SUBMITTER:	MICHAEL BOWMAN
SIGNATURE:	MICHAEL BOWMAN
DATE SIGNED:	12/09/2024

PATENT 508910338 REEL: 069526 FRAME: 0876

# **Total Attachments: 7** source=MidCap - Q'apel - IPSA Supplement (RL)#page1.tiff source=MidCap - Q'apel - IPSA Supplement (RL)#page2.tiff source=MidCap - Q'apel - IPSA Supplement (RL)#page3.tiff

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**PATENT** REEL: 069526 FRAME: 0877

#### INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

This Intellectual Property Security Agreement Supplement is entered into as of the 26th day of November, 2024 by and among MIDCAP FUNDING IV TRUST, a Delaware statutory trust (in such capacity, together with its successors and assigns, "Agent"), Q'APEL MEDICAL, INC., a Delaware corporation ("Q'Apel Medical", and together with any other Person that joins this agreement as a Grantor, each a "Grantor" and collectively, the "Grantors").

#### RECITALS

- A. Grantors are party to that certain Intellectual Property Security Agreement, by and between Agent and the Grantors, dated as of August 17, 2022 (as the same may have been amended, modified or supplemented from time to time prior to the date hereof, the "Existing IP Security Agreement"; capitalized terms used herein are used as defined in the Existing IP Security Agreement);
- B. Grantors wish to amend the Existing IP Security Agreement by supplementing the Intellectual Property Collateral therein with the Intellectual Property listed on the exhibits hereto.
- NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Credit Agreement, each Grantor hereby represents, warrants, covenants and agrees as follows:

### **AGREEMENT**

To secure its obligations under the Credit Agreement, each Grantor grants and pledges to Agent, for the ratable benefit of the Lenders, a security interest in all of such Grantor's right, title and interest in, to and under its Intellectual Property (as defined in the Credit Agreement), including, without limitation, the following:

- (a) Any and all Copyrights, including without limitation those set forth on Exhibit A attached hereto, as such exhibit may be further amended, modified or supplemented from time to time;
- (b) Any and all Patents, including without limitation those set forth on <u>Exhibit B</u> attached hereto, as such exhibit may be further amended, modified or supplemented from time to time;
- (e) Any and all Trademarks, including without limitation those set forth on Exhibit C attached hereto, as such exhibit may be further amended, modified or supplemented from time to time;
- (f) Any and all Mask Works, including, without limitation those set forth on <u>Exhibit</u> <u>D</u> attached hereto, as such Exhibit may be amended, modified or supplemented from time to time;
- (g) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

Grantors hereby agree that the Intellectual Property listed on the exhibits hereto shall become a part of the Intellectual Property Collateral in the Existing IP Security Agreement and shall secure all Obligations in accordance with the terms of the Credit Agreement. The exhibits of the Existing IP Security Agreement shall be deemed amended to add the Intellectual Property listed on the exhibits to this IP Security Agreement Supplement. The rights and remedies of the Agent with respect to the security interests granted

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herein are without prejudice to, and are in addition to those set forth in the Credit Agreement and the Existing IP Security Agreement.

The provisions of the Existing IP Security Agreement regarding choice of law, jurisdiction, venue and jury trial waiver are incorporated herein and shall govern this Intellectual Property Security Agreement Supplement.

[Signature Page Follows]

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IN WITNESS WHEREOI	F, the Grantors have car	used this Intellectual F	Property Security Agreemen	nt
Supplement to be duly executed b	y its officers thereunto	duly authorized as of	the first date written above	e.

GRANTORS: Q'APEL MEDICAL, INC.

Name: Jodie Fam

Title: CEO

# EXHIBIT A

Copyrights

None.

# EXHIBIT B

## Patents

Title	Application No./ Patent No.	Filing Date / Issue Date	Owner	Status
ASPIRATION CATHETER WITH A TIP HAVING ENGAGEMENT EXTENSIONS AND METHODS OF USE	18/649,581	4/29/2024	Q'APEL MEDICAL, INC.	Pending
METHODS AND APPARATUS FOR CATHETERS, ADAPTABLE TIPS FOR CATHETERS, INCLUDING FOR ASPIRATION CATHETERS, AND ASPIRATION CATHETERS WITH ADJUSTABLE TIPS	18/379,603 11998225	10/12/2023 6/4/2024	Q'APEL MEDICAL, INC.	Issued
TUBULAR STRUCTURES WITH VARIABLE SUPPORT	15/545,309 12064572	7/20/2017 8/20/2024	Q'APEL MEDICAL, INC.	Issued
TUBULAR STRUCTURES WITH VARIABLE SUPPORT	18/774,818	7/16/2024	Q'APEL MEDICAL, INC.	Pending
TUBULAR STRUCTURES WITH VARIABLE SUPPORT	16/323,776 12076503	3/11/2021 9/3/2024	Q'APEL MEDICAL, INC.	Issued
TUBULAR STRUCTURES WITH VARIABLE SUPPORT	18/774,776	7/16/2024	Q'APEL MEDICAL, INC.	Pending

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PATENT REEL: 069526 FRAME: 0882

# EXHIBIT C

Trademarks

None.

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## EXHIBIT D

Mask Works

None.

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**RECORDED: 12/09/2024** 

PATENT REEL: 069526 FRAME: 0884