## 508935582 12/21/2024

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 Assignment ID: PATI712671

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Execution Date
MINNETRONIX MEDICAL, INC.	12/20/2024

## **RECEIVING PARTY DATA**

Company Name:	TEXAS CAPITAL BANK, as Administrative Agent	
Street Address:	1001 E. Lookout Drive	
Internal Address:	Tower A-4th Floor	
City:	Richardson	
State/Country:	TEXAS	
Postal Code:	75082	

## **PROPERTY NUMBERS Total: 2**

Property Type	Number	
Application Number:	14743652	
Application Number:	15184454	

### **CORRESPONDENCE DATA**

**Fax Number:** 4044435599

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:** (404)443-5647

**Email:** cfraser@mcguirewoods.com

Correspondent Name: Carol Fraser

Address Line 1: c/o McGuireWoods LLP

**Address Line 2:** 1075 Peachtree Street, 35th Floor

Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	Minnetronix 2067174.0055
NAME OF SUBMITTER:	Carol Fraser
SIGNATURE:	Carol Fraser
DATE SIGNED:	12/21/2024

### **Total Attachments: 5**

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PATENT 508935582 REEL: 069659 FRAME: 0436

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PATENT REEL: 069659 FRAME: 0437

#### PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of December 20, 2024, is made by each of the entities listed on the signature pages hereof (each a "<u>Grantor</u>" and collectively, the "<u>Grantors</u>") in favor of Texas Capital Bank, as administrative agent (in such capacity, together with its successors and permitted assigns, the "<u>Administrative Agent</u>") for the Lenders (as defined in the Credit Agreement referred to below).

### WITNESSETH:

WHEREAS, pursuant to the Amended and Restated Credit Agreement, dated as of December 20, 2024 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "<u>Credit Agreement</u>"), among **MM INTERMEDIATE, INC.**, a Delaware corporation ("<u>Holdings</u>"), **MINNETRONIX MEDICAL, INC.**, a Minnesota corporation (the "<u>Borrower</u>"), the other Loan Parties party thereto, the several banks and other financial institutions and lenders from time to time party thereto (the "<u>Lenders</u>"), and Texas Capital Bank, in its capacity as administrative agent (the "<u>Administrative Agent</u>") for the Lenders, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to the Amended and Restated Guarantee and Collateral Agreement of even date herewith in favor of the Administrative Agent (the "Guarantee and Collateral Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, all of the Grantors are party to the Guarantee and Collateral Agreement pursuant to which the Grantors are now required to execute and deliver this Patent Security Agreement;

- NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Administrative Agent as follows:
- <u>Section 1.</u> <u>Defined Terms</u>. Capitalized terms used herein without definition are used as defined in the Guarantee and Collateral Agreement.
- Section 2. Grant of Security Interest in Patent Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of the Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Lenders, and grants to the Administrative Agent for the benefit of the Lenders a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Patent Collateral"):
- (a) all of its Patents, including, without limitation, those pending and issued Patents referred to on <u>Schedule 1</u> hereto;
- (b) all reissues, reexaminations, continuations, continuations-in-part, divisionals and extensions of the foregoing; and
- (c) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

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Section 3. Guarantee and Collateral Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guarantee and Collateral Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Counterparts. This Patent Security Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 5. GOVERNING LAW. THIS PATENT SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[SIGNATURE PAGES FOLLOW]

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IN WITNESS WHEREOF, each Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

MINNETRONIX MEDICAL, INC., a Minnesota

corporation, as a Grantor)

By: \_\_\_\_\_\_\_Name: Jeremy Maniak

Title: President

TCB/MINNETRONIX PATENT SECURITY AGREEMENT SIGNATURE PAGE ACCEPTED AND AGREED as of the date first above written:

TEXAS CAPITAL BANK as Administrative Agent

Name: Heath Lipson Title: Executive Director

TCB/MINNETRONIX PATENT SECURITY AGREEMENT SIGNATURE PAGE

**PATENT** REEL: 069659 FRAME: 0441

# SCHEDULE I TO PATENT SECURITY AGREEMENT

Entity	Title	Patent Number	Patent Publication Number	Patent Application Number
Minnetronix	Devices and		US 2016-0051801 A1	14/743,652
Medical, Inc.	systems for			·
	access and			
	navigation of			
	cerebrospinal			
	fluid space			
Minnetronix	Introducer sheath		US 2017-0000361 A1	15/184,454
Medical, Inc.	and puncture tool			
	for the			
	introduction and			
	placement of a			
ı	catheter in tissue			

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**RECORDED: 12/21/2024** 

PATENT REEL: 069659 FRAME: 0442