

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: PATI741498

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
SLEEP DATA SERVICES LLC	12/17/2024
RECEIVING PARTY DATA	
Company Name:	COMERICA BANK
Street Address:	M/C 7578
Internal Address:	39200 SIX MILE RD.
City:	LIVONIA
State/Country:	MICHIGAN
Postal Code:	48152
PROPERTY NUMBERS Total: 7	
Property Type	Number
Patent Number:	9659159
Patent Number:	10503887
Patent Number:	9760703
Patent Number:	11080382
Patent Number:	10055565
Patent Number:	10223515
Application Number:	14547119
CORRESPONDENCE DATA	
Fax Number:	4048853900
<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:	4048853868
Email:	rusty.close@troutman.com
Correspondent Name:	Christopher C Close
Address Line 1:	TROUTMAN PEPPER LOCKE LLP
Address Line 2:	600 PEACHTREE STREET NE, SUITE 3000
Address Line 4:	ATLANTA, GEORGIA 30308
ATTORNEY DOCKET NUMBER:	260303.000028
NAME OF SUBMITTER:	Christopher Close
SIGNATURE:	Christopher Close

PATENT

DATE SIGNED:	01/08/2025
	This document serves as an Oath/Declaration (37 CFR 1.63).
Total Attachments: 6 source=Comerica_Sleep_Data_(Intellectual_Property_Security_Agreement_-_Sleep_Data_12-17-24)#page1.tiff source=Comerica_Sleep_Data_(Intellectual_Property_Security_Agreement_-_Sleep_Data_12-17-24)#page2.tiff source=Comerica_Sleep_Data_(Intellectual_Property_Security_Agreement_-_Sleep_Data_12-17-24)#page3.tiff source=Comerica_Sleep_Data_(Intellectual_Property_Security_Agreement_-_Sleep_Data_12-17-24)#page4.tiff source=Comerica_Sleep_Data_(Intellectual_Property_Security_Agreement_-_Sleep_Data_12-17-24)#page5.tiff source=Comerica_Sleep_Data_(Intellectual_Property_Security_Agreement_-_Sleep_Data_12-17-24)#page6.tiff	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") is entered into as of December 17, 2024 by and between COMERICA BANK, a Texas banking association ("Bank"), and SLEEP DATA SERVICES LLC, a Delaware limited liability company ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and among Bank, Grantor, SLEEP DATA HOLDINGS, LLC, a California limited liability company, and OPTISOM LLC, a Delaware limited liability company, dated as of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement).

B. Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in the Intellectual Property Collateral, including without limitation, certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral, including without limitation, the Intellectual Property Collateral.

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 Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights of Grantor for which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks record this Agreement.

This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Bank with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Agreement.

This 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 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 California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

SLEEP DATA SERVICES LLC
5471 Kearny Villa Road, Suite 200
San Diego, California 92123
Attn: Dave French, Chief Executive Officer

SLEEP DATA SERVICES LLC, a Delaware limited liability company

Signed by:

David French

By:

9D3FD877558E40E...

Name: David French

Title: Chief Executive Officer

BANK:

Address of Bank:

Comerica Bank
M/C 7578
39200 Six Mile Rd.
Livonia, Michigan 48152
Attn: National Documentation Services

COMERICA BANK, a Texas banking association

DocuSigned by:

Wyatt Giddings

By:

26E23888E6544B3...

Name: Wyatt Giddings

Title: Vice President

With a copy to:

Comerica Bank
10500 NE 8th Street, Suite 1905
Bellevue, Washington 98004
Attn: Wyatt Giddings

EXHIBIT A

Copyrights

No.	Description	Registration Number	Application Number
1.	None		

COPY VIEW

EXHIBIT B

Patents

No.	Description	Application Number	Registration Number
1.	Sleep Data Chain of Custody	14/827,151	9,659,159 (05/23/2017)
2.	Disorder Treatment Management System and Method	14/547,119 (11/18/2014)	
3.	Sleep Data Chain of Custody	16/292,256	10,503,887 (12/10/2019)
4.	Sleep Data Chain of Custody	15/481,362	9,760,703 (09/12/2017)
5.	Sleep Data Chain of Custody	16/698,844	11,080,382 (08/03/2021)
6.	Sleep Data Chain of Custody	15/646,052	10,055,565 (08/21/2018)
7.	Sleep Data Chain of Custody	16/105,905	10,223,515 (03/05/2019)

EXHIBIT C

Trademarks

No.	Description	Serial Number	Registration Number
1.	BECAUSE SLEEP MATTERS		4,581,059 (08/05/2014)
2.	BETTERNIGHT		5,886,222 (10/15/2019)