

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: PAT1743200

<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>
	OUTSET MEDICAL, INC.	01/08/2025
<b>RECEIVING PARTY DATA</b>		
<b>Company Name:</b>	PERCEPTIVE CREDIT HOLDINGS IV, LP	
<b>Street Address:</b>	51 Astor Place 10th Floor	
<b>City:</b>	New York	
<b>State/Country:</b>	NEW YORK	
<b>Postal Code:</b>	10003	
<b>PROPERTY NUMBERS Total: 36</b>		
<b>Property Type</b>	<b>Number</b>	
Patent Number:	8753515	
Patent Number:	8685251	
Patent Number:	7955504	
Patent Number:	8137554	
Patent Number:	8273245	
Patent Number:	8801922	
Patent Number:	8501009	
Patent Number:	8524086	
Patent Number:	8419945	
Patent Number:	8128822	
Patent Number:	9138687	
Patent Number:	9328969	
Patent Number:	9402945	
Patent Number:	9504777	
Patent Number:	9545469	
Patent Number:	9579440	
Patent Number:	9895480	
Patent Number:	10105476	
Patent Number:	10668201	
Patent Number:	11305040	

PATENT

Property Type	Number
Patent Number:	11534537
Patent Number:	11724013
Patent Number:	11951241
Application Number:	16138441
Application Number:	16295676
Application Number:	16550042
Application Number:	17244672
Application Number:	17244684
Application Number:	17395281
Application Number:	17522778
Application Number:	17607637
Application Number:	17485249
Application Number:	17028130
Application Number:	18874742
Application Number:	18766615
Application Number:	18728723

**CORRESPONDENCE DATA**

**Fax Number:**

*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:** (800)221-0102

**Email:** ipteam@cogencyglobal.com

**Correspondent Name:** Khadijah Sampson

**Address Line 1:** 1025 Connecticut Ave NW, Suite 712

**Address Line 2:** COGENCY GLOBAL INC.

**Address Line 4:** Washington, DISTRICT OF COLUMBIA 20036

<b>ATTORNEY DOCKET NUMBER:</b>	2621479KSTM
<b>NAME OF SUBMITTER:</b>	Khadijah Sampson
<b>SIGNATURE:</b>	Khadijah Sampson
<b>DATE SIGNED:</b>	01/15/2025

**Total Attachments: 6**

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**PATENT SECURITY AGREEMENT**

This PATENT SECURITY AGREEMENT, dated as of January 8, 2025 (“*Patent Security Agreement*”), made by each of the signatories hereto (together with any other entity that may become a party hereto as provided herein, the “*Patent Grantors*”), is in favor of Perceptive Credit Holdings IV, LP, as collateral agent (in such capacity, the “*Collateral Agent*”) for the Secured Parties.

W I T N E S S E T H:

WHEREAS, the Patent Grantors are party to a Security Agreement dated as of January 8, 2024 (the “*Security Agreement*”) in favor of the Collateral Agent, pursuant to which the Patent Grantors are required to execute and deliver this Patent Security Agreement (capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Security Agreement);

WHEREAS, pursuant to the terms of the Security Agreement, each Patent Grantor has created in favor of the Collateral Agent a security interest in, and the Collateral Agent has become a secured creditor with respect to, the Patent Collateral (as defined below);

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent and the Lenders to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Patent Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of the following property now owned or at any time hereafter acquired by such Patent Grantor or in which such Patent Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “*Patent Collateral*”), as collateral security for the complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of all Secured Obligations:

(a) all Patents of such Patent Grantor, including, without limitation, the registered and applied-for Patents of such Grantor listed on **Schedule 1** attached hereto;

(b) to the extent not covered by **clause (a)**, all Proceeds of any of the foregoing;  
and

(c) to the extent not covered by **clause (a)**, all causes of action arising prior to or after the date hereof for infringement of any of the Patents.

The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Patent Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Patents made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Patent Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

Each Patent Grantor hereby authorizes and requests that the Commissioner of Patents and Trademarks record this Patent Security Agreement.

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

This Patent Security Agreement may be executed by one or more of the parties to this Patent Security Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Patent Security Agreement by facsimile transmission or electronic transmission (in PDF format) shall be effective as delivery of a manually executed counterpart hereof.

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IN WITNESS WHEREOF, each Patent Grantor has caused this PATENT SECURITY AGREEMENT to be executed and delivered by its duly authorized officer as of the date first above written.

OUTSET MEDICAL, INC.

By: Nabeel Ahmed  
Name: Nabeel Ahmed  
Title: Chief Financial Officer

Accepted and Agreed:

PERCEPTIVE CREDIT HOLDINGS IV, LP, as Collateral Agent

By: PERCEPTIVE CREDIT OPPORTUNITIES GP, LLC, its general partner

By \_\_\_\_\_  
Name:  
Title:

By \_\_\_\_\_  
Name:  
Title:

[Signature Page to Patent Security Agreement]

IN WITNESS WHEREOF, each Patent Grantor has caused this PATENT SECURITY AGREEMENT to be executed and delivered by its duly authorized officer as of the date first above written.

OUTSET MEDICAL, INC.

By: \_\_\_\_\_  
Name:  
Title:

Accepted and Agreed:

PERCEPTIVE CREDIT HOLDINGS IV, LP, as Collateral Agent

By: PERCEPTIVE CREDIT OPPORTUNITIES GP, LLC, its general partner

By   
Name: Sandeep Dixit  
Title: Chief Credit Officer

By   
Name: Sam Chawla  
Title: Portfolio Manager

**PATENTS**Patent Registrations and Applications

Patent	Reg. No. (App. No.)	Reg. Date (App. Date)	Owner
8753515	12/795498	06/07/2010	OUTSET MEDICAL, INC.
8685251	12/960426	12/03/2016	OUTSET MEDICAL, INC.
	18/728723	01/12/2023	OUTSET MEDICAL, INC.
7955504	11/243937	10/04/2008	OUTSET MEDICAL, INC.
8137554	13/068037	04/29/2011	OUTSET MEDICAL, INC.
8273245	13/292903	11/09/2011	OUTSET MEDICAL, INC.
8801922	12/795444	06/07/2010	OUTSET MEDICAL, INC.
8501009	12/795382	06/07/2010	OUTSET MEDICAL, INC.
8524086	13/068/038	04/29/2011	OUTSET MEDICAL, INC.
8419945	13/412597	03/05/2012	OUTSET MEDICAL, INC.
8128822	11/576804	10/06/2005	OUTSET MEDICAL, INC.
9138687	13/965720	08/13/2013	OUTSET MEDICAL, INC. OREGON STATE UNIVERSITY
9328969	13/645336	10/12/2012	OUTSET MEDICAL, INC.
9402945	14/821325	08/07/2015	OUTSET MEDICAL, INC.
9504777	14/821307	08/07/2015	OUTSET MEDICAL, INC.
9545469	15/225712	08/01/2016	OUTSET MEDICAL, INC.
9579440	14/821349	08/07/2015	OUTSET MEDICAL, INC.
9895480	14/309494	06/19/2014	OUTSET MEDICAL, INC.
10105476	14/808827	07/24/2015	OUTSET MEDICAL, INC.
10668201	15/865547	01/09/2018	OUTSET MEDICAL, INC.
11305040	14/821362	08/07/2015	OUTSET MEDICAL, INC.
11534537	16/325664	08/21/2017	OUTSET MEDICAL, INC.
11724013	17/028130	09/22/2020	OUTSET MEDICAL, INC.
11951241	18/059181	11/28/2022	OUTSET MEDICAL, INC.
20190022293 (Pat. Pending)	16/138441	09/21/2018	OUTSET MEDICAL, INC. OREGON STATE UNIVERSITY
20190201604 (Pat. Pending)	16/295676	03/07/2019	OUTSET MEDICAL, INC.
20200061273 (Pat. Pending)	16/550042	08/23/2019	OUTSET MEDICAL, INC.
20210244869 (Pat. Pending)	17/244672	04/29/2021	OUTSET MEDICAL, INC.
20210252204 (Pat. Pending)	17/244684	04/29/2021	OUTSET MEDICAL, INC.
20220040389 (Pat. Pending)	17/395281	08/05/2021	OUTSET MEDICAL, INC.

20220143285 (Pat. Pending)	17/522778	11/09/2021	OUTSET MEDICAL, INC.
20220203004 (Pat. Pending)	17/607637	04/30/2020	OUTSET MEDICAL, INC.
20240100232 (Pat. Pending)	17/485249	09/15/2021	OUTSET MEDICAL, INC.
11724013	17/028130	09/22/2020	OUTSET MEDICAL, INC.
	18/874742	06/14/2021	OUTSET MEDICAL, INC.
	18/766615	07/08/2024	OUTSET MEDICAL, INC.

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