ETAS ID: TM713879

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement (Credit Agreement)

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
ALYDIA HEALTH, INC.		07/30/2021	Corporation: DELAWARE

### **RECEIVING PARTY DATA**

Name:	JPMorgan Chase Bank, N.A., as Collateral Agent
Street Address:	CIB DMO WLO
Internal Address:	Mail Code: ny1-c413
City:	Brooklyn
State/Country:	NEW YORK
Postal Code:	11245-0001
Entity Type:	National Banking Association: UNITED STATES

#### **PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Registration Number:	5939716	ALYDIA HEALTH
Registration Number:	5939718	JADA

## CORRESPONDENCE DATA

Fax Number: 2127514864

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: 2129061216

Email: angela.amaru@lw.com

Correspondent Name: Latham & Watkins LLP c/o Angela M. Amaru

Address Line 1: 1271 Avenue of the Americas Address Line 4: New York, NEW YORK 10020

ATTORNEY DOCKET NUMBER:	045494-0398
NAME OF SUBMITTER:	Angela M. Amaru
SIGNATURE:	/s/ Angela M. Amaru
DATE SIGNED:	03/11/2022

#### **Total Attachments: 11**

source=Alydia - Intellectual Property Security Agreement (Credit Agreement) (Executed)\_104704893\_4

(002)#page1.tif

source=Alydia - Intellectual Property Security Agreement (Credit Agreement) (Executed) 104704893 4

(002)#page2.tif

- source=Alydia Intellectual Property Security Agreement (Credit Agreement) (Executed)\_104704893\_4 (002)#page3.tif
- source=Alydia Intellectual Property Security Agreement (Credit Agreement) (Executed)\_104704893\_4 (002)#page4.tif
- source=Alydia Intellectual Property Security Agreement (Credit Agreement) (Executed)\_104704893\_4 (002)#page5.tif
- source=Alydia Intellectual Property Security Agreement (Credit Agreement) (Executed)\_104704893\_4 (002)#page6.tif
- source=Alydia Intellectual Property Security Agreement (Credit Agreement) (Executed)\_104704893\_4 (002)#page7.tif
- source=Alydia Intellectual Property Security Agreement (Credit Agreement) (Executed)\_104704893\_4 (002)#page8.tif
- source=Alydia Intellectual Property Security Agreement (Credit Agreement) (Executed)\_104704893\_4 (002)#page9.tif
- source=Alydia Intellectual Property Security Agreement (Credit Agreement) (Executed)\_104704893\_4 (002)#page10.tif
- source=Alydia Intellectual Property Security Agreement (Credit Agreement) (Executed)\_104704893\_4 (002)#page11.tif

# INTELLECTUAL PROPERTY SECURITY AGREEMENT

dated as of

July 30, 2021

among

ALYDIA HEALTH, INC., as the Grantor

and

JPMORGAN CHASE BANK, N.A., as Collateral Agent

## Schedules

SCHEDULE A	United States Patents and Patent Applications
SCHEDI II E R	United States Trademarks and Trademark Applicat

United States Trademarks and Trademark Applications United States Copyrights, Copyright Applications and Exclusive Copyright Licenses SCHEDULE C

#### INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "IP Security Agreement") dated as of July 30, 2021, is made by ALYDIA HEALTH, INC., a Delaware corporation (the "Grantor") in favor of JPMORGAN CHASE BANK, N.A., as Collateral Agent (the "Collateral Agent") for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement (as defined below) and the Security Agreement (as defined below) referred to therein.

WHEREAS, the Lead Borrower, the Co-Borrower, JPMorgan Chase Bank, N.A., as Administrative Agent, Collateral Agent and an L/C Issuer, each other L/C Issuer from time to time party thereto and each Lender from time to time party thereto have entered into that certain Senior Secured Credit Agreement dated as of June 2, 2021 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), pursuant to which the Lenders have severally agreed to make Loans and the L/C Issuers to issue Letters of Credit to the Borrowers upon the terms and subject to the conditions therein.

WHEREAS, as a condition precedent to the making of the Loans by the Lenders and the issuance of any Letters of Credit by the L/C Issuers under the Credit Agreement, the Grantor has executed and delivered that certain Security Agreement dated as of June 2, 2021 among the Grantor from time to time party thereto and the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time in accordance with the terms thereof, the "Security Agreement").

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain Intellectual Property (as defined in the Security Agreement) of the Grantor, and has agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

- I. <u>Grant of Security</u>. Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in all of such Grantor's right, title and interest in and to the following (the "<u>IP Collateral</u>"):
  - A. all United States Patents and Patent Applications set forth in Schedule A hereto;
  - B. all United States Trademarks and Trademark Applications set forth in Schedule B hereto; and
  - C. all United States Copyrights, Copyright Applications and Exclusive Copyright Licenses set forth in Schedule C hereto;

<u>provided</u> that each of the foregoing clauses (A) through (C) is subject to the proviso of Section 3.01(a) of the Security Agreement.

- II. <u>Security for Obligations</u>. The grant of a security interest in the IP Collateral by the Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to the Grantor, the payment of all amounts that constitute part of the secured Obligations and that would be owed by such Grantor to any Secured Party under the Loan Documents but for the fact that such secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.
- III. <u>Recordation</u>. This IP Security Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office and the United States Copyright Office. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks record this IP Security Agreement.
- IV. <u>Execution in Counterparts</u>. This IP Security Agreement may be executed in any number of 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.
- V. <u>Grants, Rights and Remedies</u>. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the IP Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.
- VI. <u>GOVERNING LAW</u>. THIS IP SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.
- VII. <u>JURISDICTION</u>. ANY LEGAL ACTION OR PROCEEDING ARISING UNDER THIS IP SECURITY AGREEMENT OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS IP SECURITY AGREEMENT, OR THE TRANSACTIONS RELATED THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, MAY BE BROUGHT IN THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK CITY OR OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF SUCH STATE, AND BY EXECUTION AND DELIVERY OF THIS IP SECURITY AGREEMENT, EACH GRANTOR AND THE COLLATERAL AGENT CONSENTS, FOR

ITSELF AND IN RESPECT OF ITS PROPERTY, TO THE NON-EXCLUSIVE JURISDICTION OF THOSE COURTS. THE GRANTOR AND THE COLLATERAL AGENT IRREVOCABLY WAIVE ANY OBJECTION, INCLUDING ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS, WHICH IT MAY NOW OR HEREAFTER HAVE TO THE BRINGING OF ANY ACTION OR PROCEEDING IN SUCH JURISDICTION IN RESPECT OF THIS IP SECURITY AGREEMENT OR OTHER DOCUMENT RELATED THERETO.

VIII. Severability. In case any one or more of the provisions contained in this IP Security Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Intellectual Property Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this IP Security Agreement as of the day and year first above written.

ALYDIA H as Grantor	EALTH, INC.,
ву: 10	W/2
Nam	e: Faye C. Brown
Title	Secretary
JPMORGA as Collatera	N CHASE BANK, N.A., Agent
By:	
Nam	e;
Title	

IN WITNESS WHEREOF, the parties hereto have duly executed this IP Security Agreement as of the day and year first above written.

<b>ALY</b> as Gr	DIA HEALTH, INC., antor
By:	Name France C. Danasan
	Name: Faye C. Brown Title: Secretary
	ORGAN CHASE BANK, N.A., ollateral Agent
By:	<u> </u>
	Name: Maurice Dattas

Title: Vice President

# SCHEDULE A

# United States Patents and Patent Applications

See Attached.

# SCHEDULE B

# United States Trademarks and Trademark Applications

See Attached.

# SCHEDULE C

<u>United States Copyrights, Copyright Applications and Exclusive Copyright Licenses</u>

None.

Pending					(0.7)	Aug 22, 201	3,034,778	Canada	UTERINE HEMORRHAGE CONTROLLING SYSTEM AND METHOD		Otility - NSPCT	14677-701.CA0
Published				May 21, 2019	017	Aug 22, 201	BR112019003632-6	8razil	UTERINE HEMORRHAGE CONTROLLING SYSTEM AND METHOD		Utility - NSPCT	14677-701.880
Pending					(0.7)	Aug 22, 2017	2017316656	Australia	UTERINE HEMORRHAGE CONTROLLING SYSTEM AND METHOD		utility - MSPCT	14677-701.AU0
Completed				Mar 1, 2018	AUE 22, 2017 WO 2018/039250	Aug 22, 21	PC1/US2017/048043	PCI	UTERINE HEMORRHAGE CONTROLLING SYSTEM AND METHOD	PDS-PCT	Utility - ORG	14677-701.600
Published				Mar 1, 2018	AUR 22, 2017 US-2018-0058523-A1	Aug 22, 20	15/683,561	United States of America	UTERINE HEMORRHAGE CONTROLLING SYSTEM AND METHOD	Pta-US	onlity - ORG	14677-701.200
Expired					016	Aug 24, 2016	62/378,889	United States of America	UTERINE HEMORRHAGE CONTROLLING SYSTEM AND METHOD	PD3-PRV	Prov - ORG	14877-701.100
Issued		bec 5, 2016	2014 11201405627W	Oct 30, 2014 1:	013	Mar 14, 2013	11201405627W	Singapore	UTERINE HEMORRHAGE CONTROLLING SYSTEM AND METHOD	P12-56	Othry - MSPCT	14677-700.SG0
Issued		Apr 8, 2016	911083	Apr 27, 2015 5911083	Mar 14, 2013 2015-812275	Mar 14, 2t	2015-500625	Japan	UTERINE HEMORRHAGE CONTROLLING SYSTEM AND METHOD	PD2-JP	Otility - NSPCT	14677-700.100
Issued		Feb 12, 2020	825479	Jan 21, 2015 2825479	013 2825479	Mar 14, 2013	13761088.7	italy	UTENINE HEMORRHAGE CONTROLLING SYSTEM AND METHOD		Utility - EPPAT	14677-700.110
lssued		Feb 12, 2020	825479	Jan 21, 2015 2825479	Mar 14, 2013 2825479	Mar 14, 2L	13761088.7	United Kingdom	UTERINE HEMORRHAGE CONTROLLING SYSTEM AND METHOD		Utility - EPPAT	14677-700.GBD
Issued		Feb 12, 2020	825479	Jan 21, 2015 2825479	Mar 14, 2013 2825479	Mar 14, 20	13761088.7	france	UTERINE HEMORRHAGE CONTROLLING SYSTEM AND METHOD		utility - EPPAT	14677-700.FR0
lssued		Feb 12, 2020	825479	Jan 21, 2015 2825479	Mar 14, 2013 2825479	Mar 14, 20	13761088.7	Spain	UTERINE HEMORRHAGE CONTROLLING SYSTEM AND METHOD		Utility - EPPAT	14677-700.ES0
bsued		Feb 12, 2020	825479	Jan 21. 2015 2825479	Mar 14, 2013   2825479	Mar 14, 20	13761088.7	European Patent Office	UTERINE HEMORRHAGE CONTROLLING SYSTEM AND METHOD	P02-EP	Utility - NSPCT	14577-700.EPO
lssued		Feb 12, 2020	825479	Jan 21, 2015 2825479	013 2825479	Mar 14, 2013	13761088.7	Germany	UTERINE HEMORRHAGE CONTROLLING SYSTEM AND METHOD		Utility - EPPAT	14677-700.DE0
Issued		Sep 14, 2016	Dec 24, 2014 21201380014217.1	Dec 24, 2014 2	Mar 14, 2013 CN104245535A	Mar 14, 20	201380014217.1	China	UTERINE HEMORRHAGE CONTROLLING SYSTEM AND METHOD	PO2-CN	Utility - NSPCT	14677-700.CN0
Pending				Jun 20, 2017	013	Mar 14, 2013	BR1120140227063	8razil	UTERINE HEMORRHAGE CONTROLLING SYSTEM AND METHOD	P02-BR	Utility - NSPCT	14677-700.BR0
Completed				Sep 19. Z013	Mar 14, 2013 WO 2013/138625	Mar 14, 20	PCT/USZ013/031508	bСI	UTERINE HEMORRHAGE CONTROLLING SYSTEM AND METHOD	PD2-PCT	Utility - ORG	14577-700.600
lssued		Sep 4, 2018	2013 10,064,651	Sep 19, 2013 1	Mar 14, 2013 US-2013-0245637-A1	Mar 14, 20	13/827,579	United States of America	UTERINE HEMORRHAGE CONTROLLING SYSTEM AND METHOD	P02-US	Utility - CIP	14677-700.500
Published				Jul 18. 2019	Mar 27, 2019 US-2019-0216SD4-A1	Mar 27, 20	16/367,068	United States of America	UTERINE HEMORRHAGE CONTROLLING SYSTEM AND METHOD		Unlity - CON	14677-700.302
Published				Mar 21, 2019	ы 13, 2018 US-2019-0083132-A1	Jul 13, 20	16/035,543	United States of America	UTERINE HEMORRHAGE CONTROLLING SYSTEM AND METHOD	P02-US3	Otility - CON	14677-700.301
Issued		Sep 8, 2015	2014 9,125.686	Mar 13. 2014 9.	No.v 12, 2013 US-2014-0074110-A1	Nov 12, 20	14/078,257	United States of America	UTERINE HEMORRHAGE CONTROLLING SYSTEM AMD METHOD	P02-US2	usiliy - coN	14677-700.300
ssued		Jan 24, 2017	2012/9,550,014	Sep 19, 2012 9,	Mar 15, 2012 US-2013-0248581-A1	Mar 15, 20	13/420,871	United States of America	POSTPARTUM UTERINE CONTRACTILE APPARATUS AND METHOD	PO) -US	Otlliny - ORG	14677 700.200
May 14, 2019 Registered	1475274				019	Мау 14, 2019	A0086017	International Bureau (WIPO) [Protocol Extensions: European Union: Granted. United Kingdom: Granted.	YGV		Trademark - ORG	14677-601.WO0
May 14, 2019 Registered	UK00801476274				019	May 14, 2019	UK00801476274	United Kingdom	JADA		Trademark - BX-COMP	14677-601.GBW
Dec 17, 2019 Registered					018	Nov 26, 2018	88/205,241	United States of America	JADA		Trademark - ORG	14577-501.200
Dec 17, 2019 Registered	Apr 30, 20195,939,716	Section 1			018	Nov 26, 2018	88/205,299	United States of America	ALYDIA HEALTH	100	Trademark - ORG	14677-600.200
TOSTRATION DATE STATUS			PATENT NUMBER	888	PURITION NUMBER	DATE SHED	AP R RO	COUNTRY		CHANTEL NO	PARTER TYPE	5

ATTORNEY DOCKET		200	777.2	COLUNTRY	00 H NO		PUBLICATION NUMBERS	NIGHT CATTON DATE DATENT NUMBER	0000 0000 0000 0000 0000 0000 0000 0000 0000	TRADEMASK	TRADEMARK RESISTRATION TRAD	TRADEMARK	9
14677-701.CN0	Utility - NSPCT		ME HEMORRHAGE CONTROLLING M AND METHOD	Chine	2503.3	22, 2017		119		l:			Published
14677-701,EP0	Utility - NSPCT		UTERINE HEMORRHAGE CONTROLLING SYSTEM AND METHOD	European Patent Office	17844298.4	Aug 22, 2017 2503789	503789	มส่ 3. 2019					Published
14677-701.HK0	Utility - CONF		UTERINE HEMORRHAGE CONTROLLING SYSTEM AND METHOD	Hong Kong	62020000861.8	Aug 22, 2017 40011225A	0011225A	Jul 19, 2020					Published
14677-701.JP0	Utility - NSPCT		UTERINE HEMORRHAGE CONTROLLING SYSTEM AND METHOD	Japan	2019-531864	Aug 22, 2017							Pending
14677-701.KR0	Utility - NSPCT		UTERINE HEMORRHAGE CONTROLLING SYSTEM AND METHOD	Republic of Kores	10-2019-7008345	Aug 22, 20171	Aug 22, 2017 10-2019-0049751	May 9, 2019					Published
14677-701.MX0	Utility - NSPCT		UTERINE HEMORRHAGE CONTROLLING SYSTEM AND METHOD	Mexico	MX/8/2019/002110	Aug 22, 2017						<del>-</del> -	Pending
14677-701.360	Utility - NSPCT		UTERINE HEMORRHAGE CONTROLLING SYSTEM AND METHOD	Singapore	11201901451W	Aug 22, 2017						<del> </del>	Pending
14677-702.100	Prov - ORG	PD4-US/PRV	POSTPARTUM UTERINE HEMORRHAGE DEVICE United States of America	United States of America	62/777,642	Dec 10, 2018							Expired
14677-702.101	Prov - ORG		POSTPARTUM UTERINE HEMORRHAGE DEVICE United States of America	United States of America	62/961,233	Jun 13, 2019							Expired
14677-702.600	Utility - ORG		POSTPARTUM UTERIME HEMORRHAGE DEVICE PCT	PCI	PC1/U2019/065504	Dec 10, 2019 v	Dec 10, 2019 WO 2020/123525	Jun 18, 2020				9	Published
14677-703.100	Prov - ORG		UTERINE HEMORRHAGE CONTROLLING SYSTEM AND METHOD	United States of America	62/878,255	Jul 24, 2019							Expired
14677-703.500	Utility - CIP		UTERINE HEMORRHAGE CONTROWING SYSTEM AND METHOD	United States of America	15/938,769	Jul 24, 2020 l	Jul 24, 2020 US-2020-0352602-A1	Nev 12, 2020					Published
14677-703.600	Urillity - ORG		UTERINE HEMORRHAGE CONTROLLING SYSTEM AND METHOD	bСI	PCT/US2020/043510	Jul 24, 2020\	Jul 24, 2020 WO 2021/016564	Jan 28. 2021					Published

TRADEMARK REEL: 007657 FRAME: 0271

**RECORDED: 03/11/2022**