

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM433543

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
OUTSET MEDICAL, INC.		06/30/2017	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Perceptive Credit Holdings, LP		
<b>Street Address:</b>	51 Astor place, 10th floor		
<b>Internal Address:</b>	c/o Perceptive Advisors LLC		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10003		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4941772	TABLO	
<b>Serial Number:</b>	87071099	TABLO SELF CARE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7037607777		
<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>			
<b>Phone:</b>	7037607360		
<b>Email:</b>	hcheng@mofo.com		
<b>Correspondent Name:</b>	Hsiao-Ting Cheng		
<b>Address Line 1:</b>	1650 Tysons Boulevard, Suite 400		
<b>Address Line 2:</b>	Morrison & Foerster LLP		
<b>Address Line 4:</b>	McLean, VIRGINIA 22102		
<b>ATTORNEY DOCKET NUMBER:</b>	72295-24		
<b>NAME OF SUBMITTER:</b>	Steven J. Bleiberg		
<b>SIGNATURE:</b>	/Steven J. Bleiberg/		
<b>DATE SIGNED:</b>	06/30/2017		
<b>Total Attachments: 5</b>			
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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of June 30, 2017 (“*Trademark Security Agreement*”), made by each of the signatories hereto (together with any other entity that may become a party hereto as provided herein, the “*Trademark Grantors*”), is in favor of Perceptive Credit Holdings, 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 Trademark Grantors are party to a Security Agreement, dated as June 30, 2017 (the “*Security Agreement*”) in favor of the Collateral Agent, pursuant to which the Trademark Grantors are required to execute and deliver this Trademark 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 Trademark 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 Trademark 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 Trademark 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 Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “*Trademark 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 Trademarks of such Trademark Grantor, including, without limitation, the registered and applied-for Trademarks 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;

(c) to the extent not covered by **clause (a)**, the goodwill of the businesses with which the Trademarks are associated; and

(d) 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 Trademarks or unfair competition regarding the same.

In no event shall the Trademark Collateral include any application for registration of a Trademark filed on an intent-to-use basis, solely to the extent that the grant of a security interest in any such trademark application would materially adversely affect the validity or enforceability of the resulting trademark registration or result in cancellation or termination of, or

otherwise invalidate, such trademark application; provided that immediately upon the time at which the consequences described in the foregoing shall no longer exist, the Trademark Collateral shall include, and the applicable Trademark Grantor shall be deemed to have granted a security interest in, all of such Trademark Grantor's right, title and interest in such Trademark

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

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

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

This Trademark Security Agreement may be executed by one or more of the parties to this Trademark 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 Trademark 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 Trademark Grantor has caused this TRADEMARK SECURITY AGREEMENT to be executed and delivered by its duly authorized officer as of the date first above written.

**OUTSET MEDICAL, INC.**

By: Leslie Trigg  
Name: Leslie Trigg  
Title: Chief Executive Officer

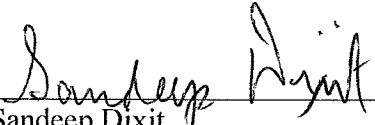
[Signature Page to Trademark Security Agreement]

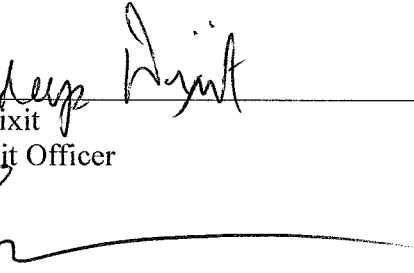
**TRADEMARK**  
**REEL: 006097 FRAME: 0101**

Accepted and Agreed:

**PERCEPTIVE CREDIT HOLDINGS, 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

## TRADEMARKS

### Trademark Registrations and Applications

Registered or applications pending:

<u>Country</u>	<u>Trademark</u>	<u>Status</u>	<u>Application date &amp; no.</u>	<u>Reg. date &amp; no.</u>	<u>Owner</u>
USA	TABLO	Registered	9/18/2013 – 86067927	4/19/2016 – 4941772	Outset Medical, Inc.
USA	TABLO SELF CARE	Pending	6/14/2016 - 87071099	n/a	Outset Medical, Inc.

ny-1287229

RECORDED: 06/30/2017

TRADEMARK  
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