

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM506234

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ProSomnus Sleep Technologies, Inc.		01/15/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	William G. Dickerson		
Street Address:	9720 Highbridge Drive		
City:	Las Vegas		
State/Country:	NEVADA		
Postal Code:	89134		
Entity Type:	INDIVIDUAL: UNITED STATES		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	5322027	PROSOMNUS SLEEP TECHNOLOGIES	
Registration Number:	5282348	PROSOMNUS SLEEP TECHNOLOGIES	
Registration Number:	5206297		
Registration Number:	5206296	PROSOMNUS	
Registration Number:	4642632	MICRO2	
Registration Number:	5171839	MICRO2	
Registration Number:	5532184	LEADER IN PRECISION OAT	
Serial Number:	87813798	SLEEP-BREATHE-REFRESH	
Serial Number:	87469073	PROSOMNUS [O2]	
Serial Number:	87469070	ASK FOR THE O2 DEVICE	
CORRESPONDENCE DATA			
Fax Number:			
<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:	617-973-6152		
Email:	alan.chow@arentfox.com		
Correspondent Name:	Alan L Chow		
Address Line 1:	800 Boylston Street, 32nd Floor		
Address Line 2:	Arent Fox LLP		

OP \$265.00 5322027

Address Line 4: Boston, MASSACHUSETTS 02199

NAME OF SUBMITTER: Alan L. Chow

SIGNATURE: /Alan L Chow/

DATE SIGNED: 01/16/2019

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “Agreement”), dated as of the 15th day of January, 2019, by and between ProSomnus Sleep Technologies, Inc., a Delaware corporation with a principal place of business at 5860 West Las Positas Boulevard, Suite 25, Pleasanton, California 94588 (the “Debtor”), and William G. Dickerson, an individual with an address at 9720 Highbridge Drive, Las Vegas, Nevada 89134 (the “Secured Party” and together with the Debtor, the “Parties”),

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

1. Grant of Security. The Debtor hereby pledges and grants to the Secured Party a security interest in and to all of the right, title and interest of such Debtor in the following, wherever located, and whether now existing or hereafter arising or acquired from time to time, and all products and proceeds therefrom (the “Collateral”):
 - (a) All of the Debtor’s right, title and interest in and to all patents, patent applications and like protections, whether registered or unregistered, including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including the patents and patent applications set forth on Schedule 1 attached hereto and incorporated by reference, and all foreign counterparts, together with the goodwill of the business symbolized by the foregoing and all rights to any causes of action for and claims for damages by reason of infringement of any of such patents, patent applications and like protections, past, present and future, wherever located and whether arising prior to or after the date hereof, and any and all other rights arising out of or otherwise relating thereto and all proceeds thereof, such as, by way of example and not by limitation, license royalties and proceeds of infringement suits.
 - (b) All of the Debtor’s right, title and interest in and to all trademark and service mark rights and like protections, whether registered or unregistered, including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including the trademark and service mark applications set forth on Schedule 2 attached hereto and incorporated by reference, and all foreign counterparts, together with the goodwill of the business symbolized by the foregoing and all rights to any causes of action for and claims for damages by reason of infringement of any of such trademark and service mark applications and like protections, past, present and future, wherever located and whether arising prior to or after the date hereof, and any and all other rights arising out of or otherwise relating thereto and all proceeds thereof, such as, by way of example and not by limitation, license royalties and proceeds of infringement suits.
2. Recordation. The Debtor authorizes the Commissioner for Patents and Trademarks and any other government officials to record and register this Agreement upon request by the Secured Party.
3. Security Agreement. This Agreement has been entered into pursuant to and in conjunction that certain Security Agreement of even date herewith between the Debtor and the Secured Party as may be amended, restated and/or substituted (the “Security Agreement”), which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein to the extent of such conflict or inconsistency. The rights and remedies of the Secured Party with respect to the Collateral are as provided by the Security Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. Successors and Assigns; Governing Law. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement shall be construed under the laws of the State of Nevada, without regard to its conflict of laws provisions.

[SIGNATURES FOLLOW ON NEXT PAGE]

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

DEBTOR:

PROSOMNUS SLEEP TECHNOLOGIES, INC.



By: _____

(Signature)

Len Liptak

(Print or type name)

its: Chief Executive Officer

(Title or Capacity)



WITNESS

NAME: William S. Johnson

SECURED PARTY:

William G. Dickerson

WITNESS

NAME:

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

DEBTOR:

PROSOMNUS SLEEP TECHNOLOGIES, INC.

By: _____

(Signature)

Len Liptak

(Print or type name)

its: Chief Executive Officer

(Title or Capacity)

WITNESS
NAME:

SECURED PARTY:

William G. Dickerson
William G. Dickerson

WITNESS
NAME:



SCHEDULE 1

LIST OF PATENTS

TITLE	COUNTRY	APP. NO.	PAT. NO.	FILING DATE
MANDIBULAR ADVANCEMENT DEVICE	USA	15/416,666	9,949,868	Jan. 26, 2017
MANDIBULAR ADVANCEMENT DEVICE	USA	14/809,208	9,820,882	Jul. 25, 2015
AUTOMATED METHOD OF MANUFACTURING ORAL APPLIANCES	USA	15/416,715	9,808,327	Jan. 26, 2017
MANDIBULAR ADVANCEMENT DEVICE	USA	15/913,548		Mar. 6, 2018
MANDIBULAR ADVANCEMENT DEVICE	USA	15/987,816		May 23, 2018
MANDIBULAR ADVANCEMENT DEVICE WITH GUIDE CHANNEL	USA	15/727,508		Oct. 6, 2017
ASSYMETRICAL MANDIBULAR ADVANCEMENT DEVICES		62/663,873		Apr. 27, 2018
COMPUTER AIDED DESIGN MATRIX FOR THE MANUFACTURE OF DENTAL DEVICES	USA	15/651,874		Jul. 17, 2017
AUTOMATED METHOD OF MANUFACTURING ORAL APPLIANCES	USA	15/789,582		Oct. 20, 2017
FIN SLEEVES FOR A MANDIBULAR ADVANCEMENT DEVICE AND METHODS OF USING THE SAME	PCT	PCT/US17/15530		Jan. 29, 2017

SCHEDULE 2

LIST OF TRADEMARKS

MARK	COUNTRY	APP./REG. NO.	STATUS
 PROSOMNUS SLEEP TECHNOLOGIES	USA	5,322,027	Registered
 PROSOMNUS SLEEP TECHNOLOGIES	USA	5,282,348	Registered
	USA	5,206,297	Registered
PROSOMNUS	USA	5,206,296	Registered
MicrO ₂	USA	4,642,632	Registered
MICRO2	USA	5,171,839	Registered
LEADER IN PRECISION OAT	USA	5,532,184	Registered
SLEEP-BREATHE-REFRESH	USA	87/813,798	Pending
PROSOMNUS [O2]	USA	87/469,073	Pending
ASK FOR THE O2 DEVICE	USA	87/469,070	Pending