

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM599641

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
West Affum Holdings Corp.		09/24/2020	exempted company incorporated with limited liability: CAYMAN ISLANDS
RECEIVING PARTY DATA			
Name:	Kennedy Lewis Management LP, as Agent		
Street Address:	80 Broad Street, 22nd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10004		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5897446	ASSURE	
Registration Number:	5897447		
Registration Number:	6096734	ASSURE	
CORRESPONDENCE DATA			
Fax Number:	2138918763		
<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>			
Email:	rhonda.deleon@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	355 South Grand Avenue		
Address Line 4:	Los Angeles, CALIFORNIA 90071-1560		
ATTORNEY DOCKET NUMBER:	064383-0006		
NAME OF SUBMITTER:	Rhonda DeLeon		
SIGNATURE:	/Rhonda DeLeon/		
DATE SIGNED:	09/25/2020		
Total Attachments: 11			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (“Agreement”) dated as of September 24, 2020, is made by WEST AFFUM HOLDINGS CORP., an exempted company incorporated with limited liability in the Cayman Islands, and each other grantor signatory hereto (individually and collectively, the “Grantor”), in favor of KENNEDY LEWIS MANAGEMENT LP, a Delaware limited partnership, in its capacity as collateral agent for the Lenders (as defined below) (together with its successors and assigns, “Agent”).

RECITALS

A. Grantor has entered into a Loan and Security Agreement with certain financial institutions party thereto (the “Lenders”) and Agent, in its capacity as collateral agent for itself and the Lenders, dated as of the date hereof (as amended, restated, or otherwise modified from time to time, the “Loan Agreement”). All capitalized terms used but not defined herein shall have the respective meanings given to them in the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Agent for its benefit and the benefit of the Lenders 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.

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, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure its obligations under the Loan Agreement, Grantor grants and pledges to Agent for its benefit and the benefit of the Lenders a security interest in all of Grantor’s right, title and interest in, to and under its intellectual property constituting Collateral (all of which shall collectively be called the “Intellectual Property Collateral”), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the “Copyrights”);

(b) Any and all trade secrets, including, without limitation, any rights to unpatented inventions, know how, operating manuals, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, re-examination certificates, utility models, extensions, and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “Patents”);

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto, excluding, for the avoidance of doubt, any intent to use trademarks, (collectively, the “Trademarks”);

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired (collectively, the “Mask Works”);

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Agent.

3. Loan Documents. 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 the parties 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.

4. Execution in Counterparts. This Agreement and any amendments, waivers, consents or supplements hereto may be executed in any number of counterparts, and by different parties hereto in separate counterparts, each of which when so delivered shall be deemed an original, but all of which counterparts shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile, portable document format (.pdf) or other electronic transmission will be as effective as delivery of a manually executed counterpart hereof.

5. Successors and Assigns. The provisions of this Agreement shall inure to the benefit of the parties hereto and their respective successors and assigns. Grantor shall not assign its obligations under this Agreement without Agent’s express prior written consent, and any such attempted assignment shall be void and of no effect. Agent may assign, transfer, or endorse its rights hereunder pursuant to the terms of the Loan Agreement without prior notice to Grantor, and all of such rights shall inure to the benefit of Agent’s successors and assigns.

6. Governing Law. This Agreement has been negotiated and delivered to Agent in the State of New York, and shall have been accepted by Agent in the State of New York. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of New York, excluding conflict of laws principles that would cause the application of laws of any other jurisdiction.

7. Electronic Execution of Certain Other Documents. The words “execution,” “execute”, “signed,” “signature,” and words of like import in or related to any document to be signed in connection with this Agreement and the transactions contemplated hereby (including without limitation assignments, assumptions, amendments, waivers and consents) shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Agent, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

[Signature page follows.]

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

GRANTOR:

WEST AFFUM HOLDINGS CORP.

By: 

Name: Brian Webster

Title: Director

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 007061 FRAME: 0538

AGENT:

KENNEDY LEWIS MANAGEMENT LP



By: _____

Name: Anthony Pasqua

Title: Partner

EXHIBIT A

Copyrights

None.

EXHIBIT B

U.S. Patent Applications

Pub. No.	Country	Title	Owner of Record
20140058469	US	Pulse Detection Using Patient Physiological Signals	West Affum Holdings Corp.
20150173689	US	Pulse Detection Using Patient Physiological Signals	West Affum Holdings Corp.
20160067499	US	Pulse Detection Using Patient Physiological Signals	West Affum Holdings Corp.
20160074667	US	Wearable Cardiac Defibrillator System Diagnosing Differently Depending On Motion	West Affum Holdings Corp.
20180093102	US	Wearable Cardioverter Defibrillator (WCD) With Power-Saving Function	West Affum Holdings Corp.
20180099148	US	External Defibrillation With Automatic Post-Shock Anti-Tachycardia (APSAT) Pacing	West Affum Holdings Corp.
20200230428	US	WCD System Prioritization Of Alerts Based On Severity And/Or Required Timeliness Of User Response	West Affum Holdings Corp.
20200215343	US	Wearable Monitor System Computing Patient Heart Rate By Multiplying ECG Signals From Different Channels	West Affum Holdings Corp.
20200164217	US	Wearable Cardioverter Defibrillator (WCD) System Making Shock/No Shock Determinations From Multiple Patient Parameters	West Affum Holdings Corp.
20200155861	US	Wearable Medical System To Monitor A Patient Parameter	West Affum Holdings Corp.
20200147368	US	Controlling Functions Of Wearable Cardiac Defibrillation System	West Affum Holdings Corp.
20200121938	US	Wearable Cardiac Defibrillator (WCD) System Controlling Conductive Fluid Deployment	West Affum Holdings Corp.
20200069954	US	Wearable Cardioverter Defibrillator (WCD) System Using Sensor Modules With Reassurance Code For Confirmation Before Shock	West Affum Holdings Corp.
20200069953	US	Wearable Medical Device (WMD) Implementing Adaptive Techniques To Save Power	West Affum Holdings Corp.
20200046962	US	Wearable Cardioverter Defibrillator (WCD) With ECG Preamp Having Active Input Capacitance Balancing	West Affum Holdings Corp.
20200030616	US	Network-Accessible Data About Patient With Wearable Cardiac Defibrillator System	West Affum Holdings Corp.
20200027568	US	Physician House Call Portal	West Affum Holdings Corp.
20200023190	US	Wearable Cardiac Defibrillator System Authenticating Person Actuating Cancel Switch	West Affum Holdings Corp.
20200001098	US	Wearable Cardioverter Defibrillator (WCD) System Informing Patient That It Will Not Shock Responsive To Just-Self-Terminated Cardiac Arrhythmia	West Affum Holdings Corp.

U.S. Issued Patents

Patent No.	Country	Title	Owner of Record
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Patent No.	Country	Title	Owner of Record
8838236	US	Wearable Cardiac Defibrillator System With Anti-Bradyarrhythmia Pacing & Methods	West Affum Holdings Corp.
8838235	US	Wearable Defibrillator System Communicating Via Mobile Communication Device	West Affum Holdings Corp.
8965501	US	Sequential Stacked Capacitor Defibrillator And Waveform Generated Therefrom	West Affum Holdings Corp.
9079045	US	Wearable Defibrillator System Communicating Via Mobile Communication Device	West Affum Holdings Corp.
9089685	US	Wearable Defibrillator With A Multivector Shock Waveform	West Affum Holdings Corp.
9155903	US	Wearable Cardiac Defibrillator Receiving Inputs By Being Deliberately Tapped & Methods	West Affum Holdings Corp.
9237858	US	Detecting Loss Of Full Skin Contact In Patient Electrodes	West Affum Holdings Corp.
9317729	US	RFID-Based Sensing Of Changed Condition	West Affum Holdings Corp.
9339663	US	Wearable Cardiac Defibrillator System Emitting CPR Prompts	West Affum Holdings Corp.
9345898	US	Wearable Cardiac Defibrillator System Controlling Conductive Fluid Deployment	West Affum Holdings Corp.
9352166	US	Wearable Cardiac Defibrillator System Sounding To Bystanders In Patient's Own Voice	West Affum Holdings Corp.
9393437	US	Pressure Resistant Conductive Fluid Containment	West Affum Holdings Corp.
9403027	US	Wearable Cardiac Defibrillator Receiving Inputs By Being Deliberately Tapped & Methods	West Affum Holdings Corp.
9402988	US	Wearable Medical System With Stretch-Cable Assembly	West Affum Holdings Corp.
D764670	US	Portable Defibrillator	West Affum Holdings Corp.
9445740	US	Patient Signal Sensing Device	West Affum Holdings Corp.
9539437	US	Wearable Cardiac Defibrillator System Sensing Being Touched By Bystander	West Affum Holdings Corp.
9539436	US	Wearable Cardiac Defibrillator System Not Delivering Shock Upon Hearing Preset Delaying Word From Bystander	West Affum Holdings Corp.
9592403	US	Wearable Cardioverter Defibrillator (WCD) System Making Shock/No Shock Determinations From Multiple Patient Parameters	West Affum Holdings Corp.
9604070	US	External Defibrillation With Automatic Post-Shock Anti-Tachycardia (APSAT) Pacing	West Affum Holdings Corp.
9700733	US	Wearable Cardiac Defibrillator System With Impedance Measurement Circuit To Control Conductive Fluid Deployment	West Affum Holdings Corp.
9700225	US	Wearable Medical System With Stretch-Cable Assembly	West Affum Holdings Corp.
9757581	US	Wearable Cardioverter Defibrillator Components Making Aggregate Shock/No Shock Determination From Two Or More ECG Signals	West Affum Holdings Corp.

Patent No.	Country	Title	Owner of Record
9757579	US	Wearable Cardioverter Defibrillator (WCD) System Informing Patient That It Is Validating Just-Detected Cardiac Arrhythmia	West Affum Holdings Corp.
9757576	US	Reliable Readiness Indication For A Wearable Defibrillator	West Affum Holdings Corp.
9789327	US	Wearable Cardiac Defibrillator Receiving Inputs By Being Deliberately Tapped & Methods	West Affum Holdings Corp.
9795782	US	RFID-Based Sensing Of Changed Condition	West Affum Holdings Corp.
9827431	US	Wearable Defibrillator With No Long-Term ECG Monitoring	West Affum Holdings Corp.
9833631	US	Pressure Resistant Conductive Fluid Containment	West Affum Holdings Corp.
9833607	US	Wearable Cardiac Defibrillation System With Flexible Electrodes	West Affum Holdings Corp.
9878173	US	Wearable Cardiac Defibrillator System Delivering Shock Upon Hearing Preset Ready Word From Bystander	West Affum Holdings Corp.
9889313	US	External Defibrillation With Automatic Post-Shock Anti-Tachycardia (Apsat) Pacing Based On Pre-Shock ECG	West Affum Holdings Corp.
9895548	US	Wearable Cardiac Defibrillator (WCD) System Controlling Conductive Fluid Deployment Per Impedance Settling At Terminal Value	West Affum Holdings Corp.
9950184	US	Wearable Cardiac Defibrillator System Sounding Louder If Sensing No Bystander Nearby	West Affum Holdings Corp.
9987496	US	Wearable Cardiac Defibrillator (WCD) Poking The Patient When Not Ready For Use	West Affum Holdings Corp.
10016614	US	Wearable Cardioverter Defibrillator (WCD) System Making Shock/No Shock Determinations By Aggregating Aspects Of Multiple Patient Parameters	West Affum Holdings Corp.
10016613	US	Wearable Cardiac Defibrillator System Long-Term Monitoring Alternating Patient Parameters Other Than ECG	West Affum Holdings Corp.
10022551	US	Wearable Defibrillator With No Long-Term ECG Monitoring	West Affum Holdings Corp.
10022062	US	Detecting Loss Of Full Skin Contact In Patient Electrodes	West Affum Holdings Corp.
D825060	US	Portable Defibrillator Carrier	West Affum Holdings Corp.
10080886	US	Wearable Cardiac Defibrillation System With Flexible Electrodes	West Affum Holdings Corp.
10105547	US	Wearable Cardioverter Defibrillator (WCD) Causing Patient's QRS Width To Be Plotted Against The Heart Rate	West Affum Holdings Corp.
10155110	US	Controlling Functions Of Wearable Cardiac Defibrillation System	West Affum Holdings Corp.
10179246	US	Wearable Cardioverter Defibrillator (WCD) System Using Security Nfc Tag For Uploading Configuration Data	West Affum Holdings Corp.

Patent No.	Country	Title	Owner of Record
10213612	US	Visual And Aural User Interface For An Automated External Defibrillator	West Affum Holdings Corp.
10265535	US	Pressure Resistant Conductive Fluid Containment	West Affum Holdings Corp.
10322291	US	Wearable Cardioverter Defibrillator (WCD) System With Isolated Patient Parameter Component	West Affum Holdings Corp.
10426966	US	Wearable Cardioverter Defibrillator (WCD) System Informing Patient That It Will Not Shock Responsive To Just-Self-Terminated Cardiac Arrhythmia	West Affum Holdings Corp.
10426964	US	Wearable Cardiac Defibrillator System Emitting CPR Prompts For Bystander	West Affum Holdings Corp.
10449370	US	Network-Accessible Data About Patient With Wearable Cardiac Defibrillator System	West Affum Holdings Corp.
10471252	US	Performing And Pausing Functions Of Wearable Cardiac Defibrillation System	West Affum Holdings Corp.
10478631	US	Wearable Cardioverter Defibrillator (WCD) System Using Sensor Modules With Reassurance Code For Confirmation Before Shock	West Affum Holdings Corp.
10500403	US	WCD System Validating Detected Cardiac Arrhythmias Thoroughly So As To Not Sound Loudly Due To Some Quickly Self-Terminating Cardiac Arrhythmias	West Affum Holdings Corp.
10507331	US	Wearable Cardiac Defibrillator System Controlling Conductive Fluid Deployment	West Affum Holdings Corp.
10543375	US	Wearable Medical System Monitoring Blood-Related Parameter	West Affum Holdings Corp.
10543377	US	Wearable Cardioverter Defibrillator (WCD) System Making Shock/No Shock Determinations By Aggregating Aspects Of Patient Parameters	West Affum Holdings Corp.
10589109	US	Wearable Cardioverter Defibrillator (WCD) System Computing Patient Heart Rate By Multiplying ECG Signals From Different Channels	West Affum Holdings Corp.
10632302	US	Wearable Cardiac Defibrillation System With Electrode Assemblies Having Pillow Structure	West Affum Holdings Corp.

EXHIBIT C

U.S. Registered Trademarks

Mark	Jurisdiction	Registration No.	Owner
ASSURE	US	5897446	West Affum Holdings Corp.
Design Only	US	5897447	West Affum Holdings Corp.
ASSURE	US	6096734	West Affum Holdings Corp.