

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM794747

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ALYDIA HEALTH, INC.		02/27/2023	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:	4 CMC, Brooklyn		
State/Country:	NEW YORK		
Postal Code:	11245-0001		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	97571482		
CORRESPONDENCE DATA			
Fax Number:	2024576315		
<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:	202-457-6000		
Email:	ip-squiretm@squirepb.com		
Correspondent Name:	Hannah E. Zapfe		
Address Line 1:	Squire Patton Boggs (US) LLP		
Address Line 2:	2550 M Street, NW		
Address Line 4:	Washington, D.C. 06103		
ATTORNEY DOCKET NUMBER:	124851.00008		
NAME OF SUBMITTER:	Hannah E. Zapfe		
SIGNATURE:	/Hannah Zapfe/		
DATE SIGNED:	03/15/2023		
Total Attachments: 9			
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SUPPLEMENTAL INTELLECTUAL PROPERTY SECURITY AGREEMENT

dated as of

February 27, 2023

among

ALYDIA HEALTH, INC.,
as the Grantor

and

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

Supplemental Schedules

SUPPLEMENTAL SCHEDULE A United States Patents and Patent Applications
SUPPLEMENTAL SCHEDULE B United States Trademarks and Trademark Applications
SUPPLEMENTAL SCHEDULE C United States Copyrights, Copyright Applications and
Exclusive Copyright Licenses

SUPPLEMENTAL INTELLECTUAL PROPERTY SECURITY AGREEMENT

This SUPPLEMENTAL INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “IP Security Agreement Supplement”) dated as of February 27, 2023, 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 and the other grantors 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, the Grantor has executed and delivered that certain Intellectual Property Security Agreement, dated as of July 30, 2021, among the Grantors 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 “IP 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 Supplement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

WHEREAS, this IP Security Agreement Supplement supplements the IP Security Agreement to add certain collateral thereto.

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

I. Grant of Security. 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 “IP Collateral”):

A. all United States Patents and Patent Applications set forth in Supplemental Schedule A hereto;

B. all United States Trademarks and Trademark Applications set forth in Supplemental Schedule B hereto; and

C. all United States Copyrights, Copyright Applications and Exclusive Copyright Licenses set forth in Supplemental Schedule C hereto;

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

II. Security for Obligations. The grant of a security interest in the IP Collateral by the Grantor under this IP Security Agreement Supplement supplements the security interest granted under the IP Security Agreement and, in conjunction therewith, 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 Supplement 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. Recordation. This IP Security Agreement Supplement 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 Supplement.

IV. Execution in Counterparts. This IP Security Agreement Supplement 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. Grants, Rights and Remedies. This IP Security Agreement Supplement 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 Supplement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

VI. GOVERNING LAW. THIS IP SECURITY AGREEMENT SUPPLEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

VII. JURISDICTION. ANY LEGAL ACTION OR PROCEEDING ARISING UNDER THIS IP SECURITY AGREEMENT SUPPLEMENT 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 SUPPLEMENT, 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 SUPPLEMENT, 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 SUPPLEMENT OR OTHER DOCUMENT RELATED THERETO.

VIII. Severability. In case any one or more of the provisions contained in this IP Security Agreement Supplement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement and 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.

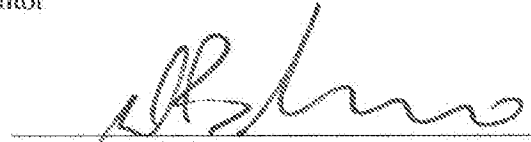
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IN WITNESS WHEREOF, the parties hereto have duly executed this IP Security Agreement Supplement as of the day and year first above written.

ALYDIA HEALTH, INC.,
as Grantor

By: _____


Name: Joseph Promo
Title: Treasurer

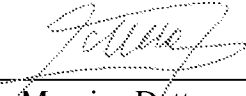
JPMORGAN CHASE BANK, N.A.,
as Collateral Agent

By: _____

Name:
Title:

{Signature Page to IP Security Agreement Supplement (Alydia 2023)}

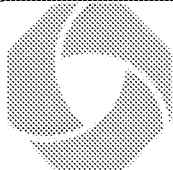
JPMORGAN CHASE BANK, N.A.,
as Collateral Agent

By: 
Name: Maurice Dattas
Title: Vice President

SUPPLEMENTAL SCHEDULE AUnited States Patents and Patent Applications

<u>Company/Grantor</u>	<u>Title</u>	<u>Filing Date/Issued Date</u>	<u>Status</u>	<u>Application No.</u>	<u>Patent No.</u>
Alydia Health, Inc.	UTERINE HEMORRHAGE CONTROLLING SYSTEM AND METHOD	02/25/2022 (filed)	Pending	17/681,700	
Alydia Health, Inc.	UTERINE HEMORRHAGE CONTROLLING SYSTEM AND METHOD	11/3/2022 (filed)	Pending	18/052,358	
Alydia Health, Inc.	UTERINE HEMORRHAGE CONTROLLING SYSTEM AND METHOD	1/12/2022 (filed) [PCT application filed 7/24/2020 as PCT / US2020 / 043510]	Pending	17/626,529	
Alydia Health, Inc.	POSTPARTUM UTERINE HEMORRHAGE DEVICE	6/8/2021 (filed) [PCT application filed 12/10/2019 as PCT / US2019 / 065504]	Pending	17/311,724	

SUPPLEMENTAL SCHEDULE BUnited States Trademarks and Trademark Applications

<u>Company/Grantor</u>	<u>Title</u>	<u>Filing Date/Issued Date</u>	<u>Status</u>	<u>Application No.</u>	<u>Registration No.</u>
Alydia Health, Inc.		8/30/2022 (filed)	Pending	97571482	

SUPPLEMENTAL SCHEDULE C

United States Copyrights, Copyright Applications and Exclusive Copyright Licenses

None.