

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM845356

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement (Subordinated)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PROSOMNUS, INC.		10/11/2023	Corporation:
PROSOMNUS HOLDINGS, INC.		10/11/2023	Corporation:
PROSOMNUS SLEEP TECHNOLOGIES, INC.		10/11/2023	Corporation:
RECEIVING PARTY DATA			
Name:	WILMINGTON TRUST, NATIONAL ASSOCIATION, as Collateral Agent		
Street Address:	50 South Sixth Street, Suite 1290		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	National Association: DELAWARE		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Serial Number:	97684803	OXYMETRX	
Serial Number:	97552487	PATIENT PREFERRED OSA THERAPY	
Serial Number:	97840981	MG6	
Serial Number:	97716479	EVO2	
Serial Number:	97711702	EVO2	
Serial Number:	90135814	EVO	
Serial Number:	87806107	LEADER IN PRECISION OAT	
Serial Number:	87362525	PROSOMNUS SLEEP TECHNOLOGIES	
Serial Number:	87060482		
Serial Number:	87060480	PROSOMNUS SLEEP TECHNOLOGIES	
Serial Number:	87060475	PROSOMNUS	
Serial Number:	86196271	MICRO2	
Serial Number:	86167893	MICRO2	
CORRESPONDENCE DATA			
Fax Number:	4159472099		

CH \$340.00 97684803

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: 4159472169
Email: qluflood@wsgr.com
Correspondent Name: Wilson Sonsini Goodrich & Rosati, P.C.
Address Line 1: One Market Plaza, Spear Tower, Suite 330
Address Line 4: San Francisco, CALIFORNIA 94105

ATTORNEY DOCKET NUMBER:	65794.009
NAME OF SUBMITTER:	Qui Lu Flood
SIGNATURE:	/Qui Lu Flood/
DATE SIGNED:	10/11/2023

Total Attachments: 17

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of October 11, 2023 by and between WILMINGTON TRUST, NATIONAL ASSOCIATION, as collateral agent (“Collateral Agent”), and PROSOMNUS, INC. (the “Borrower”), PROSOMNUS HOLDINGS, INC. (“Holdings”) and PROSOMNUS SLEEP TECHNOLOGIES, INC. (“PST” and, collectively with the Borrower and Holdings, the “Grantors”).

RECITALS

A. Grantors have entered into that certain Subordinated Security Agreement (the “Agreement”), dated October 11, 2023, by and between Grantors and Collateral Agent. Capitalized terms used herein but not otherwise defined have the meaning set forth in the Agreement. Pursuant to the Agreement, Grantors shall grant to Collateral Agent a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantors under the Indenture and the Guarantee.

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

AGREEMENT

To secure its obligations under the Indenture, each Grantor grants and pledges to Collateral Agent a security interest in all of such Grantor’s right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Collateral Agent for the Secured Parties under the Indenture. The rights and remedies of Collateral Agent with respect to the security interest granted hereby are in addition to those set forth in the Indenture and the other Transaction Documents, and those which are now or hereafter available to Collateral Agent for the Secured Parties, as a matter of law or equity. Each right, power and remedy of Collateral Agent provided for herein or in the Indenture or any of the Transaction Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Collateral Agent of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Indenture or any of the other Transaction Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, of any or all other rights, powers or remedies.

Each Grantor hereby authorizes (but does not obligate) Collateral Agent to file and/or record, in the relevant office(s), including the United States Patent and Trademark Office and the

United States Copyright Office, this Intellectual Property Security Agreement and any and all amendments and/or modifications hereto, including to the Exhibit attached hereto from time to time, and other documents, without the signatures of Grantors either in Collateral Agent's name or in the name of Collateral Agent as Collateral Agent and attorney-in-fact for Grantors.

This Intellectual Property Security Agreement is subject to that certain Amended and Restated Intercreditor Agreement dated as of October 11, 2023 (as amended, amended and restated, supplemented or otherwise modified, from time to time, in accordance with the terms thereof and of the Indenture, the "Intercreditor Agreement"), by and among the Borrower, the subsidiary guarantors party thereto, Wilmington Trust, National Association, as collateral agent for the December 2022 Junior Secured Parties (as defined therein), Wilmington Trust, National Association, as collateral agent for the September 2023 Junior Secured Parties (as defined therein), Wilmington Trust, National Association, as collateral agent for the December 2022 Senior Secured Parties (as defined therein), and Wilmington Trust, National Association, as collateral agent for the September 2023 Senior Secured Parties (as defined therein), and each party hereto shall be bound by said Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Intellectual Property Security Agreement, the terms of the Intercreditor Agreement shall govern and control.

Section 20 (Miscellaneous) of the Agreement is incorporated herein by this reference as though set forth in full.

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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.

GRANTORS:

PROSOMNUS, INC.

Signature: _____ **Brian Dow** _____
Print Name: Brian L. Dow
Title: Chief Financial Officer

Address:
5860 W. Las Positas Blvd., Suite 25,
Pleasanton, CA 94588

PROSOMNUS HOLDINGS, INC.

Signature: _____ **Brian Dow** _____
Print Name: Brian L. Dow
Title: Chief Financial Officer

Address:
5860 W. Las Positas Blvd., Suite 25,
Pleasanton, CA 94588

PROSOMNUS SLEEP TECHNOLOGIES, INC.

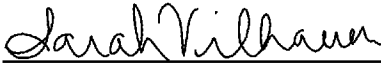
Signature: _____ **Brian Dow** _____
Print Name: Brian L. Dow
Title: Chief Financial Officer

Address:
5860 W. Las Positas Blvd., Suite 25,
Pleasanton, CA 94588

[Signature Page to Intellectual Property Security Agreement (Subordinated)]

COLLATERAL AGENT:

**WILMINGTON TRUST, NATIONAL
ASSOCIATION, AS COLLATERAL AGENT**

Signature: 
Print Name: Sarah Vilhauer
Title: Assistant Vice President

Address:
50 South Sixth Street, Suite 1290
Minneapolis, MN 55402

[Signature Page to Intellectual Property Security Agreement (Subordinated)]

**TRADEMARK
REEL: 008224 FRAME: 0627**

U.S. Patents and Applications:

EXHIBIT A

Title	Owner	Pat./Pub. Number	Publication Date	Application Number	App./Filing Date	Status
MANDIBULAR ADVANCEMENT DEVICE	ProSomnus Sleep Technologies, Inc.	11291580	04/05/2022	15987816	05/23/2018	Granted
MANDIBULAR ADVANCEMENT DEVICE	ProSomnus Sleep Technologies, Inc.	9949868	04/24/2018	15416666	01/26/2017	Granted
MANDIBULAR ADVANCEMENT DEVICE WITH GUIDE CHANNEL	ProSomnus Sleep Technologies, Inc.	11179268	11/23/2021	16823249	03/18/2020	Granted
AUTOMATED METHOD OF MANUFACTURING ORAL APPLIANCES	ProSomnus Sleep Technologies, Inc.	9808327	11/07/2017	15416715	01/26/2017	Granted
MANDIBULAR ADVANCEMENT	ProSomnus Sleep	D932626	10/05/2021	29652113	05/13/2020	Granted

Title	Owner	Pat./Pub. Number	Publication Date	Application Number	App./Filing Date	Status
DEVICE WITH COMFORT BUMPS	Technologies, Inc.					
MANDIBULAR ADVANCEMENT DEVICE	ProSomnus Sleep Technologies, Inc.	11207207	12/28/2021	15913548	03/06/2018	Granted
MANDIBULAR ADVANCEMENT DEVICE WITH GUIDE CHANNEL	ProSomnus Sleep Technologies, Inc.	10603207	03/31/2020	15727508	10/06/2017	Granted
MANDIBULAR ADVANCEMENT DEVICE	ProSomnus Sleep Technologies, Inc.	11617677	N/A	17667439	02/08/2022	Granted
AUTOMATED METHOD OF MANUFACTURING ORAL APPLIANCES	ProSomnus Sleep Technologies, Inc.	11607183	03/10/2022	17374587	07/13/2021	Granted

Title	Owner	Pat./Pub. Number	Publication Date	Application Number	App./Filing Date	Status
MANDIBULAR ADVANCEMENT DEVICE	ProSomnus Sleep Technologies, Inc.	9820882	11/21/2017	14809208	07/25/2015	Granted
SYMMETRICAL ADVANCEMENT OF MANDIBLE	ProSomnus Sleep Technologies, Inc.	20210228320	07/29/2021	17051143	10/27/2020	Pending
COMPUTER AIDED DESIGN MATRIX FOR THE MANUFACTURE OF DENTAL DEVICES	ProSomnus Sleep Technologies, Inc.	20220019192	01/20/2022	17443613	07/27/2021	Pending
AUTOMATED METHOD OF MANUFACTURING ORAL APPLIANCES	ProSomnus Sleep Technologies, Inc.	10213280	02/26/2019	15789582	10/20/2017	Granted
ACCESSORIES FOR A MANDIBLE ADVANCEMENT DEVICE	ProSomnus Sleep Technologies, Inc.	N/A	N/A	17640775	03/04/2022	Pending

Title	Owner	Pat./Pub. Number	Publication Date	Application Number	App./Filing Date	Status
MANDIBULAR ADVANCEMENT DEVICE	ProSomnus Sleep Technologies, Inc.			18113012	02/22/2023	Pending
AUTOMATED METHOD OF MANUFACTURING ORAL APPLIANCES	ProSomnus Sleep Technologies, Inc.			18122946	03/17/2023	Pending
COMPUTER AIDED DESIGN MATRIX FOR THE MANUFACTURE OF DENTAL DEVICES	ProSomnus Sleep Technologies, Inc.	N/A	N/A	17386195	07/27/2021	Pending
MANDIBULAR ADVANCEMENT DEVICE WITH GUIDE CHANNEL	ProSomnus Sleep Technologies, Inc.	N/A	N/A	17505322	10/19/2021	Pending

Foreign Patents and Applications:

Title	Owner	Jurisdiction	Pat./Pub. Number	Publication Date	Application Number	App./Filing Date	Status
MANDIBULAR ADVANCEMENT DEVICE	ProSomnus Sleep Technologies, Inc.	Australia	AU2014373973B2	11/07/2019	AU2014373973	12/24/2014	Granted
MANDIBULAR ADVANCEMENT DEVICE	ProSomnus Sleep Technologies, Inc.	Australia	AU2014373973A1	07/07/2016	AU2014373973	12/24/2014	Granted
MANDIBULAR ADVANCEMENT DEVICE	ProSomnus Sleep Technologies, Inc.	Canada	CA2934824A1	07/09/2015	CA2934824	12/24/2014	Pending
AUTOMATED METHOD OF MANUFACTURING ORAL APPLIANCES	ProSomnus Sleep Technologies, Inc.	Canada	CA3070555A1	01/25/2018	CA3070555	07/17/2017	Granted
MANDIBULAR ADVANCEMENT DEVICE	ProSomnus Sleep Technologies, Inc.	Europe	EP3089712A4	12/27/2017	EP14877266	12/24/2014	Pending

Title	Owner	Jurisdiction	Pat./Pub. Number	Publication Date	Application Number	App./Filing Date	Status
MANDIBULAR ADVANCEMENT DEVICE	ProSomnus Sleep Technologies, Inc.	Europe	EP3089712A1	11/09/2016	EP14877266	12/24/2014	Pending
AUTOMATED METHOD OF MANUFACTURING ORAL APPLIANCES	ProSomnus Sleep Technologies, Inc.	Europe	EP3487444A4	03/04/2020	EP17831644	07/17/2017	Granted
AUTOMATED METHOD OF MANUFACTURING ORAL APPLIANCES	ProSomnus Sleep Technologies, Inc.	Europe	EP3487444A4	05/29/2019	EP17831644	07/17/2017	Granted
MANDIBULAR ADVANCEMENT DEVICE	ProSomnus Sleep Technologies, Inc.	PCT	WO2015103084A1	07/09/2015	PCT/US/14072398	12/24/2014	Entered national phase
FIN SLEEVES FOR A MANDIBULAR ADVANCEMENT DEVICE AND METHODS OF USING THE SAME	ProSomnus Sleep Technologies, Inc.	PCT	WO2017132638A1	08/03/2017	PCT/US/17015530	01/29/2017	Entered national phase

Title	Owner	Jurisdiction	Pat./Pub. Number	Publication Date	Application Number	App./Filing Date	Status
COMPUTER AIDED DESIGN MATRIX FOR THE MANUFACTURE OF DENTAL DEVICES	ProSomnus Sleep Technologies, Inc.	PCT	WO2018017488A1	01/25/2018	PCT/US/17042411	07/17/2017	Entered national phase
AUTOMATED METHOD OF MANUFACTURING ORAL APPLIANCES	ProSomnus Sleep Technologies, Inc.	PCT	WO2018017500A1	01/25/2018	PCT/US/17042456	07/17/2017	Entered national phase
MANDIBULAR ADVANCEMENT DEVICE WITH GUIDE CHANNEL	ProSomnus Sleep Technologies, Inc.	PCT	WO2019018309A1	01/24/2019	PCT/US/18042334	07/16/2018	Entered national phase
SYMMETRICAL ADVANCEMENT OF MANDIBLE	ProSomnus Sleep Technologies, Inc.	PCT	WO2019210253A1	10/31/2019	PCT/US/19/029471	04/26/2019	Entered national phase
LINERS FOR A MANDIBULAR ADVANCEMENT DEVICE	ProSomnus Sleep Technologies, Inc.	PCT	WO2021119533A1	06/17/2021	PCT/US/20/064676	12/11/2020	30 month NP date is: 06/12/2022


Title	Owner	Jurisdiction	Pat./Pub. Number	Publication Date	Application Number	App./Filing Date	Status
ACCESSORIES FOR A MANDIBULAR ADVANCEMENT DEVICE	ProSomnus Sleep Technologies, Inc.	PCT	WO2021119535A1	06/17/2021	PCT/US20/064678	12/11/2020	30 month NP date is: 06/12/2022
POOL YMERIC MANDIBULAR ADVANCEMENT DEVICES AND METHODS FOR MAKING AND USING THEM	ProSomnus Sleep Technologies, Inc.	PCT	N/A	N/A	PCT/US2021/052072	09/24/2021	30 month NP date is: 03/24/2023
ACCESSORIES FOR A MANDIBULAR ADVANCEMENT DEVICE	ProSomnus Sleep Technologies, Inc.	CA	N/A	N/A	3160796	Submitted 06/04/2022 deemed filed 12/11/2020	Pending
ACCESSORIES FOR A MANDIBULAR ADVANCEMENT DEVICE	ProSomnus Sleep Technologies, Inc.	AU	N/A	N/A	2020401372	06/22/2022	Pending
ACCESSORIES FOR A MANDIBULAR ADVANCEMENT DEVICE	ProSomnus Sleep Technologies, Inc.	China	N/A	N/A	2020800865096	06/13/2022	Pending

Title	Owner	Jurisdiction	Pat./Pub. Number	Publication Date	Application Number	App./Filing Date	Status
ACCESSORIES FOR A MANDIBLE ADVANCEMENT DEVICE	ProSomnus Sleep Technologies, Inc.	EP	N/A	N/A	20899290.9	07/07/2022	Pending
ACCESSORIES FOR A MANDIBLE ADVANCEMENT DEVICE	ProSomnus Sleep Technologies, Inc.	KR	N/A	N/A	10-2022-7023091	07/05/2022	Pending
ACCESSORIES FOR A MANDIBLE ADVANCEMENT DEVICE	ProSomnus Sleep Technologies, Inc.	JP	N/A	N/A	2022-535827	06/10/2022	Pending

U.S. Trademarks:

Mark	Owner	Registration No.	Application No.	Reg. Date	Status
OXYMETRIX	ProSomnus Sleep Technologies, Inc.	-	97684803	-	Pending
PATIENT PREFERRED OSA THERAPY	ProSomnus Sleep	-	97552487	-	Pending

Mark	Owner	Registration No.	Application No.	Reg. Date	Status
	Technologies, Inc.				
MG6	ProSomnus Sleep Technologies, Inc.	-	97840981	-	Pending
EVO2	ProSomnus Sleep Technologies, Inc.	-	97716479	-	Pending
EVO2	ProSomnus Sleep Technologies, Inc.	-	97711702	-	Pending
EVO	ProSomnus Sleep Technologies, Inc.	6815754	90135814	08/09/2022	Registered
LEADER IN PRECISION OAT	ProSomnus Sleep	5532184	87806107	07/31/2018	Registered

Mark	Owner	Registration No.	Application No.	Reg. Date	Status
	Technologies, Inc.				
PROSOMNUS TECHNOLOGIES	ProSomnus Sleep Technologies, Inc.	5322027	87362525	10/31/2017	Registered
	ProSomnus Sleep Technologies, Inc.	5206297	87060482	05/16/2017	Registered
PROSOMNUS TECHNOLOGIES	ProSomnus Sleep Technologies, Inc.	5282348	87060480	09/05/2017	Registered
PROSOMNUS	ProSomnus Sleep Technologies, Inc.	5206296	87060475	05/16/2017	Registered
MICRO2	ProSomnus Sleep	4642632	86196271	11/18/2014	Registered

Mark	Owner	Registration No.	Application No.	Reg. Date	Status
	Technologies, Inc.				
MICRO2	ProSomnus Sleep Technologies, Inc.	5171839	86167893	03/28/2017	Registered

Foreign Trademarks:

Mark	Owner	Jurisdiction	Registration No.	Application No.	Reg. Date	Status
PROSOMNUS	ProSomnus Sleep Technologies, Inc.	AU	2192926	IR1559348	01/22/2022	Registered
PROSOMNUS	ProSomnus Sleep Technologies, Inc.	CA	N/A	IR1559348	N/A	Pending
PROSOMNUS	ProSomnus Sleep Technologies, Inc.	EU	IR1559348	IR1559348	09/18/2020	Registered

Mark	Owner	Jurisdiction	Registration No.	Application No.	Reg. Date	Status
PROSOMNUS	ProSomnus Sleep Technologies, Inc.	GB	IR1559348	IR1559348	03/12/2021	Registered
EVO	ProSomnus Sleep Technologies, Inc.	EU	N/A	018368382	05/21/2021	Registered
EVO	ProSomnus Sleep Technologies, Inc.	GB	UK00003602348	UK00003602348	10/01/2021	Registered
PROSOMNUS	ProSomnus Sleep Technologies, Inc.	Int'l	1559348	N/A	N/A	Registered
EVO	ProSomnus Sleep Technologies, Inc.	CA	N/A	2268918	N/A	Pending

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REEL: 008224 FRAME: 0640

RECORDED: 10/11/2023