

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: TMI65823

<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>
SOLO PACE INC.		02/14/2024	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Company Name:</b>	MERIT MEDICAL SYSTEMS, INC.		
<b>Street Address:</b>	1600 WEST MERIT PARKWAY		
<b>City:</b>	SOUTH JORDAN		
<b>State/Country:</b>	UTAH		
<b>Postal Code:</b>	84095		
<b>Entity Type:</b>	Corporation: UTAH		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	97361763	SOLO PACE	
<b>Serial Number:</b>	98240158	SOLO PACE	
<b>Serial Number:</b>	98209461	SOLO PACE FUSION	
<b>Serial Number:</b>	98240136	SOLO PACE CONTROL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	8015327840		
<b>Email:</b>	rmorrison@parrbrown.com		
<b>Correspondent Name:</b>	Ryan Morrison		
<b>Address Line 1:</b>	Parr Brown Gee & Loveless		
<b>Address Line 2:</b>	101 South 200 East, Suite 700		
<b>Address Line 4:</b>	Salt Lake City, UTAH 84111		
<b>NAME OF SUBMITTER:</b>	RYAN MORRISON		
<b>SIGNATURE:</b>	RYAN MORRISON		
<b>DATE SIGNED:</b>	03/01/2024		
<b>Total Attachments: 7</b>			
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (“**IP Security Agreement**”), dated as of February 14, 2024, is made by and between SOLO PACE INC., a Delaware corporation (the “**Grantor**”) in favor of MERIT MEDICAL SYSTEMS, INC. (the “**Lender**”), a Utah corporation, as the “**Secured Party**”.

WHEREAS, the Grantor has entered into a Loan Agreement dated as of the date hereof (the “**Loan Agreement**”), with the Lender.

WHEREAS, as a condition precedent to the making of the loan by the Lender under the Loan Agreement, Grantor has executed and delivered to the Lender that certain Security Agreement dated as of the date hereof, made by and between the Grantor and the Lender (the “**Security Agreement**”).

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Lender a security interest in, among other property, certain intellectual property of the Grantor, and has agreed to execute and deliver this IP Security Agreement for recording with governmental authorities, including, but not limited to, the United States Patent and Trademark Office and the United States Copyright Office.

NOW THEREFORE, for good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Security. Grantor hereby pledges and grants to the Lender a security interest in and to all of the right, title, and interest of Grantor in, all Grantor’s rights, whether now own and/or existing or hereafter created, arising and/or acquired to the following (the “**IP Collateral**”):
  - a. all patents and patent applications of the Grantor, including those set forth in Schedule 1 hereto, and all reissues, divisions, continuations, continuations-in-part, renewals, divisionals, extensions, reexaminations and all inventions (whether or not patentable) to any of the foregoing, and all patent licenses of the Grantor (the “**Patents**”);
  - b. all trademarks, service marks, logos, designs, slogans, trade names, logos, and trade dress of the Grantor, including those set forth in Schedule 2 hereto, whether registered or unregistered, and all applications of any of the foregoing, together with the goodwill connected with the use thereof and symbolized thereby, all extensions and renewals thereof, and all trademark licenses of the Grantor (the “**Trademarks**”), excluding only United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment, or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications;
  - c. all copyright rights, copyright applications, copyright registrations in each work of authorship and derivative work thereof of the Grantor, whether published or unpublished, registered or unregistered, now or hereafter existing, licensed, created, acquired or held, and copyright registrations and applications exclusively licensed to Grantor, all extensions and renewals thereof, (the “**Copyrights**”);
  - d. all domain names, including Internet domain names, and social media channels;
  - e. all trade secrets or other proprietary or confidential information;

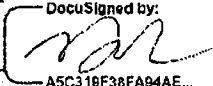
- f. all rights with respect to software, documentation, technical information, know-how, data and databases, processes, models, drawings, plans, specifications, and designs;
  - g. all rights of any kind whatsoever of Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
  - h. any and all royalties, fees, income, payments, receivables, accounts, general intangibles, deposit accounts, instruments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
  - i. any and all claims and causes of action with respect to any of the foregoing, whether occurring before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right, but no obligation, to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.
2. Recordation. Grantor authorizes Lender to file and record a UCC financing statement for any IP Collateral in such offices as Lender reasonably deems advisable to perfect its security interest and record a copy of this IP Security Agreement with the United States Patent and Trademark Office and the United States Copyright Office, as applicable.
  3. Representations and Warranties. Grantor represents and warrants that it is a corporation duly organized, validly existing and in good standing under the laws of the State of Minnesota. Grantor represents and warrants that Grantor owns or has exclusive rights to all of the IP Collateral, free and clear of all Encumbrances except as created by this IP Security Agreement and has the power to transfer and grant the security interests hereunder. Lender's security interest in the IP Collateral is a valid, first-priority security interest, and no authorization, approval, or other action by, and no notice to or filing with, any governmental authority or other person or entity is required for the grant by Grantor of the first priority security interest granted hereby or for the execution, delivery and performance of this IP Security Agreement by Grantor other than (i) any such authorizations, approvals, actions, notices or filings that have been obtained or made, or (ii) the filing by Buyer of the financing statements contemplated hereby. For purposes herein, "**Encumbrance**" means any existing or prospective mortgage, pledge, lien, license, security or ownership interest, charge, hypothecation, or other encumbrance, option agreement, transfer, termination, compromise, set-off right, security or subordination arrangement, adverse claim, or other similar interest or arrangement of any kind.
  4. After-Acquired IP Collateral; Further Assurances. Grantor will notify Lender of each acquisition following the Effective Date in registered or applied for IP Collateral, along with addenda to the applicable Schedule, listing the acquired interests. Grantor hereby confirms and agrees that any and all after acquired IP Collateral shall immediately and automatically upon any Grantor's acquisition of any right, title and interest therein become part of the IP Collateral hereunder. Grantor agrees to execute any further documents, and to take any further actions, reasonably requested by Lender to evidence, maintain the first-priority of or perfect the security interest granted herein, or to effectuate the rights granted to Lender under the Security Agreement.
  5. Loan Documents. This IP Security Agreement has been entered into pursuant to and in conjunction with 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. The rights and remedies of Lender with respect to the IP Collateral are as provided by the Loan Agreement, the Security Agreement, and related documents, and nothing in this IP Security Agreement shall be deemed to limit such rights and remedies.

6. Execution in Counterparts. This IP Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this IP Security Agreement in electronic format shall be effective as delivery of a manually executed counterpart of this IP Security Agreement.
7. Successors and Assigns. This IP Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.
8. Governing Law. This IP Security Agreement and any claim, controversy, dispute, or cause of action (whether in contract or tort or otherwise) based upon, arising out of, or relating to this IP Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Utah, without giving effect to any choice or conflict of law provision or rule (whether of the State of Utah or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

SOI O PACF INC  
DocuSigned by:  
By:  \_\_\_\_\_  
Name: A5C318F38FA94AE... S  
Title: Chief Executive Officer

AGREED TO AND ACCEPTED:

MERIT MEDICAL SYSTEMS INC.  
By: \_\_\_\_\_  
Name:  
Title:

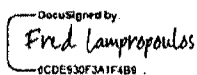
IN WITNESS WHEREOF, Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

SOLO PACE INC.

By: \_\_\_\_\_  
Name: Dr. David Daniels  
Title: Chief Executive Officer

AGREED TO AND ACCEPTED:

MERIT MEDICAL SYSTEMS, INC.

By:  \_\_\_\_\_  
Name: Fred P. Lampropoulos  
Title: Chief Executive Officer

**SCHEDULE 1**

**PATENTS**

<b>Country</b>	<b>Status</b>	<b>Patent No. or Application No.</b>
US	Issued	11,872,403 (17/739,893)
US	Pending	18/486,930
US	Issued	11,819,700 (18/058,137)
WIPO	Pending	PCT/US2022/038192
CA	Pending	3227916
US	Pending	63/516,941



**SCHEDULE 2**

**TRADEMARKS:**

<b>Country</b>	<b>Trademark</b>	<b>Status</b>	<b>Registration No. or Application No.</b>
US	SOLO PACE	Pending	No. 97361763
US	SOLO PACE	Pending	No. 98240158
US	SOLO PACE FUSION	Pending	No. 98209461
US	SOLO PACE CONTROL	Pending	No. 98240136

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