

## PATENT ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
Inogen, Inc.	10/12/2012
RECEIVING PARTY DATA	
Name:	Comerica Bank, a Texas banking association
Street Address:	39200 Six Mile Road
Internal Address:	MC 7578
City:	Livonia
State/Country:	MICHIGAN
Postal Code:	48152
PROPERTY NUMBERS Total: 26	
Property Type	Number
Patent Number:	7066985
Patent Number:	7438745
Patent Number:	7753996
Patent Number:	7730887
Patent Number:	7135059
Patent Number:	7922789
Patent Number:	D528212
Patent Number:	D510169
Patent Number:	7841343
Patent Number:	7585351
Patent Number:	7708802
Patent Number:	7686870
Patent Number:	7857894
Patent Number:	8142544

OP \$1040.00 7066985

Patent Number:	7780768
Application Number:	12804162
Application Number:	12930256
Application Number:	13066984
Application Number:	13066987
Application Number:	13068005
Application Number:	13066716
Application Number:	29372717
Patent Number:	6605136
Patent Number:	6824590
Patent Number:	7279029
Patent Number:	7473299

#### CORRESPONDENCE DATA

Fax Number: 7349302494  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 734-761-3780  
 Email: asujek@bodmanlaw.com  
 Correspondent Name: Angela Alvarez Sujek - Bodman PLC  
 Address Line 1: 201 South Division, Suite 400  
 Address Line 4: ANN ARBOR, MICHIGAN 48104

NAME OF SUBMITTER:	Angela Alvarez Sujek
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Total Attachments: 10  
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AGREEMENT

(Patent)

THIS AGREEMENT (PATENT) (this "Agreement"), dated as of October 12, 2012, between the undersigned (each, individually, a "Debtor" and collectively, the "Debtors") and Comerica Bank, as Agent for the Lenders (as defined below) ("Secured Party").

WITNESSETH

A. WHEREAS, pursuant to that certain Amended and Restated Revolving Credit and Term Loan Agreement dated as of October 12, 2012 (as amended, supplemented, amended and restated or otherwise modified from time to time the "Credit Agreement"), by and Inogen, Inc. ("Borrower"), the financial institutions from time to time signatory thereto (each, individually, a "Lender" and any and all such financial institutions collectively, the "Lenders") and Secured Party, the Secured Party has agreed, subject to the satisfaction of certain terms and conditions, to make Advances to the Borrower and to provide for the issuance of Letters of Credit for the account of the Borrower, individually, or jointly and severally, as provided therein; and

B. WHEREAS, in connection with the Credit Agreement, the Debtors have executed and delivered that certain Security Agreement, dated as of October 12, 2012, to the Secured Party (as amended or otherwise modified from time to time, the "Security Agreement"); and

C. WHEREAS, as a condition precedent to the making of the Advances under the Credit Agreement, the Debtors are required to execute and deliver this Agreement and to further confirm the grant to the Secured Party for the benefit of the Secured Party a continuing security interest in all of the Patent Collateral (as defined below) to secure all Indebtedness (as defined in the Credit Agreement).

NOW, THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged, and in order to induce the Secured Party to make Advances (including the initial Advance) to the Borrower pursuant to the Credit Agreement, Debtors agree, for the benefit of the Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt and complete payment and performance when due of all of the Indebtedness, each Debtor does hereby mortgage, pledge and hypothecate to the Secured Party, and grant to the Secured Party a security interest in, all of the following property of such Debtor (the "Patent Collateral"), whether now owned or hereafter acquired or existing:

(a) all license agreements with any other Person in connection with any of the Patents or such other Person's patents, whether a Debtor is a licensor or a licensee under any such license agreement, including, without limitation, the license agreements listed on **Schedule 1.1** hereto and made a part hereof, subject, in each case, to the terms of such license agreements and the right to prepare for sale, sell and advertise for sale, all inventory now or hereafter covered by such licenses.

(b) all letters patent, patent applications and patentable inventions, including, without limitation, all patents and patent applications identified on **Schedule 1.1** attached hereto and made a part hereof, and including without limitation, (a) all inventions and improvements described and claimed therein, and patentable inventions, (b) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (c) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all Patent Licenses entered into in connection therewith, and damages and payments for past or future infringements thereof), and (d) all rights corresponding thereto and all other rights of any kind whatsoever of a Debtor accruing thereunder or pertaining thereto.

(c) all reissues, divisions, continuations, continuations in part, extensions, renewals, improvements and re-examinations of any of the items described in clauses (a) and (b); and

(d) all proceeds of, and rights associated with, the foregoing, including any right to sue or claim by the Debtors against third parties for past, present, or future infringement of any patent, patent applications, or Patent Licenses, including any patents, patent applications or Patent License including any Patent License referred to in **Schedule 1.1** and all rights corresponding thereto throughout the world referred to in **Schedule 1.1** attached hereto, or for breach or enforcement of any Patent License.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Debtors for the purpose of registering the security interest of the Secured Party in the Patent Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Secured Party under the Security Agreement as security for the discharge and performance of the Indebtedness. The Security Agreement (and all rights and remedies of the Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. The Agent shall, upon the written request of the Debtors, execute and deliver to the Debtors a proper instrument or instruments acknowledging the release of the security interest and Liens established hereby on any Patent Collateral: (a) if the sale or other disposition of such Patent Collateral is permitted under the terms of the Credit Agreement and, at the time of such proposed release, both before and after giving effect thereto, no Default or Event of Default has occurred and is continuing, (b) if the sale or other disposition of such Patent Collateral is not permitted under the terms of the Credit Agreement, provided that the requisite Lenders under such Credit Agreement shall have consented to such sale or disposition in accordance with the terms thereof, or (c) if such release

has been approved by the requisite Lenders in accordance with **Section 13.9** of the Credit Agreement.

SECTION 5. Acknowledgment. The Debtors do hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Patent Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Loan Documents, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

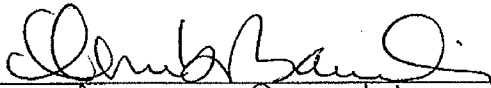
SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

**(Remainder of page intentionally left blank.)**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

DEBTORS:

INOGEN, INC.

By:   
Name: Alison Bauerlein  
Title CFO

SECURED PARTY:

**COMERICA BANK**, as Agent

By: Evan M. Huckabay  
Name: Evan Huckabay  
Title: Vice President

**SCHEDULE 1.1**  
**PATENT COLLATERAL**

Detroit\_1219639\_3

**PATENT**  
**REEL: 029164 FRAME: 0758**



# INOGEN, INC.

## INTELLECTUAL PROPERTY STATUS REPORT

TITLE/DESCRIPTION	DOCKET NO. / COUNTRY	FILING DATE SERIAL NO.	PRIORITY DATA	PUBLICATION DATE/NUMBER	PATENT NO. ISSUE DATE	SUMMARY	STATUS
PORTABLE GAS FRACTIONALIZATION SYSTEM (General System, PSA Cycle, Scroll Compressor, Low Weight and Noise Level of Concentrator)	INOGN.003A  USA	Oct. 7, 2003  10/680,997	N/A	Apr. 7, 2005  2005/0072298 A1	7,066,985  June 27, 2006	non reciprocating compressor claims and <10lb, 2hr, 45 dB	ISSUED
PORTABLE GAS FRACTIONALIZATION SYSTEM (PWM Power Source)	INOGN.003CP1  USA	Oct. 7, 2004  10/962,194	Oct. 7, 2003 (CIP of 003A)	May 19, 2005  2005/0103341 A1	7,438,745  Oct. 21, 2008	using pulse width modulation valve control to increase battery run time	ISSUED
PORTABLE GAS FRACTIONALIZATION SYSTEM (PWM Power Source)	INOGN.003CP1C1  USA	Oct. 21, 2008  12/255,553	Oct. 7, 2003 (Continuation of 003CP1)	N/A	7,753,996  July 13, 2010	using pulse width modulation compressor control to increase battery run time	ISSUED
PORTABLE GAS FRACTIONALIZATION SYSTEM (Battery)	INOGN.003CPDV1  USA	Oct. 30, 2007  11/928,183	Oct. 7, 2003 (Divisional of 003CP1)	May 8, 2008  2008/0105258 A1	7,730,887  June 8, 2010	design features and geometry of the G1 battery	ISSUED
PORTABLE GAS FRACTIONALIZATION SYSTEM (Combination of 003-006A)	INOGN.003VCA  CANADA	Oct. 7, 2004  2540599	Oct. 7, 2003	N/A	N/A		Pending
PORTABLE GAS FRACTIONALIZATION SYSTEM (Integrated Manifold, Water Trap, Compressor Restraint, Column Filter)	INOGN.004A  USA	Oct. 7, 2003  10/681,456	N/A	Apr. 7, 2005  2005/0072306 A1	7,135,059  Nov. 14, 2006	various POC assembly structures including an integrated manifold, piloted valves, a compressor grommet mount and frits as zeolite filters	ISSUED
PORTABLE GAS FRACTIONALIZATION SYSTEM (Free Piston Linear Compressor)	INOGN.005CP1  USA	Feb. 21, 2007 11/677,532	Oct. 7, 2003 (CIP of 005A)	N/A	7,922,789 April 12, 2011	utilization of a multiple compressor POC to expand product rate or save power	ISSUED

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TITLE/DESCRIPTION	DOCKET NO. / COUNTRY	FILING DATE SERIAL NO.	PRIORITY DATA	PUBLICATION DATE/NUMBER	PATENT NO. ISSUE DATE	SUMMARY	STATUS
PORTABLE OXYGEN CONCENTRATOR	INOGN.011DC2 USA	Mar. 23, 2005 29/226,193	Oct 7, 2003 (Cont. of 003A)	N/A	D528,212 Sept. 12, 2006	ornamental design of a POC	ISSUED
MOBILITY CART FOR TRANSPORTING CONCENTRATORS AND RELATED ACCESSORIES	INOGN.012DC1 USA	May 4, 2004 29/204,892	Oct 7, 2003 (Cont. of 003A)	Sept. 27, 2005	D510,169 Sept. 27, 2005	ornamental design of a cart for a POC including auxiliary battery charging capability	ISSUED
SYSTEMS AND METHODS FOR DELIVERING THERAPEUTIC GAS TO PATIENTS	INOGN.017A USA	June 6, 2005 11/147,409	June 4, 2004 (017PR)	Dec. 15, 2005 2005/0274381 A1	7,841,343 Nov 30, 2010	night mode breath detection and user selectable sensitivity levels	ISSUED
SYSTEMS AND METHODS OF MONITORING AND CONTROLLING THE PERFORMANCE OF A GAS FRACTIONALIZATION APPARATUS	INOGN.025A USA	Feb. 23, 2006 11/362,443	Feb 23, 2005 60/655,509 (Client Filed PPA)	Oct. 19, 2006 2006/0230924	7,585,351 Sept. 8, 2009	various implementations of pressure based compressor speed control in a POC	ISSUED
GAS FRACTIONALIZATION APPARATUS WITH BUILT-IN ADMINISTRATIVE AND SELF- DIAGNOSTIC FUNCTIONS	INOGN.027A USA	May 23, 2006 11/438,897	May 23, 2005 60/684,144 (Client Filed PPA)	N/A	7,708,802 May 4, 2010	self-diagnostic capability built into a POC user interface	ISSUED
EXPANDABLE PRODUCT RATE PORTABLE GAS FRACTIONATION SYSTEM	INOGN.038A USA	Dec. 29, 2006 11/618,393	Dec 29, 2005 60/755,591	N/A	7,686,870 Mar 30, 2010	utilization of a multiple compressor POC to expand product rate or save power	ISSUED
ADSORBENT BED PRESSURE BALANCING FOR A GAS CONCENTRATOR	INOGN.041 USA	Oct. 9, 2007 11/973,666	Utility filed by RT Associates	5/15/2008 US2008-0110338	7,857,894 Dec 28, 2010	pressure balancing of zeolite beds to increase performance in a POC	ISSUED
ADSORBENT BED PRESSURE BALANCING FOR A GAS CONCENTRATOR	INOGN.041 USA	12/927,550 Nov 17, 2010	Priority of 7,857,894	3/24/11 US2011-0067566	8,142,544 ✓ Mar 27, 2012 ✓	pressure balancing of zeolite beds to increase performance in a POC	ISSUED
A GAS CONCENTRATOR WITH IMPROVED WATER REJECTION CAPABILITY	INOGN.042 0020604-1 USA	Nov. 28, 2007 ✓ 11/998,389	Utility filed by RT Associates	8/28/2008 US2008-0202337	7,780,768 Aug 24, 2010	use of a selective membrane to remove water and nitrogen from the feed gas of a POC	ISSUED

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TITLE/DESCRIPTION	DOCKET NO. /COUNTRY	FILING DATE SERIAL NO.	PRIORITY DATA	PUBLICATION DATE/NUMBER	PATENT NO. ISSUE DATE	SUMMARY	STATUS
A GAS CONCENTRATOR WITH IMPROVED WATER REJECTION CAPABILITY	INOGN.042  0020604-2  USA	July 15, 1010  12/804,162	Continuation of 7,780,768	11/11/2010  US2010-0282084	N/A	use of a selective membrane to remove water and nitrogen from the feed gas of a POC	Pending
ADVANCED PORTABLE OXYGEN CONCENTRATOR	0021001  USA	12/30/2010  12/930,256	Utility filed by RT Associates	07/05/2012  US2012-0167886	N/A	G2 Portable Oxygen Concentrator	Pending
ADVANCED PORTABLE OXYGEN CONCENTRATOR	0021001-1  USA	04/29/2011  13/066,984	Priority date of 0021001	07/05/2012  US2012-0167883	N/A	G2 Portable Oxygen Concentrator	Pending
ADVANCED PORTABLE OXYGEN CONCENTRATOR	0021001-2  USA	04/29/2011  13/066,987	Priority date of 0021001	07/05/2012  US2012-0167887	N/A	G2 Portable Oxygen Concentrator	Pending
ADVANCED PORTABLE OXYGEN CONCENTRATOR	0021001-3  USA	04/29/2011  13/068,005	Priority date of 0021001	07/05/2012  US2012-0167888	N/A	G2 Portable Oxygen Concentrator	Pending
GAS CONCENTRATOR WITH REMOVABLE CARTRIDGE ADSORBENT BEDS	021101  USA	4/22/11  13/066,716	Priority date of 0021001	N/A	N/A	Gas Concentrator with removable cartridge adsorbent beds	Pending
ADVANCED PORTABLE OXYGEN CONCENTRATOR	0021002  USA	12/30/2010  29/372,717	12/30/2010	N/A	N/A	G2 Design Patent	Pending
PRESSURE SWING ADSORPTION PROCESS OPERATION AND OPTIMIZATION	Air Products	07/10/2002  10/192,360	N/A	N/A	6605136  8/12/2003	Pressure Swing Adsorption Process Operation and Optimization	Issued and assigned to Inogen from Air Products

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TITLE/DESCRIPTION	DOCKET NO. / COUNTRY	FILING DATE SERIAL NO.	PRIORITY DATA	PUBLICATION DATE/NUMBER	PATENT NO. ISSUE DATE	SUMMARY	STATUS
USE OF LITHIUM CONTAINING FAU IN AIR SEPARATION PROCESS INCLUDING WATER AND/OR CARBON DIOXIDE REMOVAL	Air Products	1/13/2003 10/341,663	N/A	N/A	6824590 11/30/2004	Use of Lithium Containing FAU in Air Separation Process Including Water and/or Carbon Dioxide Removal	Issued and assigned to Inogen from Air Products
WEIGHT-OPTIMIZED PORTABLE OXYGEN CONCENTRATOR	Air Products	05/21/2004 11/851,858	N/A	N/A	7279029 10/09/2007	Weight-Optimized Portable Oxygen Concentrator	Issued and assigned to Inogen from Air Products
WEIGHT-OPTIMIZED PORTABLE OXYGEN CONCENTRATOR	Air Products	08/27/2007 11/845,190	N/A	N/A	7473299 01/06/2009	Weight-Optimized Portable Oxygen Concentrator	Issued and assigned to Inogen from Air Products