

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3423757

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
DEVILBISS HEALTHCARE LLC	07/02/2015

RECEIVING PARTY DATA

Name:	GENERAL ELECTRIC CAPITAL CORPORATION, AS AGENT
Street Address:	TWO BETHESDA METRO CENTER
Internal Address:	SUITE 600
City:	BETHESDA
State/Country:	MARYLAND
Postal Code:	20814

PROPERTY NUMBERS Total: 23

Property Type	Number
Patent Number:	5503146
Patent Number:	5551419
Patent Number:	5865173
Patent Number:	5875774
Patent Number:	5921239
Patent Number:	6446630
Patent Number:	7219670
Patent Number:	8011366
Patent Number:	8256453
Patent Number:	8267909
Patent Number:	8555727
Patent Number:	8555880
Patent Number:	8649510
Application Number:	13449005
Application Number:	13595101
Application Number:	13692041
Application Number:	14288792
Application Number:	14316373
Application Number:	14334132

PATENT

Property Type	Number
Application Number:	14337897
Application Number:	14489552
Application Number:	62036323
Application Number:	62135199

CORRESPONDENCE DATA

Fax Number: (312)993-9767

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: 312/876-7628

Email: linda.kastner@lw.com

Correspondent Name: LINDA R. KASTNER, C/O LATHAM & WATKINS

Address Line 1: 330 NORTH WABASH AVENUE

Address Line 2: SUITE 2800

Address Line 4: CHICAGO, ILLINOIS 60611

NAME OF SUBMITTER: LINDA KASTNER

SIGNATURE: /lk/

DATE SIGNED: 07/02/2015

Total Attachments: 7

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PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of July 2, 2015, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Secured Parties (as defined in the Credit Agreement referred to below), and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of September 27, 2013 (as the same may be amended, restated, supplemented and/or modified from time to time, the "Credit Agreement"), by and among Medical Depot, Inc. (the "Borrower"), Medical Depot Holdings, Inc. (the "Holdings"), the other Credit Parties, GE Capital, as Agent for the Lenders and the L/C Issuers and for itself as a Lender (including as Swingline Lender), and such Lenders and L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a Guaranty and Security Agreement as of September 27, 2013 in favor of Agent (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Patent Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Patent Collateral"):

(a) all of its Patents and pending Patent applications, including, without limitation, those referred to on Schedule 1 hereto;

(b) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing; and

(c) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Patents and IP Licenses subject to a security interest hereunder.

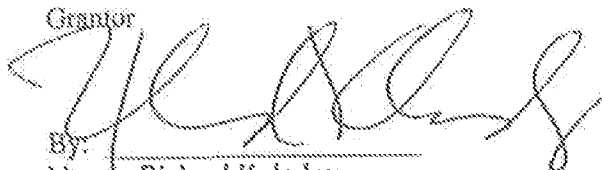
Section 5. Counterparts. This Patent Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Patent Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

DEVILBISS HEALTHCARE LLC, as
Grantor

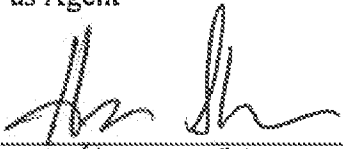
A handwritten signature in black ink, appearing to read 'R. Kolodny', written over a horizontal line.

By: _____
Name: Richard Kolodny
Title: President

[Signature Page to Patent Security Agreement]

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

By: 
Name: Henry Stanson
Title: duly Authorized Signatory

[Signature Page to Patent Security Agreement]

PATENT
REEL: 035970 FRAME: 0006

SCHEDULE I
TO
PATENT SECURITY AGREEMENT

See Attached

GRANTED PATENTS

Title	Patent Number	Issue Date
Standby control for CPAP Apparatus	5,503,146	4/2/1996
Control for CPAP Apparatus	5,551,419	9/3/1996
Bilevel CPAP System with Waveform Control for Both IPAP and EPAP	5,865,173	2/2/1999
Nebulizer	5,875,774	3/2/1999
Face Mask for Patient Breathing	5,921,239	7/13/1999
Cylinder Filling Oxygen Concentrator	6,446,630	9/10/2002
Method for Securing A Nasal Mask	7,219,670	5/22/2007
Method for Acclimating A CPAP Therapy Patient to Prescribed Pressure	8,011,366	9/6/2011
Vacuum Regulator Having Selectable Adjustment Ranges	8,256,453	9/4/2012
Canister Having Fluid Flow Control	8,267,909	9/18/2012
Integrated Vacuum Gauge and Regulator	8,555,727	10/15/2013
Variable Transition Pressure Profiles for A Bi-Level Breathing Therapy Machine	8,555,880	10/15/2013
Device Having Coded Output of Operational Data	8,649,510	2/11/2014

PENDING PATENT APPLICATIONS

Title	Serial Number	Filing Date
Method and Apparatus for Controlling the Delivery of Humidified Air	13/449,005	4/17/2012
Mask for A Breathing Therapy Machine Having Improved Tilt Adjustment and Connection Mechanism	13/595,101	8/27/2012
Suction Canister Having A Replaceable Filter Cartridge	13/692,041	12/3/2012
Detection of Periodic Breathing During CPAP Therapy	14/288,792	5/28/2014
System and Method for Acclimating A New User To A Breathing Therapy Machine	14/316,373	6/26/2014
Phenotyping of Sleep Breathing Disorders Using A Breathing Therapy Machine	14/334,132	7/17/2014
Method of Optimizing Therapy Pressure in A Breathing Therapy Machine Having An Auto-Adjust Feature	14/337,897	7/22/2014
Method for Detecting An Inspiratory Flow Limitation During Sleep-Disordered Breathing	14/489,552	9/18/2014
CO ₂ Delivery System for Breathing Therapy Machines	62/036,323	8/12/2014
Residual AHI Detection and Presentation in A CPAP Therapy Machine	62/135,199	3/19/2015