

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4098617

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
NORTH AMERICAN RESCUE, LLC	10/12/2016

RECEIVING PARTY DATA

Name:	CIT BANK, N.A., AS ADMINISTRATIVE AGENT
Street Address:	11 WEST 42ND STREET
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10036

PROPERTY NUMBERS Total: 24

Property Type	Number
Patent Number:	7504549
Patent Number:	D584409
Patent Number:	D584408
Patent Number:	D595847
Patent Number:	D584410
Patent Number:	D720293
Patent Number:	6842923
Patent Number:	7874426
Patent Number:	8016335
Patent Number:	5598592
Patent Number:	7766950
Patent Number:	8562562
Patent Number:	5304202
Patent Number:	8875323
Patent Number:	8863333
Patent Number:	D662051
Patent Number:	7467419
Patent Number:	8015619
Patent Number:	5607448
Application Number:	12061637

PATENT

Property Type	Number
Application Number:	62295831
Application Number:	15046056
Application Number:	13801462
Application Number:	15220236

CORRESPONDENCE DATA

Fax Number: (213)443-2926

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: 213-617-5493

Email: jcravitz@sheppardmullin.com

Correspondent Name: SHEPPARD, MULLIN, RICHTER & HAMPTON LLP

Address Line 1: 333 S. HOPE ST., 43RD FLOOR

Address Line 2: ATTN: J. CRAVITZ

Address Line 4: LOS ANGELES, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER: 21CT-244973

NAME OF SUBMITTER: JULIE CRAVITZ

SIGNATURE: /julie cravitz/

DATE SIGNED: 10/14/2016

Total Attachments: 10

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**Agreement**”) is made as of October 12, 2016 (the “**Effective Date**”) between each of the signatories hereto (collectively, the “**Grantors**”) in favor of CIT BANK, N.A., in its capacity as administrative agent (in such capacity, the “**Administrative Agent**”) for the benefit of the Secured Parties (as defined in the Security and Pledge Agreement referred to below).

RECITALS:

WHEREAS, reference is made to that certain Security and Pledge Agreement, dated as of October 12, 2016 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Security and Pledge Agreement**”), by and among the Grantors, the other grantors party thereto and the Secured Parties; and

WHEREAS, under the terms of the Security and Pledge Agreement, each Grantor has (i) as collateral security for its Obligations, granted to the Administrative Agent, for its benefit and the benefit of the other Secured Parties, a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the Collateral (as defined in the Security and Pledge Agreement), including, without limitation, certain Intellectual Property of such Grantor and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office, and other applicable Governmental Authorities.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, each Grantor and the Secured Parties agree as follows:

Section 1. Grant of Security. As collateral security for the Obligations, each Grantor hereby grants to the Administrative Agent, for its benefit and the benefit of the other Secured Parties, a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the following (collectively, the “**Intellectual Property Collateral**”):

(a) All United States, and foreign copyrights (including Community designs), including but not limited to copyrights in software and all rights in and to databases, and all Mask Works (as defined under 17 USC 901 of the US Copyright Act), whether registered or unregistered, moral rights, reversionary interests, termination rights, and, with respect to any and all of the foregoing: (i) all registrations and applications therefor including, without limitation, the registrations and applications referred to in **Schedule 1** hereto; (ii) all extensions and renewals thereof; (iii) all rights corresponding thereto throughout the world; (iv) all rights in any material which is copyrightable or which is protected by common law, United States or foreign laws, or the law of any State; (v) all rights to sue for past, present and future infringements thereof; (vi) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages and proceeds of suit; and (vii) all tangible property embodying the copyrights or such copyrighted materials (collectively, the “**Copyrights**”).

(b) All United States and foreign patents and certificates of invention, or similar industrial property, design or plant rights, for any of the foregoing, including, but not limited to: (i) all registrations, provisional and applications referred to in **Schedule 1** hereto; (ii) all reissues,

divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations therefor; (iii) all rights corresponding thereto throughout the world; (iv) all inventions and improvements described therein; (v) all rights to sue for past, present and future infringements thereof; (vi) all licenses, claims, damages, and proceeds of suit arising therefrom; and (vii) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the **“Patents”**).

(c) All United States, and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing including, but not limited to (i) the registrations and applications referred to in **Schedule 1** hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business associated with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the **“Trademarks”**), but excluding any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law, provided that upon submission and acceptance by the USPTO of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered Intellectual Property Collateral.

(d) All licenses or agreements, whether written or oral, providing for the grant by or to any Grantor of: (A) any right to use any Trademark, (B) any right to manufacture, use, import, export, distribute, offer for sale or sell any invention covered in whole or in part by a Patent, and (C) any right under any Copyright, the foregoing including, without limitation, (i) the grant of rights to copy, modify, display, perform, distribute, exploit and sell materials derived from any Copyright including, without limitation, any of the foregoing identified in **Schedule 1** hereto, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations of any of the foregoing, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), (iv) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto, and (v) any and all proceeds of the foregoing.

Notwithstanding any of the foregoing, in no event shall the Intellectual Property Collateral include any Excluded IP Property. **“Excluded IP Property”** shall mean, with respect to any Grantor (a) other than accounts or any proceeds of the following, any contract, permit, agreement, lease, license or license agreement covering real or personal property if the grant of a security interest in such contract, permit, agreement, lease, license or license agreement or the asset subject to such contract, permit, agreement, lease, license or license agreement is prohibited by the terms of such contract, permit, agreement, lease, license or license agreement or by law and would result in the termination of or give rise to a right to materially modify such contract, permit, agreement, lease, license or license agreement, but with respect to this clauses (a), only to

the extent that (x) any such prohibition would not be rendered ineffective pursuant to the Uniform Commercial Code of the State of New York (as now or hereafter in effect, the “UCC”) or any other applicable law (including, if and when applicable, Debtor Relief Laws) or principles of equity and would require the consent a Person other than a Grantor or its affiliates to waive such prohibition and (y) such documents, contract, agreement, lease, license or license agreement was not entered into in contemplation of circumventing any Grantor’s obligation to pledge such contract or agreement as collateral security; (b) any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law, provided that upon submission and acceptance by the United States Patent and Trademark Office of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall not be considered Excluded IP Property; (c) any particular asset, if the pledge thereof or the security interest therein is prohibited by applicable law (but only for so long as such prohibition remains in effect), other than to the extent such prohibition is rendered ineffective under the UCC or other applicable laws; and (d) particular assets if and for so long as, in the sole discretion of the Administrative Agent at the request of the Grantor (as set forth in a written statement of the Administrative Agent to the Grantor), the cost of obtaining a security interest in such assets exceeds the practical benefits to the Secured Parties afforded thereby. “**Debtor Relief Laws**” means Title 11 of the United States Code entitled “Bankruptcy,” as now and hereafter in effect, or any successor statute, and all other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, reorganization, or similar debtor relief laws of the United States or other applicable jurisdictions from time to time in effect and affecting the rights of creditors generally. “**Person**” means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, Governmental Authority or other entity. “**Governmental Authority**” means any nation or government, any state or other political subdivision thereof, any agency, authority, instrumentality, regulatory body, court, administrative tribunal, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government.

Section 2. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

Section 3. Counterparts. This 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 of this Agreement by facsimile or in electronic (*i.e.*, “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.

Section 4. Governing Law. This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the law of the State of New York.

Section 5. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Security and Pledge Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security and Pledge Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Security and Pledge Agreement or the Credit Agreement, the provisions of the Security and Pledge Agreement or the Credit Agreement shall govern.

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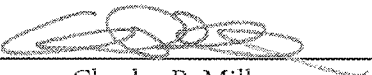
IN WITNESS WHEREOF, each Grantor and the Secured Parties have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

GRANTORS:

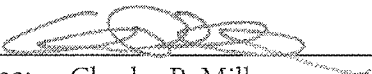
NORTH AMERICAN RESCUE
HOLDINGS, LLC,
a Delaware limited liability company

By: 
Name: Charles P. Miller
Title: Secretary

NORTH AMERICAN RESCUE, LLC,
a Delaware limited liability company

By: 
Name: Charles P. Miller
Title: Secretary

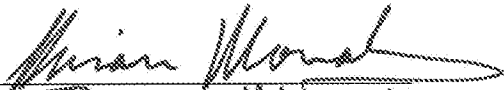
TQM, LLC (dba Two Rivers Medical)
a Missouri limited liability company

By: 
Name: Charles P. Miller
Title: Secretary

Accepted and agreed to as of the date first above written.

ADMINISTRATIVE AGENT:

CIT BANK, N.A.,
as administrative agent

By: 
Name: Brian Monahan
Title: Vice President

SCHEDULE 1 TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Copyrights, Copyright Applications and Copyright Licenses

<u>Credit Party</u>	<u>Title</u>	<u>Filing Date/Issued Date</u>	<u>Status</u>	<u>Application/ Registration No.</u>
North American Rescue, LLC	T2 TAG	09-04-2007	Registered	TXu001368672

Patents, Patent Applications, and Patent Licenses

<u>Credit Party</u>	<u>Title</u>	<u>(Filing Date)/Issue Date</u>	<u>Status</u>	<u>(Application)/ Registration No.</u>
North American Rescue, LLC	A CHEST WOUND SEAL FOR PREVENTING PNEUMOTHORAX & INCLUDING MEANS FOR RELIEVING A TENSION PNEUMOTHORAX	3/17/2009	Issued	7,504,549
North American Rescue, LLC	A PROTECTIVE CASING FOR HYPODERMIC NEEDLE	1/6/2009	Issued	D584,409
North American Rescue, LLC	A PROTECTIVE CASING FOR HYPODERMIC NEEDLE	1/6/2009	Issued	D584,408
North American Rescue, LLC	A PROTECTIVE CASING FOR HYPODERMIC NEEDLE	7/7/2009	Issued	D595,847
North American Rescue, LLC	A PROTECTIVE CASING FOR HYPODERMIC NEEDLE	1/6/2009	Issued	D584,410
North American Rescue, LLC	A PROTECTIVE CASING FOR HYPODERMIC NEEDLE	5/1/2009	Issued	127820
North American Rescue, LLC	A PROTECTIVE CASING FOR HYPODERMIC NEEDLE	5/1/2009	Issued	127821
North American Rescue, LLC	A PROTECTIVE CASING FOR HYPODERMIC NEEDLE	4/3/2009	Issued	001002372-0001
North American Rescue, LLC	A PROTECTIVE CASING FOR HYPODERMIC NEEDLE	5/1/2009	Issued	127822
North American Rescue, LLC	A PROTECTIVE CASING FOR HYPODERMIC NEEDLE	10/17/2008	Issued	001013940-0001
North American Rescue, LLC	A PROTECTIVE CASING FOR HYPODERMIC NEEDLE	5/1/2009	Issued	127823
North American Rescue, LLC	A PROTECTIVE CASING FOR HYPODERMIC NEEDLE	10/17/2008	Issued	001013940-0002
North American Rescue, LLC	BATTERY CONNECTION ADAPTER	12/30/2014	Issued	D720,293
North American Rescue, LLC	COMPOSITE LITTER	1/18/2005	Issued	6,842,923
North American Rescue, LLC	CRUSH RESISTANT NEEDLE PACKAGING ASSEMBLY	1/25/2011	Issued	7,874,426

	HAVING RAPID NEEDLE ACCESS			
North American Rescue, LLC	DUAL HANDLE ADJUSTABLE DRAG STRAP	9/13/2011	Issued	8,016,335
North American Rescue, LLC	EASILY DECONTAMINATED STRETCHER	2/4/1997	Issued	5,598,592
North American Rescue, LLC	HEATER DEVICE	(4/2/2008)	Active/ pending	(12/061,637)
North American Rescue, LLC	HEATER DEVICE	5/16/2012	Issued	2181015
North American Rescue, LLC	HYPOTHERMIA TREATMENT SACK	8/3/2010	Issued	7,766,950
North American Rescue, LLC	IMPROVED ASSEMBLY FOR INTUBATION	(2/16/2016)	Active/ pending	(62/295,831)
North American Rescue, LLC	IMPROVED DECOMPRESSION NEEDLE ASSEMBLY	(02/17/2016)	Active/ pending	(15/046,056)
North American Rescue, LLC	IV HEATER (GEN 2)	10/22/2013	Issued	8,562,562
North American Rescue, LLC	JUNCTIONAL TOURNIQUET	(3/13/2013)	Active/ pending	(13/801,462)
North American Rescue, LLC	METHOD & APARATUS FOR ENABLING INTRAVENIOUS THERAPY WHEN CARDIAC OUTPUT IS LESS THAN USUALLY NECESSARY	4/19/1994	Issued	5,304,202
North American Rescue, LLC	PORTABLE COLLAPSIBLE FIELD HOSPITAL BED	11/4/2014	Issued	8,875,323
North American Rescue, LLC	PORTABLE IV POLE AND LITTER	10/21/2014	Issued	8,863,333
North American Rescue, LLC	PORTABLE POWER SUPPLY	6/19/2012	Issued	D662051
North American Rescue, LLC	RAPID EXTRACTION BODY HARNESS	12/23/2008	Issued	7,467,419
North American Rescue, LLC	RAPID EXTRACTION BODY HARNESS WITH EXTENDABLE DRAG STRAPS	9/13/2011	Issued	8,015,619
North American Rescue, LLC	ROLLING TOURNIQUET	3/4/1997	Issued	5,607,448
North American Rescue, LLC	TOURNIQUET WITH AUDIO INSTRUCTIONS	(7/26/2016)	Active/ pending	(15/220,236)
North American Rescue, LLC	TOURNIQUET WITH AUDIO INSTRUCTIONS	(7/27/2016)	Active/ pending	(PCT/US2016/044172)

Trademarks, Trademark Applications and Trademark Licenses

<u>Credit Party</u>	<u>Title</u>	<u>(Filing Date)/Issued Date</u>	<u>Status</u>	<u>(Application)/Registration No.</u>
North American Rescue, LLC	3X STANDARD	6/21/2011	Registered	3,980,466
North American Rescue, LLC	ARC TC	11/13/2012	Registered	4,240,643
North American Rescue, LLC	ARS	2/3/2009	Registered	3,570,756
North American Rescue, LLC	BLACK TALON	12/27/2005	Registered	3,034,465
North American Rescue,	BOA	11/21/2006	Registered	3,175,517

LLC				
North American Rescue, LLC	BOA (Stylized and/or Design)	10/19/2010	Registered	3,866,073
North American Rescue, LLC	CCRK	8/31/2010	Registered	3,840,842
North American Rescue, LLC	COMBAT CASUALTY RESPONSE KIT	3/15/2011	Registered	3,930,924
North American Rescue, LLC	CRICKIT	9/11/2007	Registered	3,291,479
North American Rescue, LLC	CYCLONE	2/3/2009	Registered	3,570,755
North American Rescue, LLC	DRAGON	3/25/2008	Registered	3,402,723
North American Rescue, LLC	EAGLE CROSS and Design	12/4/2007	Registered	3,350,314
North American Rescue, LLC	GECKO GRIP	6/28/2011	Registered	3,985,967
North American Rescue, LLC	GRYPHON	10/18/2011	Registered	4,041,097
North American Rescue, LLC	HPMK	8/18/2009	Registered	3,669,009
North American Rescue, LLC	HYFIN	11/27/2007	Registered	3,346,168
North American Rescue, LLC	HYFIN	9/23/2008	Registered	006360655
North American Rescue, LLC	INFUSING ADRENALINE INTO EMS	12/2/2008	Registered	3,539,871
North American Rescue, LLC	IPOK	4/13/2010	Registered	3,776,203
North American Rescue, LLC	I-PRO	12/11/2007	Registered	3,354,324
North American Rescue, LLC	JETT	8/4/2015	Registered	4,785,775
North American Rescue, LLC	M.U.L.E.	(9/16/2015)	Pending	(86/758,558)
North American Rescue, LLC	NORTH AMERICAN RESCUE (standard character)	12/1/2009	Registered	3,717,370
North American Rescue, LLC	PEGASUS ROPE	6/30/2015	Registered	4,765,567
North American Rescue, LLC	PRODUCTS WITH A MISSION	8/31/2004	Registered	2,878,937
North American Rescue, LLC	PRODUCTS WITH A MISSION	5/1/2007	Registered	3,237,394
North American Rescue, LLC	PRODUCTS WITH A MISSION	9/23/2008	Registered	006357388
North American Rescue, LLC	RAVEN	8/31/2004	Registered	2,878,931
North American Rescue, LLC	RED TIP TECHNOLOGY	7/26/2011	Registered	4,001,528
North American Rescue, LLC	RED TIP TECHNOLOGY	9/6/2011	Registered	9864562
North American Rescue, LLC	RED TIP TECHNOLOGY	8/5/2012	Registered	236884
North American Rescue, LLC	RED TIP TECHNOLOGY	10/31/2011	Registered	1418202

North American Rescue, LLC	RED TIP TECHNOLOGY	10/6/2010	Registered	839738
North American Rescue, LLC	RESCUE HUMAN FACTOR	4/21/2009	Registered	3,610,191
North American Rescue, LLC	RESCUE HUMAN FACTORS ENGINEERED	4/21/2009	Registered	3,610,246
North American Rescue, LLC	S.T.O.R.M.	5/17/2011	Registered	3,960,363
North American Rescue, LLC	STINGRAY	4/20/2004	Registered	2,835,400
North American Rescue, LLC	T2 TAG	5/5/2009	Registered	3,617,661
North American Rescue, LLC	TALON	8/17/2004	Registered	2,875,593
North American Rescue, LLC	TORK	11/10/2015	Registered	4,849,535
North American Rescue, LLC	UNCONVENTIONAL MEDIC	8/10/2004	Registered	2,872,541
North American Rescue, LLC	UNCONVENTIONAL MEDIC	5/1/2007	Registered	3,237,393
North American Rescue, LLC	UNCONVENTIONAL MEDIC	9/23/2008	Registered	006359087
North American Rescue, LLC	WALK	4/17/2007	Registered	3,231,337

Intellectual Property Licenses^

Distribution Agreement dated as of October 6, 2009 between Composite Resources and North American Rescue, LLC, as amended.

^NAR has many small software license agreements, so this section is responsive to a \$150K/year threshold, which is what we set in the past for disclosures. Let us know if you think this will work.