

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT4235359

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN PATENTS - FIRST LIEN	
<b>CONVEYING PARTY DATA</b>		
<b>Name</b>		<b>Execution Date</b>
DEVILBISS HEALTHCARE LLC		01/03/2017
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	JPMORGAN CHASE BANK, N.A., AS COLLATERAL AGENT	
<b>Street Address:</b>	10 S. DEARBORN ST., 7TH FLOOR	
<b>City:</b>	CHICAGO	
<b>State/Country:</b>	ILLINOIS	
<b>Postal Code:</b>	60603	
<b>PROPERTY NUMBERS Total: 15</b>		
<b>Property Type</b>	<b>Number</b>	
Patent Number:	5921239	
Patent Number:	6446630	
Patent Number:	8011366	
Patent Number:	7219670	
Patent Number:	8256453	
Patent Number:	8267909	
Patent Number:	8555727	
Patent Number:	8555880	
Patent Number:	9457135	
Patent Number:	8649510	
Application Number:	13449005	
Application Number:	14316373	
Application Number:	14337897	
Application Number:	14489552	
Application Number:	13595101	
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(212)455-2502	
<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>		

**Phone:** (212) 455-3605  
**Email:** ksolomon@stblaw.com  
**Correspondent Name:** GENEVIEVE DORMENT, ESQ.  
**Address Line 1:** SIMPSON THACHER & BARTLETT LLP  
**Address Line 2:** 425 LEXINGTON AVENUE  
**Address Line 4:** NEW YORK, NEW YORK 10017

<b>ATTORNEY DOCKET NUMBER:</b>	509265/2001
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<b>NAME OF SUBMITTER:</b>	GENEVIEVE DORMENT
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<b>SIGNATURE:</b>	/gd/
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<b>DATE SIGNED:</b>	01/20/2017
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**Total Attachments: 6**

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NOTICE AND CONFIRMATION OF GRANT OF  
SECURITY INTEREST IN PATENTS

**NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN PATENTS** (the "Agreement"), dated as of January 3, 2017, made by DeVilbiss Healthcare LLC (the "Grantor"), in favor of JPMorgan Chase Bank, N.A., a United States national association, as Collateral Agent (the "Agent") for itself, the several banks and other financial institutions (the "Lenders") that are parties to the First Lien Credit Agreement, dated as of January 3, 2017 (as the same may be amended, waived, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Medical Depot Holdings, Inc. (the "Borrower"), the Agent and the Lenders, and the other Secured Parties provided for in the Credit Agreement.

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans to the Borrower subject to the terms and conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Borrower and the Guarantors have executed and delivered a First Lien Guarantee and Collateral Agreement, dated as of January 3, 2017, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, the Grantor granted to the Agent for the benefit of the Secured Parties a security interest in all of its Intellectual Property, including the Patents; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor agrees 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 or provided by reference in the Credit Agreement and the Security Agreement.

SECTION 2. Confirmation of Grant of Security Interest. The Grantor hereby confirms that pursuant to the Security Agreement it granted to the Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor's right, title and interest in (subject only to Liens permitted under the Credit Agreement) and to all Patents (including, without limitation, those items listed on Schedule I hereto) and to the extent not otherwise included, all Proceeds and products of any and all of the

foregoing, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations, except that no security interest is or will be granted pursuant hereto in any Excluded Assets.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest with the United States Patent and Trademark Office. This Agreement is expressly subject to the terms and conditions of the Security Agreement. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Patents are more fully set forth in the Credit Agreement and 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 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

\* \* \*

[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.

DEVILBISS HEALTHCARE LLC

By: 

Name: Richard S. Kolodny

Title: Executive Vice President

JPMORGAN CHASE BANK, N.A.,  
as Agent

By: \_\_\_\_\_

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN NOTICE AND CONFIRMATION OF SECURITY INTEREST IN PATENTS-  
DEVILBISS HEALTHCARE LLC]

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.

DEVILBISS HEALTHCARE LLC

By: \_\_\_\_\_  
Name: Richard S. Kolodny  
Title: Executive Vice President

JPMORGAN CHASE BANK, N.A.,  
as Agent

By:  \_\_\_\_\_  
Name: Dawn Lee Lum  
Title: Executive Director

## SCHEDULE I

### Registered Patents

<u>Grantor</u>	<u>Patent Name</u>	<u>Patent/App. No.</u>	<u>Filing Date</u>
DEVILBISS HEALTHCARE LLC	Face Mask for Patient Breathing	5,921,239	01/07/1997
DEVILBISS HEALTHCARE LLC	Cylinder Filling Oxygen Container	6,446,630	02/07/2000
DEVILBISS HEALTHCARE LLC	Method for Acclimating A CPAP Therapy Patient To Prescribed Pressure	8,011,366	01/13/2005
DEVILBISS HEALTHCARE LLC	Method for Securing a Nasal Mask	7,219,670	02/25/2004
DEVILBISS HEALTHCARE LLC	Vacuum Regulator Having Selectable Adjustment Ranges	8,256,453	05/01/2008
DEVILBISS HEALTHCARE LLC	Canister Having Fluid Flow Control	8,267,909	05/01/2008
DEVILBISS HEALTHCARE LLC	Integrated Vacuum Gauge and Regulator	8,555,727	06/13/2011
DEVILBISS HEALTHCARE LLC	Variable Transition Pressure Profiles for a Bi- Level Breathing Therapy Machine	8,555,880	07/28/2010
DEVILBISS HEALTHCARE LLC	Suction Canister Having A Replaceable Filter Cartridge	9,457,135	12/03/2012
DEVILBISS HEALTHCARE LLC	Device Having Coded Output of Operational Data	8,649,510	08/19/2009

Pending Patent Applications

<u>Grantor</u>	<u>Patent Name</u>	<u>Patent/App. No.</u>	<u>Filing Date</u>
DEVILBISS HEALTHCARE LLC	Method and Apparatus for Controlling the Delivery of Humidified Air	13/449,005	04/17/2012
DEVILBISS HEALTHCARE LLC	System and Method for Acclimating a New User to a Breathing Therapy Machine	14/316,373	06/26/2014
DEVILBISS HEALTHCARE LLC	Method of Optimizing Therapy pressure In a Breathing Therapy Machine Having An Auto- Adjust Feature	14/337,897	07/22/2014
DEVILBISS HEALTHCARE LLC	Method for Detecting an Inspiratory Flow Limitation During Sleep Disordered Breathing	14/489,552	09/18/2014
DEVILBISS HEALTHCARE LLC	Mask for a Breathing Therapy Machine Having Improved Tilt Adjustment and Connection Mechanism	13/595101	08/27/2012