

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4344340

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
THERAVENT, INC.	03/30/2017

RECEIVING PARTY DATA

Name:	NXT CAPITAL, LLC, AS AGENT
Street Address:	191 NORTH WACKER DRIVE, 30TH FLOOR
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60606

PROPERTY NUMBERS Total: 29

Property Type	Number
Patent Number:	9238113
Patent Number:	8985116
Patent Number:	8875711
Patent Number:	8707955
Patent Number:	8365736
Patent Number:	8302607
Patent Number:	8302606
Patent Number:	8291909
Patent Number:	8281557
Patent Number:	8240309
Patent Number:	8235046
Patent Number:	8215308
Patent Number:	8061357
Patent Number:	8020700
Patent Number:	7992563
Patent Number:	7992564
Patent Number:	7987852
Patent Number:	7856979
Patent Number:	7806120
Patent Number:	7798148

PATENT

Property Type	Number
Patent Number:	7735491
Patent Number:	7735492
Patent Number:	7506649
Patent Number:	7334581
Patent Number:	6722360
Application Number:	14071582
Application Number:	14997870
Application Number:	14371392
Application Number:	14142038

CORRESPONDENCE DATA

Fax Number: (312)902-1061

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: 3125778518

Email: rebecca.dyson@kattenlaw.com

Correspondent Name: REBECCA DYSON C/O KATTEN MUCHIN ROSENMAN

Address Line 1: 525 WEST MONROE STREET

Address Line 4: CHICAGO, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	342663-177
NAME OF SUBMITTER:	REBECCA DYSON
SIGNATURE:	/rebecca dyson/
DATE SIGNED:	03/30/2017
	This document serves as an Oath/Declaration (37 CFR 1.63).

Total Attachments: 7

- source=EXECUTED FCH Patent Security Agreement (2)#page1.tif
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PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT (the "Agreement") made as of this 30th day of March, 2017, by Theravent, Inc., a Delaware corporation ("Grantor"), in favor of NXT Capital, LLC, in its capacity as Agent for the Lenders party to the Credit Agreement (defined below) (herein, "Grantee"):

WITNESSETH

WHEREAS, Grantor, one or more of its affiliates, Grantee and the lenders identified therein are parties to that certain Credit Agreement dated as of March 30, 2017 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), providing for extensions of credit to be made to Grantor (or one or more affiliates thereof) by Grantee and the Lenders; and

WHEREAS, pursuant to the terms of that certain Guarantee and Collateral Agreement dated as of March 30, 2017, among Grantor, one or more of its affiliates and Grantee (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), Grantor has granted to Grantee, for the benefit of Secured Parties, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Patents (as defined in the Collateral Agreement), and all products and proceeds thereof, to secure payment and performance of the Obligations;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Collateral Agreement. The Credit Agreement and Collateral Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Collateral Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure payment and performance of the Obligations, Grantor hereby grants to Grantee, for the benefit of Secured Parties, and hereby reaffirms its prior grant pursuant to the Collateral Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Patent Collateral"), whether now owned or existing and hereafter created, acquired or arising:

(i) each Patent and application for Patent listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof; and

(ii) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any Patent.

3. Governing Law. This 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 Page Follows]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

THERAVENT, INC.

By: 

Name: Alex Deegan

Title: Secretary

Agreed and Accepted
As of the Date First Written Above:

NXT CAPITAL, LLC,
as Agent

By: 
Name: Andrea Tunick
Title: Director

SCHEDULE 1**Patents**

Patent Description	Patent Number	Registration Date	Jurisdiction
Nasal respiratory devices for positive end-expiratory pressure	9238113	1/19/16	U.S. Federal Patent
Layered nasal devices	8985116	3/24/15	U.S. Federal Patent
Layered nasal respiratory devices	8875711	11/4/14	U.S. Federal Patent
Methods and devices for improving breathing in patients with pulmonary disease	8707955	4/29/14	U.S. Federal Patent
Nasal devices with respiratory gas source	8365736	2/5/13	U.S. Federal Patent
Adhesive nasal respiratory services	8302607	11/6/12	U.S. Federal Patent
Methods of treating a sleeping subject	8302606	11/6/12	U.S. Federal Patent
Methods of treating a disorder by inhibiting expiration	8291909	10/23/12	U.S. Federal Patent
Method of packaging and dispensing nasal devices	8281557	10/9/12	U.S. Federal Patent
Adjustable nasal devices	8240309	8/14/12	U.S. Federal Patent
Nasal devices for use while sleeping	8235046	8/7/12	U.S. Federal Patent

Sealing nasal devices for use while sleeping	8215308	7/10/12	U.S. Federal Patent
Adhesive nasal respiratory devices	8061357	11/22/11	U.S. Federal Patent
Packaging and dispensing nasal devices	8020700	9/20/11	U.S. Federal Patent
Methods and devices for improving breathing in patients with pulmonary disease	7992563	8/9/11	U.S. Federal Patent
Respiratory devices	7992564	2/24/10	U.S. Federal Patent
Nasal devices	7987852	8/2/11	U.S. Federal Patent
Nasal respiratory devices	7856979	12/28/10	U.S. Federal Patent
Nasal respiratory devices for positive end-expiratory pressure	7806120	10/5/10	U.S. Federal Patent
Respiratory devices	7798148	9/21/10	U.S. Federal Patent
Methods of treating respiratory disorders	7735491	6/15/10	U.S. Federal Patent
Nasal respiratory devices	7735492	6/15/10	U.S. Federal Patent
Nasal devices	7506649	3/24/09	U.S. Federal Patent
Methods and devices for improving breathing in patients with pulmonary disease	7334581	2/26/08	U.S. Federal Patent

Methods and devices for improving breathing in patients with pulmonary disease	6722360	4/20/04	U.S. Federal Patent
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Patent Applications

Patent Application Description	Patent Application Number	Patent Application Date	Jurisdiction
Passive Nasal Peep Devices	14071582	11/4/13	U.S. Federal Patent
Nasal Respiratory Devices	14997870	1/18/16	U.S. Federal Patent
Nasal devices with variable leak paths, nasal devices with aligners, and nasal devices with flap valve protectors	14371392	7/9/14	U.S. Federal Patent
CPAP Interface and Backup Devices	14142038	12/27/13	U.S. Federal Patent