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| <b>PATENT ASSIGNMENT COVER SHEET</b> |
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Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT4672847

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|------------------------------|---------------------------|
| <b>SUBMISSION TYPE:</b>      | NEW ASSIGNMENT            |
| <b>NATURE OF CONVEYANCE:</b> | PATENT SECURITY AGREEMENT |

**CONVEYING PARTY DATA**

| Name            | Execution Date |
|-----------------|----------------|
| THERAVENT, INC. | 11/02/2017     |

**RECEIVING PARTY DATA**

|                        |   |
|------------------------|---|
| <b>Name:</b>           | CERBERUS BUSINESS FINANCE, LLC, AS COLLATERAL AGENT |
| <b>Street Address:</b> | 875 THIRD AVENUE                                    |
| <b>City:</b>           | NEW YORK  |
| <b>State/Country:</b>  | NEW YORK  |
| <b>Postal Code:</b>    | 10022   |

**PROPERTY NUMBERS Total: 28**

| Property Type       | Number   |
|---------------------|----------|
| Patent Number:      | 8302607  |
| Patent Number:      | 8061357  |
| Patent Number:      | 8240309  |
| Application Number: | 14142038 |
| Patent Number:      | 8985116  |
| Patent Number:      | 8875711  |
| Patent Number:      | 7334581  |
| Patent Number:      | 8707955  |
| Patent Number:      | 7992563  |
| Patent Number:      | 8291909  |
| Patent Number:      | 8302606  |
| Patent Number:      | 7735491  |
| Patent Number:      | 7506649  |
| Patent Number:      | 7987852  |
| Patent Number:      | 8235046  |
| Patent Number:      | 8365736  |
| Application Number: | 14371392 |
| Patent Number:      | 7856979  |
| Patent Number:      | 7735492  |
| Application Number: | 14997870 |

PATENT

| Property Type       | Number   |
|---------------------|----------|
| Patent Number:      | 9238113  |
| Patent Number:      | 7806120  |
| Patent Number:      | 8020700  |
| Patent Number:      | 8281557  |
| Application Number: | 14071582 |
| Patent Number:      | 7798148  |
| Patent Number:      | 7992564  |
| Patent Number:      | 8215308  |

**CORRESPONDENCE DATA**

**Fax Number:** (212)593-5955

*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:** 212-756-2132

**Email:** scott.kareff@srz.com

**Correspondent Name:** S. KAREFF C/O SCHULTE ROTH & ZABEL LLP

**Address Line 1:** 919 THIRD AVENUE

**Address Line 2:** 19TH FLOOR

**Address Line 4:** NEW YORK, NEW YORK 10022

**ATTORNEY DOCKET NUMBER:** 014951-1742

**NAME OF SUBMITTER:** SCOTT KAREFF (014951-1742)

**SIGNATURE:** /kc for sk/

**DATE SIGNED:** 11/02/2017

**Total Attachments: 8**

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**Patent Security Agreement**

This **Patent Security Agreement** (this "Patent Security Agreement"), dated as of November 2, 2017 made by Theravent, Inc. ("Grantor"), in favor of CERBERUS BUSINESS FINANCE, LLC, as collateral agent (in such capacity, and together with its successors and assigns in such capacity, the "Collateral Agent") for the Secured Parties (as defined in the Guarantee and Collateral Agreement referred to below) and as administrative agent (in such capacity, and together with its successors and assigns in such capacity, the "Administrative Agent").

**W I T N E S S E T H:**

WHEREAS, the Grantor is party to the Guarantee and Collateral Agreement, dated as of November 2, 2017 (as amended, amended and restated, waived, supplemented or otherwise modified from time to time, the "**Guarantee and Collateral Agreement**"), in favor of the Collateral Agent, for the benefit of the Secured Parties, pursuant to which the Grantor is required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor and the Collateral Agent hereby agree as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, initially capitalized terms defined in the Guarantee and Collateral Agreement and used herein have the meaning given to them in the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest in Patent Collateral. 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 of the Grantor, the Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of its right, title and interest in and to the following property (wherever located), whether now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Patent Collateral"):

- (a) Patents, including those listed on Schedule I attached hereto;
- (a) Patent Licenses, including those listed on Schedule I attached hereto
- (b) all Proceeds of any and all of the foregoing.

Notwithstanding anything to the contrary contained in clauses (a) and (b) above or otherwise set forth in this Patent Security Agreement, no security interest is or will be granted pursuant to this Patent Security Agreement in any right, title or interest of the Grantor under or in, and the term "Patent Collateral" shall not include, any Excluded Assets.

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

set forth herein. In the event that any provision of this Patent Security Agreement is deemed to conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. At such time as the Loans, the Reimbursement Obligations and the other Obligations (other than contingent obligations for which no claim has been made) then due and owing shall have been paid in full, the Commitments have been terminated and no Letters of Credit shall be outstanding (except for Letters of Credit that have been cash collateralized or otherwise provided for in a manner reasonably satisfactory to the relevant Issuing Bank), all Patent Collateral shall be automatically released from the Liens created hereby, and this Patent Security Agreement and all obligations (other than those expressly stated to survive such termination) of the Collateral Agent and the Grantor hereunder shall terminate, all without delivery of any instrument or performance of any act by any party, and all rights to the Patent Collateral shall revert to the Grantor. At the request and sole expense of the Grantor following any such termination, the Collateral Agent shall deliver to the Grantor any Patent Collateral held by the Collateral Agent hereunder, and the Collateral Agent and the Administrative Agent shall execute and deliver to the Grantor such documents (including without limitation UCC termination statements) as the Grantor shall reasonably request to evidence such termination.

SECTION 5. Counterparts. This Patent Security Agreement may be executed by one or more of the parties to this Patent Security Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

SECTION 6. Governing Law; Consent to Jurisdiction; Waiver of Jury Trial. **Subsections 9.11, 9.12 and 9.14 of the Guarantee and Collateral Agreement are incorporated herein, mutatis mutandis, as if a part hereof.**

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Grantor and the Collateral Agent have caused this Patent Security Agreement to be duly executed and delivered by their duly authorized officers as of the date first above written.

THERAVENT, INC., as Grantor

*May Petracco*

By:

\_\_\_\_\_  
Name: May Petracco

Title: Chief Financial Officer

Accepted and Agreed:

**CERBERUS BUSINESS FINANCE, LLC**  
as Collateral Agent

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

Name: Daniel E. Wolf,

Title: Chief Executive Officer

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

**PATENT**  
**REEL: 044035 FRAME: 0580**

**SCHEDULE I**  
**to**  
**PATENT SECURITY AGREEMENT**  
**UNITED STATES PATENT REGISTRATIONS AND UNITED STATES PATENT APPLICATIONS**

**United States Patent Registrations:**

| <b>Company</b>  | <b>Title</b>   | <b>Application No.</b> | <b>Patent No.</b> | <b>Filing Date</b> | <b>Issue Date</b> |
|-----------------|--|------------------------|-------------------|--------------------|-------------------|
| Theravent, Inc. | Adhesive Nasal Respiratory Devices   | 13/299,181             | 8,302,607         | 11/17/2011         | 11-06-2012        |
| Theravent, Inc. | Adhesive Nasal Respiratory Devices   | 12/141,875             | 8,061,357         | 06-18-2008         | 11-22-2011        |
| Theravent, Inc. | Adjustable Nasal Devices   | 11/941,915             | 8,240,309         | 11-16-2007         | 08-14-2012        |
| Theravent, Inc. | Cpap Interface And Backup Devices  | 14/142,038             |                   | 12-27-2013         |                   |
| Theravent, Inc. | Layered Nasal Devices  | 11/759,916             | 8,985,116         | 06-07-2007         | 03-24-2015        |
| Theravent, Inc. | Layered Nasal Respiratory Devices  | 13/117,933             | 8,875,711         | 05-27-2011         | 11-04-2014        |
| Theravent, Inc. | Methods And Devices For Improving Breathing In Patients With Pulmonary Disease | 10/827,073             | 7,334,581         | 4/19/2004          | 2/26/2008         |
| Theravent, Inc. | Methods And Devices For Improving Breathing In Patients With Pulmonary Disease | 13/164,705             | 8,707,955         | 6/20/2011          | 4/29/2014         |
| Theravent, Inc. | Methods And Devices For  | 12/014,060             | 7,992,563         | 1/14/2008          | 8/9/2011          |

|                 |   |            |           |           |  |            |
|-----------------|---|------------|-----------|-----------|--|------------|
| Theravent, Inc. | Improving Breathing In Patients With Pulmonary Disease  |            |           |           |  |            |
| Theravent, Inc. | Methods Of Treating A Disorder By Inhibiting Expiration   | 12/885,366 | 8,291,909 | 9/17/2010 |  | 10/23/2012 |
| Theravent, Inc. | Methods Of Treating A Sleeping Subject  | 12/885,359 | 8,302,606 | 9/17/2010 |  | 11/6/2012  |
| Theravent, Inc. | Methods Of Treating Respiratory Disorders   | 11/298,362 | 7,735,491 | 12/8/2005 |  | 6/15/2010  |
| Theravent, Inc. | Nasal Devices   | 11/811,339 | 7,506,649 | 6/7/2007  |  | 3/24/2009  |
| Theravent, Inc. | Nasal Devices   | 12/369,681 | 7,987,852 | 2/11/2009 |  | 8/2/2011   |
| Theravent, Inc. | Nasal Devices For Use While Sleeping  | 12/884,146 | 8,235,046 | 9/16/2010 |  | 8/7/2012   |
| Theravent, Inc. | Nasal Devices With Respiratory Gas Source   | 12/884,151 | 8,365,736 | 9/16/2010 |  | 2/5/2013   |
| Theravent, Inc. | Nasal Devices With Variable Leak Paths, Nasal Devices With Aligners, And Nasal Devices With Flap Valve Protectors | 14/371,392 |           | 7/9/2014  |  |            |
| Theravent, Inc. | Nasal Respiratory Devices   | 11/805,496 | 7,856,979 | 5/22/2007 |  | 12/28/2010 |
| Theravent, Inc. | Nasal Respiratory Devices   | 11/298,640 | 7,735,492 | 12/8/2005 |  | 6/15/2010  |



|                 |  |            |           |           |           |
|-----------------|--|------------|-----------|-----------|-----------|
| Theravent, Inc. | Nasal Respiratory Devices                                      | 14/997,870 |           | 1/18/2016 |           |
| Theravent, Inc. | Nasal Respiratory Devices For Positive End-Expiratory Pressure | 12/877,836 | 9,238,113 | 9/8/2010  | 1/19/2016 |
| Theravent, Inc. | Nasal Respiratory Devices For Positive End-Expiratory Pressure | 11/811,401 | 7,806,120 | 6/7/2007  | 10/5/2010 |
| Theravent, Inc. | Packaging And Dispensing Nasal Devices                         | 12/329,271 | 8,020,700 | 12/5/2008 | 9/20/2011 |
| Theravent, Inc. | Packaging And Dispensing Nasal Devices                         | 13/212,948 | 8,281,557 | 8/18/2011 | 10/9/2012 |
| Theravent, Inc. | Passive Nasal Peep Devices                                     | 14/071,582 |           | 11/4/2013 |           |
| Theravent, Inc. | Respiratory Devices  | 11/298,339 | 7,798,148 | 12/8/2005 | 9/21/2010 |
| Theravent, Inc. | Respiratory Devices  | 12/711,782 | 7,992,564 | 2/24/2010 | 8/9/2011  |
| Theravent, Inc. | Sealing Nasal Devices For Use While Sleeping                   | 12/884,140 | 8,215,308 | 9/16/2010 | 7/10/2012 |

**United States Patent Applications:**

None.

**Patent Licenses:**

Purchase and License Agreement by and between Theravent, Inc. and Provent Sleep Therapy LLC, entered into as of May 22, 2015

Amended and Restated Manufacturing and Supply Agreement between Chemical Works of Gedeon Richter, LTD., Gedeon Richter USA, INC. and Duramed Pharmaceuticals, Inc., made as of December 15, 2004, as amended.

**PATENT**

**REEL: 044035 FRAME: 0584**