

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT4737367

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
BELMONT INSTRUMENT, LLC	12/15/2017
RECEIVING PARTY DATA	
Name:	CAPITAL ONE, NATIONAL ASSOCIATION, AS AGENT
Street Address:	2 BETHESDA METRO CENTER SUITE 600
City:	BETHESDA
State/Country:	MARYLAND
Postal Code:	20814
PROPERTY NUMBERS Total: 12	
Property Type	Number
Patent Number:	9737672
Patent Number:	8387963
Patent Number:	7819835
Patent Number:	6480257
Patent Number:	6236809
Patent Number:	6175688
Application Number:	13999066
Application Number:	14121749
Application Number:	12228618
Application Number:	15364499
Application Number:	15364515
Application Number:	15364532
CORRESPONDENCE DATA	
Fax Number:	(404)572-5100
<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:	4045723408
Email:	mramic@kslaw.com
Correspondent Name:	MIA RAMIC KING AND SPALDING
Address Line 1:	1180 PEACHTREE STREET NE
Address Line 4:	ATLANTA, GEORGIA 30309

PATENT

ATTORNEY DOCKET NUMBER:	24046.015142
NAME OF SUBMITTER:	/S/ MIA RAMIC
SIGNATURE:	/s/ Mia Ramic
DATE SIGNED:	12/15/2017
	This document serves as an Oath/Declaration (37 CFR 1.63).
Total Attachments: 6 source=Patent Security Agreement (Execution)#page1.tif source=Patent Security Agreement (Execution)#page2.tif source=Patent Security Agreement (Execution)#page3.tif source=Patent Security Agreement (Execution)#page4.tif source=Patent Security Agreement (Execution)#page5.tif source=Patent Security Agreement (Execution)#page6.tif	

PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of December 15, 2017, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of Capital One, National Association ("Capital One"), as 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.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, dated as of December 15, 2017 (as the same may be amended, restated, supplemented and/or modified from time to time, the "Credit Agreement"), by and among Belmont Instrument, LLC, a Massachusetts limited liability company, as Borrower, the other financial institutions party thereto from time to time (the "Lenders") and Capital One, as Agent for the Lenders, the Lenders 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 has agreed, pursuant to a Guarantee and Collateral Agreement of even date herewith in favor of Agent (and such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guarantee and Collateral 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 and Agent to enter into the Credit Agreement and to induce the Lenders 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 Guarantee and Collateral 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 (excluding any Excluded Property) of such Grantor (the "Patent Collateral"):

(a) all of its Patents and all Patent Licenses providing for the grant by or to such Grantor of any right under any Patent, 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. Guarantee and Collateral 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 Guarantee and Collateral 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 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.

Section 4. Termination. Upon the termination of the Guarantee and Collateral Agreement in accordance with Section 8.17 thereof, the Agent shall, at the expense of the Grantor, execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the lien on and security interest in the Patent Collateral under this Patent Security Agreement.

Section 5. 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 Patent Licenses subject to a security interest hereunder.

Section 6. 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 7. 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 law 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.

BELMONT INSTRUMENT, LLC,

as Grantor

By:

Name:

Title: Chief Financial Officer

ACCEPTED AND AGREED
as of the date first above written:

CAPITAL ONE, NATIONAL ASSOCIATION,
as Agent

By:

Name:

Title:

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

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.

BELMONT INSTRUMENT LLC,
as Grantor

By: _____
Name:
Title:

ACCEPTED AND AGREED
as of the date first above written:

CAPITAL ONE, NATIONAL ASSOCIATION,
as Agent

By: _____
Name: Danielle Katz
Title: Duly Authorized Signatory

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

SCHEDULE I
TO
PATENT SECURITY AGREEMENT

Patent Registrations

1. REGISTERED PATENTS

Title	Owner	Patent Number	Issue Date of Patent
Hyperthermia, system, method, and components	Belmont Instrument, LLC	9,737,672	08/22/2017
Clamp	Belmont Instrument, LLC	8,387,963	03/05/2013
Hyperthermia, system, method and components	Belmont Instrument, LLC	7,819,835	10/26/2010
Heat exchanger useable in wearable fluid heater	Belmont Instrument, LLC	6,480,257	11/12/2002
Wearable intravenous fluid heater	Belmont Instrument, LLC	6,236,809	05/22/2001
Wearable intravenous fluid heater	Belmont Instrument, LLC	6,175,688	01/16/2001

2. PATENT APPLICATIONS

Title	Owner	Publication Number	Publication Date	Application Number	Filing Date
Hyperthermia, system, method, and components	Belmont Instrument, LLC	2017-0202704	07/20/2017	13/999,066	01/09/2014
Method and system providing more accurate fluid temperature monitoring with selectable fluid input and output arrangements for body cavity treatments	Belmont Instrument, LLC	2016-0101228	04/14/2016	14/121,749	10/14/2014
Pressure responsive fluid flow control valves	Belmont Instrument, LLC	2009-0192446	07/30/2009	12/228,618	08/14/2008
Rapid infuser with advantageous flow path for blood and fluid warming	Belmont Instrument, LLC	N/A	N/A	15/364,499	11/30/2016
Slack time heating system for blood	Belmont Instrument,	N/A	N/A	15/364,515	11/30/2016

and fluid warming	LLC				
Rapid infuser with vacuum release valve	Belmont Instrument, LLC	N/A	N/A	15/364,532	11/30/2016