

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4756633

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
EXCELSIOR MEDICAL CORPORATION	11/08/2017

RECEIVING PARTY DATA

Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION, AS ADMINISTRATIVE AGENT
Street Address:	MAC 01109-019, 1525 W. W.T. HARRIS BLVD.
City:	CHARLOTTE
State/Country:	NORTH CAROLINA
Postal Code:	28262

PROPERTY NUMBERS Total: 21

Property Type	Number
Patent Number:	6592564
Patent Number:	6679870
Patent Number:	6685694
Patent Number:	8167847
Patent Number:	8968268
Patent Number:	9707349
Patent Number:	9707348
Patent Number:	8231602
Patent Number:	8845593
Patent Number:	9700676
Patent Number:	9700677
Patent Number:	9700710
Patent Number:	9259535
Patent Number:	9707350
Application Number:	15637998
Application Number:	13476772
Application Number:	13113777
Application Number:	13803289
Application Number:	14616593
Application Number:	14703134

PATENT

Property Type	Number
Application Number:	14826180

CORRESPONDENCE DATA

Fax Number: (800)914-4240

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.

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Correspondent Name: CT CORPORATION

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Address Line 2: SUITE 125

Address Line 4: COLUMBUS, OHIO 43219

NAME OF SUBMITTER:	ELAINE CARRERA
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SIGNATURE:	/Elaine Carrera/
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DATE SIGNED:	01/02/2018
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Total Attachments: 6

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GRANT OF PATENT SECURITY INTEREST

WHEREAS, Excelsior Medical Corporation, a Delaware corporation (“Grantor”), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Patent Collateral (as defined below); and

WHEREAS, ICU Medical, Inc., a Delaware corporation (the “Borrower”), has entered into a Revolving Credit Agreement, dated as of November 8, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), with the financial institutions party thereto from time to time (collectively, together with their respective successors and assigns party to the Credit Agreement from time to time, the “Lenders”), and Wells Fargo Bank, National Association, as Administrative Agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the “Administrative Agent”) pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend a certain credit facility to the Borrower; and

WHEREAS, the Borrower and its subsidiaries may from time to time enter, or may from time to time have entered, into one or more Secured Cash Management Agreements (as defined in the Credit Agreement) or Secured Hedge Agreements (as defined in the Credit Agreement) in accordance with the terms of the Credit Agreement; and

WHEREAS, Grantor has executed and delivered that certain Guaranty Agreement, dated as of November 8, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the “Guaranty”), in favor of the Administrative Agent for the benefit of the Lenders and other secured parties, pursuant to which Grantor has guaranteed the prompt payment and performance when due of: (i) all obligations of the Borrower under the Credit Agreement and the other Loan Documents (as defined in the Credit Agreement); (ii) all obligations of the Borrower under the Secured Cash Management Agreements and the Secured Hedge Agreements (other than any Excluded Swap Obligations of the Grantor); (iii) all obligations of each other person party to the Guaranty (other than the obligations of the Grantor) under the Secured Cash Management Agreements and the Secured Hedge Agreements (other than any Excluded Swap Obligations of the Grantor), and (iv) the other obligations described therein; and

WHEREAS, pursuant to the terms of a Collateral Agreement, dated as of November 8, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among Grantor, the Administrative Agent and the other grantors named therein, Grantor has created in favor of the Administrative Agent a security interest in, and the Administrative Agent has become a secured creditor with respect to, the Patent Collateral (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Collateral Agreement, to evidence further the security interest granted by Grantor to the Administrative Agent pursuant to the Collateral Agreement, Grantor hereby grants to the Administrative Agent a security interest in all of Grantor’s right, title and interest in and to the

following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the "Patent Collateral"):

(i) all rights, title and interest (including rights acquired pursuant to a license or otherwise) in and to all patents and patent applications and rights and interests in patents and patent applications under any domestic or foreign law that are presently, or in the future may be, owned or held by such Grantor and all patents and patent applications and rights, title and interests in patents and patent applications under any domestic or foreign law that are presently, or in the future may be, owned by such Grantor in whole or in part (including, without limitation, the patents and patent applications set forth on Schedule A annexed hereto), all rights (but not obligations) corresponding thereto to sue for past, present and future infringements and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof; and

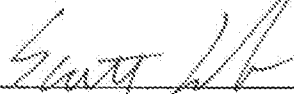
(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Patent Collateral and, to the extent not otherwise included, all payments under insurance (whether or not the Administrative Agent is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Patent Collateral. For purposes of this Grant of Patent Security Interest, the term "proceeds" includes whatever is receivable or received when Patent Collateral or proceeds are sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Patent Collateral granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

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IN WITNESS WHEREOF, Grantor has caused this Grant of Patent Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 8 day of November, 2017.

EXCELSIOR MEDICAL CORPORATION

By: 
Name: Scott E. Lamb
Title: Chief Financial Officer

**SCHEDULE A
TO
GRANT OF PATENT SECURITY INTEREST**

Patents Issued and Applications:

Owner:	Title of Invention:	Application No.	Filing Date:	Patent No.:	Issue Date:	Publication No.:	Publication Date:
Excelsior Medical Corporation	METHODS AND KITS FOR FOR LOCKING AND AND DISINFECTING IMPLANTED CATHETERS	09/359842	7/23/1999	6592564	7/15/2003	2002/0082582 A1	6/27/2002
Excelsior Medical Corporation	METHODS AND KITS FOR FOR LOCKING AND AND DISINFECTING IMPLANTED CATHETERS	09/611421	7/7/2000	6679870	1/20/2004		
Excelsior Medical Corporation	METHODS AND KITS FOR FOR LOCKING AND AND DISINFECTING IMPLANTED CATHETERS	09/859886	5/16/2001	6685694	2/3/2004	2002/0010438 A1	1/24/2002
Excelsior Medical Corporation	ANTISEPTIC CAP AND ANTISEPTIC CAP EQUIPPED PLUNGER AND SYRINGE BARREL ASSEMBLY	11/821190	6/22/2007	8167847	5/1/2012	2008/0086091 A1	4/10/2008
Excelsior Medical Corporation	ANTISEPTIC CAP	13/456853	4/26/2012	8968268	3/3/2015	2013/0023828 A1	1/24/2013
Excelsior Medical Corporation	ANTISEPTIC CAP	13/649569	10/11/2012	9707349	7/18/2017	2013/0035667 A1	2/7/2013
Excelsior Medical Corporation	ANTISEPTIC CAP WITH THREAD COVER	12/214526	6/19/2008	9707348	7/18/2017	2012/0245531 A9	9/27/2012
Excelsior Medical Corporation	METHOD OF CLEANING AND COVERING AN ACCESS SITE	13/095516	4/27/2011	8231602	7/31/2012	2011/0290799 A1	12/1/2011
Excelsior Medical Corporation	ANTISEPTIC CAP WITH ANTISEPTIC	13/473057	5/16/2012	8845593	9/30/2014	2012/0283693 A1	11/8/2012
Excelsior Medical Corporation	METHOD OF CLEANING AND COVERING AN	13/560499	7/27/2012	9700676	7/11/2017	2012/0296284 A1	11/22/2012

Owner:	Title of Invention:	Application No.	Filing Date:	Patent No:	Issue Date:	Publication No:	Publication Date:
	ACCESS SITE						
Excelsior Medical Corporation	ANTISEPTIC CAP WITH ANTISEPTIC	14/500090	9/29/2014	9700677	7/11/2017	2015/0018774 A1	1/15/2015
Excelsior Medical Corporation	ANTISEPTIC CAP EQUIPPED SYRINGE	13/288529	11/3/2011	9700710	7/11/2017	2012/0109073 A1	5/3/2012
Excelsior Medical Corporation	ANTISEPTIC CAP EQUIPPED SYRINGE	13/547650	7/12/2012	9259535	2/16/2016	2013/0006194 A1	1/3/2013
Excelsior Medical Corporation	ANTISEPTIC CAP EQUIPPED SYRINGE	14/799022	7/14/2015	9707350	7/18/2017	2015/0314119 A1	11/5/2015
Excelsior Medical Corporation	ANTISEPTIC CAP EQUIPPED SYRINGE	15/637998	6/29/2017				
Excelsior Medical Corporation	CAPS FOR CANNULA ACCESS DEVICES	13/476772	5/21/2012			2013/0030414 A1	1/31/2013
Excelsior Medical Corporation	ANTISEPTIC LINE CAP	13/113777	5/23/2011			2012/0302997 A1	11/29/2012
Excelsior Medical Corporation	ANTISEPTIC CAP	13/803289	3/14/2013			2013/0197485 A1	8/1/2013
Excelsior Medical Corporation	SWAB DEVICES	14/616593	2/6/2015			2015/0217106 A1	8/6/2015
Excelsior Medical Corporation	STRIP PACKAGE FOR ANTISEPTIC CAP	14/703134	5/4/2015			2015/0314120 A1	11/5/2015
Excelsior Medical Corporation	DISINFECTANT CAPS	14/826180	8/13/2015			2016/0045629 A1	2/18/2016