

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4756675

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY AGREEMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	TANGENT MEDICAL TECHNOLOGIES, INC.	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: 5		
Property Type	Number	
Application Number:	13111716	
Application Number:	14299872	
Application Number:	14314897	
Application Number:	13111693	
Application Number:	14267811	
CORRESPONDENCE DATA		
Fax Number:	(800)914-4240	
<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:	800-713-0755	
Email:	Michael.Violet@wolterskluwer.com	
Correspondent Name:	CT CORPORATION	
Address Line 1:	4400 EASTON COMMONS WAY	
Address Line 2:	SUITE 125	
Address Line 4:	COLUMBUS, OHIO 43219	
NAME OF SUBMITTER:	ELAINE CARRERA	
SIGNATURE:	/Elaine Carrera/	
DATE SIGNED:	01/02/2018	
Total Attachments: 5		
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GRANT OF PATENT SECURITY INTEREST

WHEREAS, Tangent Medical Technologies, Inc., 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.

TANGENT MEDICAL TECHNOLOGIES, INC.

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:
Tangent Medical Technologies, Inc.	SAFETY NEEDLE SYSTEM OPERABLE WITH A MEDICAL DEVICE	13/111716	5/19/2011	8814833	8/26/2014	2011/0288482 A1	11/24/2011
Tangent Medical Technologies, Inc.	SAFETY NEEDLE SYSTEM OPERABLE WITH A MEDICAL DEVICE	14/299872	6/9/2014			2015/0224267 A1	8/13/2015
Tangent Medical Technologies, Inc.	SAFETY NEEDLE SYSTEM OPERABLE WITH A MEDICAL DEVICE	14/314897	6/25/2014	9308354	4/12/2016	2014/0371715 A1	12/18/2014
Tangent Medical Technologies, Inc.	INTEGRATED VASCULAR DELIVERY SYSTEM	13/111693	5/19/2011	8771230	7/8/2014	2011/0301541 A1	12/8/2011
Tangent Medical Technologies, Inc.	INTEGRATED VASCULAR DELIVERY SYSTEM	14/267811	5/1/2014			2014/0296829 A1	10/2/2014