

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT4921583

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
ASCEND VENTURES LIMITED	04/06/2018
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	SOMNETICS GLOBAL PTE. LTD.
<b>Street Address:</b>	2 KIM CHUAN DRIVE, #06-01
<b>Internal Address:</b>	CSI DISTRIBUTION CENTRE
<b>City:</b>	SINGAPORE
<b>State/Country:</b>	SINGAPORE
<b>Postal Code:</b>	537080
<b>PROPERTY NUMBERS Total: 13</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	8091553
Patent Number:	7845353
Patent Number:	8020557
Patent Number:	8631791
Patent Number:	9694153
Patent Number:	D555235
Patent Number:	8567397
Patent Number:	9016276
Patent Number:	8074645
Patent Number:	8602025
Patent Number:	9597477
Application Number:	15040040
Application Number:	14571479
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	
<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>	
<b>Phone:</b>	612-305-1227
<b>Email:</b>	ahoernemann@mrgs.com

**Correspondent Name:** MATTHEW W. ADAMS  
**Address Line 1:** 111 THIRD AVENUE SOUTH  
**Address Line 2:** SUITE 350  
**Address Line 4:** MINNEAPOLIS, MINNESOTA 55401

**ATTORNEY DOCKET NUMBER:** 417.00000000

**NAME OF SUBMITTER:** MATHEW W ADAMS

**SIGNATURE:** /Matthew W. Adams, Reg# 43459/

**DATE SIGNED:** 04/18/2018

**Total Attachments: 12**

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## DEED OF PARTIAL RELEASE OF ASSETS FROM DEBENTURE ("DEED")

THIS DEED is made on 6<sup>th</sup> April 2018

### BETWEEN:

I. **SOMNETICS GLOBAL PTE. LTD.** (UEN 201022576Z), a company incorporated in Singapore and whose registered address is at 2 Kim Chuan Drive #06-01, CSI Distribution Centre, Singapore 537080 ("SGPL"); and

II. **ASCEND VENTURES LIMITED** (Company Registration Number: 1801648), a company incorporated in the British Virgin Islands and whose registered office is at P.O. Box 957, Offshore Incorporations Centre, Road Town, Tortola, British Virgin Islands ("**Ascend**" or "**Security Trustee**") as security trustee for the Secured Parties).

SGPL and Ascend collectively the "**Parties**" and each a "**Party**" in this Deed.

### WHEREAS

A. Pursuant to a convertible loan agreement dated 25 August 2016 ("**CLA**") and made between the Borrower, Killian Court Pte. Ltd. ("**Killian**"), WhiteRock Medical Company Pte. Ltd. ("**WhiteRock**") and the Security Trustee, the Lenders agreed to make available to the Borrower a Convertible Loan of up to [REDACTED].

DA  
CT

B. As security for the Total Indebtedness, the SGPL granted a fixed and floating charge over the assets of the Borrower ("**Charge**", a copy of which was recorded with the United States Patent and Trademark Office at REEL 040168, Frame 0001, on September 28, 2016) pursuant to a redacted Deed of Debenture dated 25 August 2016 ("**Debenture**").

C. The Security Trustee holds the benefit of the Debenture on trust for the Secured Parties on the terms of the Finance Documents.

D. SGPL has requested that some (but not all) of its Charged Assets subject to the Charge, being those described in Section 1 below, be released from the Charge in order that the Released Assets be used as collateral for a loan to be procured by its wholly-owned subsidiary, Somnetics International, Inc., a Minnesota corporation ("**SII**"), from Whitecliff/Somnetics L.P., a Minnesota limited partnership.

E. Clause 13.4 of the CLA provides Ascend, as Security Trustee, with the authority to release SGPL's Charged Assets from the Charge under any of the Security Documents without any need for any further authority from any Secured Party (or the Borrower).

F. Pursuant to a Deed of Consent and Waiver dated 6 April 2018, all parties to the CLA have expressly approved and consented to release the Released Assets from the Charge and have expressly directed and authorised Ascend to exercise its authority, execute necessary documents and do such things necessary to so release the Released Assets from the Charge.

G. Ascend, having determined that the release of the Released Assets from the Charge is in the best interests of the parties to the CLA, including the Original Lender and the other Lenders and the Secured Parties thereunder, has agreed to exercise the above-described authority granted to it to release the Charge with respect to the Released Assets pursuant to this Deed.

**NOW, THEREFORE**, based on the foregoing Recitals, which are hereby incorporated into this Deed by this reference, and all capitalized terms not expressly defined herein shall have the same meaning as defined or construed under the CLA and Debenture respectively unless the context otherwise requires, Ascend and SGPL agree to the following:

1. **Partial Release of Charge.** Ascend hereby releases from the Charge the assets owned by SGPL that relate to the business of SII (other than Investments, as defined in the Debenture) ("**Released Assets**"), including but not limited to:

(a) any and all inventions, patents, patent applications, and other patent rights including those described on the attached Table 1 describing intellectual property of SGPL ("**Patents**"), and all reissues, divisionals, continuations, continuations-in-part, renewals, extensions, and reexaminations thereof and amendments thereto, and all rights accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(b) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing Patents;

(c) any and all claims and causes of action, with respect to any of the foregoing Patents, whether occurring before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages; and

(d) such other assets that are described on the attached Table 2.

Ascend shall promptly file with the appropriate government agencies any documents required so that the Released Assets will be owned by SGPL, free of any claim, lien, charge or encumbrance of any lender or other party to the CLA. Ascend shall provide evidence of such filings to SGPL as soon as possible.

2. **Documents; Further Actions.** Ascend and/or SGPL will execute such documents and take such further actions as are necessary to partially release the Charge as such may reasonably be requested by SGPL or SII. Without limiting the generality of the foregoing sentence, Ascend will execute such documents as SGPL or SII may submit to Ascend to release the Released Assets as may be registered at the following governmental offices: (a) the United States Patent and Trademark Office and other national patent offices as required; (b) the Office of the Secretary of State for the State of Minnesota, and (c) partially release the particulars of Charged Assets lodged with the Registrar of Companies of Singapore pursuant to section 131 of the Singapore Companies Act (Cap 50). Ascend represents and warrants to SGPL that other than filings of record with the governmental offices stated in the previous sentence, Ascend has not made any other governmental filings (to perfect its security interest or otherwise) in connection with the Debenture, and that no additional filings need to be made to fully release the Released Assets from the Charge.

3. **Limited Scope of Release.** Nothing set forth in this Deed is intended by Ascend to effect any change to the CLA or to the respective rights, duties and obligations of the parties thereto, except as specifically contemplated by this Deed. Except to the extent necessarily amended, varied or supplemented by the provisions of this Deed, all the existing terms and conditions of the Debenture and all the rights and liabilities of the Parties respectively therein shall remain in full force and effect and continue to bind the Parties. The Debenture and this Deed shall be read and construed together and, without prejudice to the generality of the foregoing, where the context so allows, all references in the

Debenture to "this Agreement", "hereof", "herein", "herewith", "hereunder" and words of similar effect, shall be read and construed as references to the Debenture as amended, varied or supplemented to the extent provided by this Deed. In the event of any conflict or inconsistency between any of the terms of this Deed with any of the terms of the Debenture, the terms of this Deed shall prevail to the extent of such inconsistency and no further, and the Debenture shall be deemed to have been amended, varied or supplemented to the extent only necessary to give effect to the terms of this Deed. For purposes of clarification, SII shall have no further obligations under the Debenture and none of its assets shall be subject to the Charge.

4. This Deed may be signed in any number of counterparts or duplicates, each of which shall be an original and which shall together constitute one and the same document. A Party may be bound by this Deed by signing any such counterpart. Each counterpart may be signed and executed by the respective Parties and transmitted by email or facsimile transmission and shall be as valid and effectual as if executed as an original.

5. This Deed shall be binding on and shall enure for the benefit of each of the Parties' successors in title or legal personal representatives. Save as provided herein, no Party shall have the right to assign or transfer any of such Party's rights, undertakings, agreements, duties, liabilities and/or obligations hereunder, without the prior written consent of the other Parties.

6. If any provision of this Deed or part thereof is rendered void, illegal or unenforceable for any reason, it shall be rendered void, illegal or unenforceable to that extent and no further and, for the avoidance of doubt, the rest of this Deed shall continue in full force and effect and the legality, validity and enforceability of the whole of this Deed in any other jurisdiction shall not be affected.

7. The rights and obligations of the Parties will not merge on completion of any transaction under this Deed. They will survive the execution and delivery of any assignment or other document entered into for the purpose of implementing any transaction.

8. Save for SII who shall have the benefit of enforcing any term of this Deed, a person who is not a party to this Deed shall have no right under the Contracts (Rights to Third Parties) Act (Cap 53B) of Singapore or under any law, to enforce any provision in this Deed.

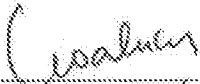
9. This Deed shall be governed by and construed in accordance with the laws of Singapore. Any dispute arising out of or in connection with this Deed and/or the documents referred to herein, including any question regarding their existence, validity or termination, shall be referred to and finally resolved by the Courts of Singapore and the Parties hereby unconditionally and irrevocably submit to the non-exclusive jurisdiction of the Courts of Singapore.


In Witness Whereof, Ascend and SGPL have executed this Deed on the day first above written.

Ascend Ventures Limited

SIGNED by ALLEN WANG YA LUN

Authorised Signatory  
for and on behalf of  
**ASCEND VENTURES LIMITED**  
in the presence of:

  
Name: Lucy Koo/Siew Hong


Somnetics Global Pte. Ltd.

SIGNED by GOH BOON SEONG

Authorised Signatory  
For and on behalf of  
**SOMNETICS GLOBAL PTE. LTD.**  
in the presence of:

Name: \_\_\_\_\_

In Witness Whereof, Ascend and SGPL have executed this Deed on the day first above written.

Ascend Ventures Limited

SIGNED by ALLEN WANG YA LUN


Authorised Signatory  
for and on behalf of  
ASCEND VENTURES LIMITED  
in the presence of:

.....  
Name:

Somnetics Global Pte. Ltd.

SIGNED by GOH BOON SEONG

Authorised Signatory  
For and on behalf of  
SOMNETICS GLOBAL PTE. LTD.  
in the presence of:

  
.....  
Name: VERONICA LEE

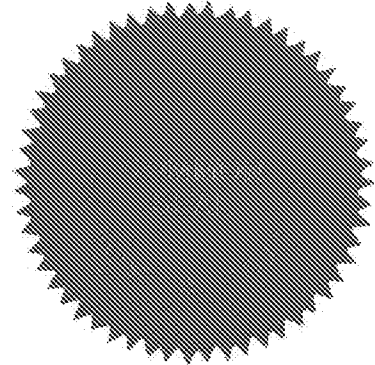


Table I

#	File No.	Country	Title	App. No.	Filing Date	Status	Patent/Publication No.
1	1061-005-CON2 (417.00050121)	US	Face Mask Support	11/455,544	19-Jun-2006	Issued	8,091,553 B2
2	1061-005-CIP (417.00050130)	US	Face Mask Support	11/805,161	21-May-2007	Issued	7,845,353 B2
3	1061-007 (417.00070101)	US	Apparatus and Methods for Administration of Positive Airway Pressure Therapies	11/786,403	10-Apr-2007	Issued	8,020,557 B2
4	1061-007-CON (417.00070102)	US	Apparatus and Methods for Administration of Positive Airway Pressure Therapies	13/211,053	16-Aug-2011	Issued	8,631,791 B2
5	1061-007-CON2 (417.00070103)	US	Apparatus and Methods for Administration of Positive Airway Pressure Therapies	14/100,305	9-Dec-2013	Issued	9,694,153 B2
6	1061-007-EP (417.00070301)	EP	Apparatus and Methods for Administration of Positive Airway Pressure Therapies	07775319.2	10-Apr-2007	Withdrawn	EP2012858 (WO2007117716)
7	1061-007-JP (417.00070401)	JP	Apparatus and Methods for Administration of Positive Airway Pressure Therapies	2009505491	10-Apr-2007	Granted	JP5 295 949 (WO2007117716)
8	1061-008 (417.00080101)	US	CPAP Blower Housing	29/260,914	1-Jun-2006	Issued	D555,235 S
9	1061-013 (417.00130101)	US	Methods for Battery Power Management of Positive Airway Pressure Apparatus	12/496,967	2-Jul-2009	Issued	8,567,397 B2
10	1061-013-DIV (417.00130102)	US	Methods for Battery Power Management of Positive Airway Pressure Apparatus	14/030,071	18-Sep-2013	Issued	9,016,276 B2
11	1061-013-EP (417.00130301)	EP (Validated in GB, FR, DE)	Methods for Battery Power Management of Positive Airway Pressure Apparatus	09774513.7	2-Jul-2009	Granted	EP2340074 (WO2010003064)
12	1061-019 (417.00190101)	US	Apparatus and Methods for Providing Humidity in Respiratory Therapy	11/786,391	10-Apr-2007	Issued	8,074,645 B2
13	1061-019-CON (417.00190102)	US	Apparatus and Methods for Providing Humidity in Respiratory Therapy	13/301,353	21-Nov-2011	Issued	8,602,025 B2
14	1061-019-CON2 (417.00190103)	US	Apparatus and Methods for Providing Humidity in Respiratory Therapy	14/024,993	12-Sep-2013	Issued	9,597,477 B2
15	1061-037 (417.00370101)	US	Systems and Methods for Estimating Flow in Positive Airway Pressure Therapy	15/040,040	10-Feb-16	Pending	US2016-0243325 A1
16	1061-038 (417.00380101)	US	Humidification System and Positive Airway Pressure Apparatus Incorporating Same	14/571,479	16-Dec-14	Pending	US2015-0165146 A1

Table I









11	[REDACTED]	[REDACTED]	[REDACTED]
12	[REDACTED]	[REDACTED]	[REDACTED]
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16	[REDACTED]	[REDACTED]	[REDACTED]
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24	[REDACTED]	[REDACTED]	[REDACTED]
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26	[REDACTED]	[REDACTED]	[REDACTED]
27	[REDACTED]	[REDACTED]	[REDACTED]
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49	[REDACTED]	[REDACTED]	[REDACTED]
50	[REDACTED]	[REDACTED]	[REDACTED]



