

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4920611

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	FIRST LIEN SECURITY AGREEMENT
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Execution Date
CAREFUSION 207, INC.	04/16/2018

RECEIVING PARTY DATA

Name:	BANK OF AMERICA, N.A., AS COLLATERAL AGENT
Street Address:	ONE INDEPENDENCE CENTER
Internal Address:	101 N. TRYON ST., MC: NC1-001-05-45
City:	CHARLOTTE
State/Country:	NORTH CAROLINA
Postal Code:	28255-0001

PROPERTY NUMBERS Total: 83

Property Type	Number
Patent Number:	9867959
Patent Number:	9724490
Patent Number:	9687618
Patent Number:	9642979
Patent Number:	9561342
Patent Number:	9427540
Patent Number:	9370633
Patent Number:	9339626
Patent Number:	9272113
Patent Number:	9289572
Patent Number:	9242059
Patent Number:	9242064
Patent Number:	9259548
Patent Number:	9192737
Patent Number:	9177109
Patent Number:	9205220
Patent Number:	9212673
Patent Number:	9149598

PATENT

Property Type	Number
Patent Number:	9155852
Patent Number:	9072849
Patent Number:	9067037
Patent Number:	9067036
Patent Number:	9058741
Patent Number:	9022946
Patent Number:	9022029
Patent Number:	9044562
Patent Number:	9022023
Patent Number:	8997738
Patent Number:	8985104
Patent Number:	8932261
Patent Number:	8944060
Patent Number:	8925548
Patent Number:	8944059
Patent Number:	8905019
Patent Number:	8887727
Patent Number:	8881730
Patent Number:	8915250
Patent Number:	8910635
Patent Number:	8905028
Patent Number:	8905025
Patent Number:	8857434
Patent Number:	8833372
Patent Number:	8808193
Patent Number:	8783252
Patent Number:	8770188
Patent Number:	8733348
Patent Number:	8695602
Patent Number:	8631798
Patent Number:	8607794
Patent Number:	8567400
Patent Number:	8490622
Patent Number:	8528557
Patent Number:	8474455
Patent Number:	8453644
Patent Number:	8413503
Patent Number:	8443801

Property Type	Number
Patent Number:	8434482
Patent Number:	8394030
Patent Number:	8231606
Patent Number:	8210182
Patent Number:	8100125
Patent Number:	7946167
Patent Number:	7918223
Patent Number:	7861716
Patent Number:	7886739
Patent Number:	7509957
Patent Number:	7516742
Application Number:	15643380
Application Number:	15231671
Application Number:	15012679
Application Number:	14954852
Application Number:	14928342
Application Number:	14877796
Application Number:	14838089
Application Number:	14702604
Application Number:	14703584
Application Number:	13650037
Application Number:	14085708
Application Number:	13251030
Patent Number:	9352110
Application Number:	13074990
Application Number:	13105782
Application Number:	15870695

CORRESPONDENCE DATA

Fax Number: (202)408-3141
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: 202-408-3121 X62348
Email: jean.paterson@cscglobal.com
Correspondent Name: CSC
Address Line 1: 1090 VERMONT AVENUE NW, SUITE 430
Address Line 4: WASHINGTON, D.C. 20005

ATTORNEY DOCKET NUMBER:	169813-30 (6)
NAME OF SUBMITTER:	JEAN PATERSON

SIGNATURE:	/jep/
DATE SIGNED:	04/18/2018
Total Attachments: 10 source=4-18-18 CareFusion 207 6-PT#page1.tif source=4-18-18 CareFusion 207 6-PT#page2.tif source=4-18-18 CareFusion 207 6-PT#page3.tif source=4-18-18 CareFusion 207 6-PT#page4.tif source=4-18-18 CareFusion 207 6-PT#page5.tif source=4-18-18 CareFusion 207 6-PT#page6.tif source=4-18-18 CareFusion 207 6-PT#page7.tif source=4-18-18 CareFusion 207 6-PT#page8.tif source=4-18-18 CareFusion 207 6-PT#page9.tif source=4-18-18 CareFusion 207 6-PT#page10.tif	

SHORT FORM

FIRST LIEN PATENT SECURITY AGREEMENT

This FIRST LIEN PATENT SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Short Form IP Security Agreement") dated April 16, 2018, is made by CareFusion 207, Inc., a Delaware corporation, (the "Grantor") in favor of Bank of America, N.A., as Collateral Agent (the "Collateral Agent") for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement and the Security Agreement referred to therein.

WHEREAS, Vyair Company, Vyair Medical, Inc. (the "U.S. Borrower"), Vyair Finance B.V. (the "Dutch Borrower", collectively with the U.S. Borrower, the "Borrowers"), Bank of America, N.A. as Administrative Agent, Collateral Agent, L/C Issuer and Swing Line Lender (the "Administrative Agent") and each lender from time to time party thereto (collectively, the "Lenders" and, individually, a "Lender") have entered into the first lien Credit Agreement dated April 16, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), pursuant to which the Lenders have agreed to extend credit to the Borrowers, the Hedge Banks have agreed to enter into the Secured Hedge Agreements and the Cash Management Banks have agreed to enter into the Cash Management Agreements, in each subject to the terms and conditions set forth in the Credit Agreement.

WHEREAS, in connection with the Credit Agreement, the Grantor has entered into the Security Agreement dated April 16, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in order to induce the Lenders to extend credit, of the Hedge Banks to enter into the Secured Hedge Agreements and of the Cash Management Banks to enter into the Cash Management Agreements.

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed as a condition thereof to execute this Short Form IP Security Agreement for recording with the U.S. Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Grant of Security. The Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in all of such Grantor's right, title and interest in and to the following (the "Collateral"): the United States Patents (as defined in the Security Agreement) set forth in Schedule A hereto.

SECTION 2. Recordation. This Short Form IP Security Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The Grantor authorizes and requests that the Commissioner for Patents record this Short Form IP Security Agreement.

SECTION 3. Execution in Counterparts. This Short Form IP Security Agreement may be executed in any number of 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.

SECTION 4. Grants, Rights and Remedies. This Short Form IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Short Form IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 5. Governing Law. This Short Form IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 6. Severability. In case any one or more of the provisions contained in this Short Form IP Security Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, the Grantor has caused this Short Form IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

CAREFUSION 207, INC.,
as Grantor

By:

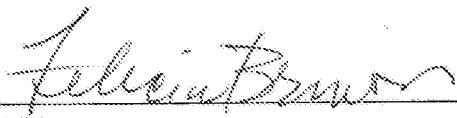


Name: David Stafford
Title: Treasurer and Chief Financial Officer

[Signature Page to First Lien Patent Security Agreement - CareFusion 207, Inc.]

PATENT
REEL: 045968 FRAME: 0503

BANK OF AMERICA, N.A.,
as Collateral Agent

By: 

Name:

Title:

Felicia Brinson
Assistant Vice President

SCHEDULE A

United States Patents and Patent Applications

Patent Title	Registered Owner	Application Number	Patent Number
HUMIDIFYING RESPIRATORY GASES	CareFusion 207, Inc.	14/286,849	9,867,959
CAPILLARY HEATER WIRE	CareFusion 207, Inc.	14/971,953	9,724,490
VENTILATION HARM INDEX	CareFusion 207, Inc.	13/288,013	9,687,618
FLUTED HEATER WIRE	CareFusion 207, Inc.	14/932,858	9,642,979
NASAL INTERMITTENT MANDATORY VENTILATION (NIMV) CONTROL SYSTEM IN A VENTILATOR	CareFusion 207, Inc.	15/166211	9,561,342
HIGH FREQUENCY OSCILLATOR VENTILATOR	CareFusion 207, Inc.	11/269488	9,427,540
NASAL INTERMITTENT MANDATORY VENTILATION (NIMV) CONTROL SYSTEM IN A VENTILATOR	CareFusion 207, Inc.	12/880022	9,370,633
SEAL FOR VARIABLE COMPRESSION INTERFACES	CareFusion 207, Inc.	12/725278	9,339,626
TRANSPORTING LIQUID IN A RESPIRATORY COMPONENT	CareFusion 207, Inc.	13/436775	9,272,113
HUMIDIFYING GAS FOR RESPIRATORY THERAPY	CareFusion 207, Inc.	13/251081	9,289,572
VALVE ASSEMBLY FOR RESPIRATORY SYSTEMS	CareFusion 207, Inc.	14/581897	9,242,059
CAPILLARY HEATER WIRE	CareFusion 207, Inc.	13/539234	9,242,064
PATIENT NASAL INTERFACE FOR USE WITH A NASAL AIRWAY PRESSURE SYSTEM	CareFusion 207, Inc.	13/460643	9,259,548
ADJUSTING A POSITION OF A HEATING WIRE WITHIN A BREATHING CIRCUIT	CareFusion 207, Inc.	14/719458	9,192,737
HEALTHCARE FACILITY VENTILATION MANAGEMENT	CareFusion 207, Inc.	13/287572	9,177,109

Patent Title	Registered Owner	Application Number	Patent Number
FLUTED HEATER WIRE	CareFusion 207, Inc.	13/250894	9,205,220
MAINTAINING A WATER LEVEL IN A HUMIDIFICATION COMPONENT	CareFusion 207, Inc.	13/250991	9,212,673
PRESSURE RELIEF IN A RESPIRATORY ASSISTANCE SYSTEM	CareFusion 207, Inc.	13/359773	9,149,598
SYSTEM AND METHOD FOR ADAPTIVE HIGH FREQUENCY FLOW INTERRUPTER CONTROL IN A PATIENT RESPIRATORY VENTILATOR	CareFusion 207, Inc.	13/869,838	9,155,852
MODIFYING VENTILATOR OPERATION BASED ON PATIENT ORIENTATION	CareFusion 207, Inc.	13/538950	9,072,849
ADJUSTING A POSITION OF A HEATING WIRE WITHIN A BREATHING CIRCUIT	CareFusion 207, Inc.	12/879944	9,067,037
REMOVING CONDENSATION FROM A BREATHING CIRCUIT	CareFusion 207, Inc.	13/251110	9,067,036
REMOTEY ACCESSING A VENTILATOR	CareFusion 207, Inc.	13/538905	9,058,741
CONTAMINATION REMOVAL FROM SENSORS PLACED IN AN AIRWAY	CareFusion 207, Inc.	12/783867	9,022,946
CARBON-DIOXIDE SAMPLING SYSTEM FOR ACCURATELY MONITORING CARBON DIOXIDE IN EXHALED BREATH	CareFusion 207, Inc.	13/105840	9,022,029
QUICK DONNING HEADGEAR	CareFusion 207, Inc.	13/105821	9,044,562
BREATH ACTUATED NEBULIZER HAVING A PRESSURIZED GAS DIVERTER WITH A DIVERTER ORIFICE	CareFusion 207, Inc.	13/539204	9,022,023
DELIVERING DILUTED OXYGEN TO A PATIENT	CareFusion 207, Inc.	13/069368	8,997,738
FAN ASSEMBLY FOR A REBREATHE SYSTEM	CareFusion 207, Inc.	12/783016	8,985,104
VALVE ASSEMBLY FOR RESPIRATORY SYSTEMS	CareFusion 207, Inc.	12/511395	8,932,261

Patent Title	Registered Owner	Application Number	Patent Number
SMART CONNECTIONS	CareFusion 207, Inc.	13/105829	8,944,060
NON-INVASIVE VENTILATION FACIAL SKIN PROTECTION	CareFusion 207, Inc.	13/105861	8,925,548
NON-INVASIVE VENTILATION EXHAUST GAS VENTING	CareFusion 207, Inc.	13/105851	8,944,059
PATIENT CIRCUIT INTEGRITY ALARM USING EXHALED CO2	CareFusion 207, Inc.	12/777393	8,905,019
NASAL PASSAGE OPENER OF A VENTILATION MASK	CareFusion 207, Inc.	13/105773	8,887,727
ADJUSTING A VENTILATION MASK	CareFusion 207, Inc.	13/105738	8,881,730
TUBE PLACEMENT IN NON-INVASIVE VENTILATION	CareFusion 207, Inc.	13/105848	8,915,250
LATERAL GAS LINE CONFIGURATION	CareFusion 207, Inc.	13/105807	8,910,635
NON-INVASIVE VENTILATION FACIAL SKIN PROTECTION	CareFusion 207, Inc.	13/105871	8,905,028
CLOSED LOOP CONTROL SYSTEM FOR A HIGH FREQUENCY OSCILLATION VENTILATOR	CareFusion 207, Inc.	13/887,226	8,905,025
RETAINER CLIP FOR SECURING BREATHING DEVICES	CareFusion 207, Inc.	11/807468	8,857,434
INTEGRATED MASK AND PRONGS FOR NASAL CPAP	CareFusion 207, Inc.	11/807513	8,833,372
REGIONAL OXYGEN UPTAKE/PERFUSION MEASURING DEVICE AND METHOD	CareFusion 207, Inc.	12/206532	8,808,193
INTERCHANGEABLE INSERTS	CareFusion 207, Inc.	13/105793	8,783,252
METERED DOSE INHALER SPACER	CareFusion 207, Inc.	13/077849	8,770,188
HUMIDIFYING RESPIRATORY GASES	CareFusion 207, Inc.	13/250946	8,733,348
CORRUGATED FLEXIBLE SEAL OF A VENTILATION MASK	CareFusion 207, Inc.	13/105757	8,695,602

Patent Title	Registered Owner	Application Number	Patent Number
VALVING A RESPIRATORY GAS PATHWAY WITH A CATHETER BALLOON	CareFusion 207, Inc.	13/075099	8,631,798
NON-INVASIVE BREATHING ASSISTANCE APPARATUS AND METHOD	CareFusion 207, Inc.	12/898265	8,607,794
NON-INVASIVE BREATHING ASSISTANCE DEVICE WITH FLOW DIRECTOR	CareFusion 207, Inc.	12/898233	8,567,400
CLOSED SUCTION CATHETER ADAPTER WITH FLUSH ARRANGEMENT	CareFusion 207, Inc.	12/511382	8,490,622
CONTINUOUS POSITIVE AIRWAY PRESSURE DEVICE	CareFusion 207, Inc.	13/427,510	8,528,557
SYSTEM AND METHOD FOR CIRCUIT COMPLIANCE COMPENSATED VOLUME ASSURED PRESSURE CONTROL IN A PATIENT RESPIRATORY VENTILATOR	CareFusion 207, Inc.	11/328523	8,474,455
SYSTEM AND METHOD FOR CIRCUIT COMPLIANCE COMPENSATED PRESSURE-REGULATED VOLUME CONTROL IN A PATIENT RESPIRATORY VENTILATOR	CareFusion 207, Inc.	13/039,963	8,453,644
CONSTANT TEMPERATURE ANEMOMETER	CareFusion 207, Inc.	13/071,257	8,413,503
SYSTEM AND METHOD FOR ADAPTIVE HIGH FREQUENCY FLOW INTERRUPTER CONTROL IN A PATIENT REPIRATORY VENTILATOR	CareFusion 207, Inc.	11/794675	8,443,801
CLOSED LOOP CONTROL SYSTEM FOR A HIGH FREQUENCY OSCILLATION VENTILATOR	CareFusion 207, Inc.	12/952,770	8,434,482
EXHALED BREATH CONDENSATE BIOMETRIC MARKER MEASUREMENT APPARATUS AND METHOD	CareFusion 207, Inc.	12/406349	8,394,030
METHOD AND DEVICE FOR REMOVING FLUID MATERIAL FROM THE AIRWAY ABOVE AN ENDOTRACHEAL TUBE CUFF	CareFusion 207, Inc.	12/048575	8,231,606
CONTINUOUS POSITIVE AIRWAY PRESSURE DEVICE	CareFusion 207, Inc.	11/966805	8,210,182

Patent Title	Registered Owner	Application Number	Patent Number
VENTURI GEOMETRY DESIGN FOR FLOW-GENERATOR PATIENT CIRCUIT	CareFusion 207, Inc.	11/241303	8,100,125
CONSTANT TEMPERATURE HOT-CONDUCTOR ANEMOMETER	CareFusion 207, Inc.	12/540143	7,946,167
SYSTEM AND METHOD FOR CIRCUIT COMPLIANCE COMPENSATED PRESSURE-REGULATED VOLUME CONTROL IN A PATIENT RESPIRATORY VENTILATOR	CareFusion 207, Inc.	11/270787	7,918,223
CLOSED LOOP CONTROL SYSTEM FOR A HIGH FREQUENCY OSCILLATION VENTILATOR	CareFusion 207, Inc.	11/376648	7,861,716
SYSTEM AND METHOD FOR CIRCUIT COMPLIANCE COMPENSATED VOLUME CONTROL IN A PATIENT RESPIRATORY VENTILATOR	CareFusion 207, Inc.	11/247568	7,886,739
HARDWARE CONFIGURATION FOR PRESSURE DRIVER	CareFusion 207, Inc.	11/358420	7,509,957
METHOD AND APPARATUS FOR DELIVERY OF INHALED NITRIC OXIDE TO SPONTANEOUS-BREATHING AND MECHANICALLY-VENTILATED PATIENTS WITH INTERMITTENT DOSING	CareFusion 207, Inc.	11/234849	7,516,742
RADIANT BARRIER FOR HEATED AIR CIRCUITS	CareFusion 207, Inc.	15/643380	
HIGH FREQUENCY OSCILLATOR VENTILATOR	CareFusion 207, Inc.	15/231671	
PATIENT NASAL INTERFACE FOR USE WITH A NASAL AIRWAY PRESSURE SYSTEM	CareFusion 207, Inc.	15/012679	
DEVICE FOR CONTROLLING WATER LEVEL	CareFusion 207, Inc.	14/954852	
ADJUSTING A POSITION OF A HEATING WIRE WITHIN A BREATHING CIRCUIT	CareFusion 207, Inc.	14/928342	
SYSTEM AND METHOD FOR ADAPTIVE HIGH FREQUENCY FLOW INTERRUPTER CONTROL IN A PATIENT RESPIRATORY	CareFusion 207, Inc.	14/877796	

Patent Title	Registered Owner	Application Number	Patent Number
VENTILATOR			
PRESSURE RELIEF IN A RESPIRATORY ASSISTANCE SYSTEM	CareFusion 207, Inc.	14/838089	
BREATH ACTUATED NEBULIZER HAVING A PRESSURIZED GAS DIVERTER WITH A DIVERTER ORIFICE	CareFusion 207, Inc.	14/702604	
CONTAMINATION REMOVAL FROM SENSORS PLACED IN AN AIRWAY	CareFusion 207, Inc.	14/703584	
RESUSCITATION DEVICE	CareFusion 207, Inc.	13/650037	
NON-INVASIVE BREATHING ASSISTANCE APPARATUS AND METHOD	CareFusion 207, Inc.	14/085708	
NON-METALLIC HUMIDIFICATION COMPONENT	CareFusion 207, Inc.	13/251030	
VENTILATOR SUCTION MANAGEMENT	CareFusion 207, Inc.	13/538,834	9,352,110
FLOW SPLITTING NCPAP DEVICE	CareFusion 207, Inc.	13/074,990	
CARBON-DIOXIDE SAMPLING DEVICE FOR NONINVASIVELY MEASURING CARBON DIOXIDE IN EXHALED BREATH	CareFusion 207, Inc.	13/105,782	
HUMIDIFYING RESPIRATORY GASES	CareFusion 207, Inc.	15/870,695	