

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT4921184

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECOND LIEN SECURITY AGREEMENT
SEQUENCE:	2
CONVEYING PARTY DATA	
Name	Execution Date
CAREFUSION 202, INC.	04/16/2018
RECEIVING PARTY DATA	
Name:	WILMINGTON TRUST, NATIONAL ASSOCIATON, AS COLLATERAL AGENT
Street Address:	1100 NORTH MARKET STREET
City:	WILMINGTON
State/Country:	DELAWARE
Postal Code:	19890
PROPERTY NUMBERS Total: 7	
Property Type	Number
Patent Number:	6526970
Patent Number:	7387123
Patent Number:	6722211
Patent Number:	9205219
Patent Number:	8479379
Patent Number:	7833194
Patent Number:	6415788
CORRESPONDENCE DATA	
Fax Number:	(202)408-3141
<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:	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:	169842-10
NAME OF SUBMITTER:	JEAN PATERSON
SIGNATURE:	/jep/

PATENT

DATE SIGNED:	04/18/2018
Total Attachments: 5 source=4-18-18 CareFusion 202 2a-PT#page1.tif source=4-18-18 CareFusion 202 2a-PT#page2.tif source=4-18-18 CareFusion 202 2a-PT#page3.tif source=4-18-18 CareFusion 202 2a-PT#page4.tif source=4-18-18 CareFusion 202 2a-PT#page5.tif	

SHORT FORM
SECOND LIEN PATENT SECURITY AGREEMENT

This SECOND 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 202, Inc., a Delaware corporation (the “Grantor”) in favor of Wilmington Trust, National Association, 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, Vyaire Company, Vyaire Medical, Inc. (the “U.S. Borrower”), Vyaire Finance B.V. (the “Dutch Borrower”, collectively with the U.S. Borrower, the “Borrowers”), Wilmington Trust, National Association, as Administrative Agent and Collateral Agent (the “Administrative Agent”) and each lender from time to time party thereto (collectively, the “Lenders” and, individually, a “Lender”) have entered into the second 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, 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.

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 each 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**”):

- (a) 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 each 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.

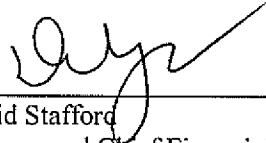
SECTION 6. Severability. In case any one or more of the provisions contained in this Short Form IP Security Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall 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.

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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.

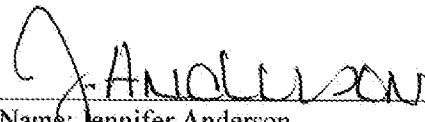
CAREFUSION 202, INC.,
as Grantor

By: _____


Name: David Stafford

Title: Treasurer and Chief Financial Officer

**WILMINGTON TRUST, NATIONAL
ASSOCIATION,**
as Collateral Agent

By: 
Name: Jennifer Anderson
Title: Vice President

SCHEDULE A

United States Patents and Patent Applications

Patent Title	Registered Owner	Application Number	Patent Number
PORTABLE DRAG COMPRESSOR POWERED MECHANICAL VENTILATOR	Carefusion 202, Inc.	09/934,202	6,526,970
GAS IDENTIFICATION SYSTEM AND VOLUMETRIC ALLY CORRECT GAS DELIVERY SYSTEM	Carefusion 202, Inc.	09/998,084	7,387,123
MULTI-STAGE VARIABLE ORIFICE FLOW OBSTRUCTION SENSOR	Carefusion 202, Inc.	10/619,873	6,722,211
GAS IDENTIFICATION SYSTEM AND RESPIRATORY TECHNOLOGIES VOLUMETRICALLY CORRECTED GAS DELIVERY SYSTEM	Carefusion 202, Inc.	11/968,927	9,205,219
ROOTS-TYPE BLOWER ROTOR ALIGNMENT APPARATUS	Carefusion 202, Inc.	12/263,769	8,479,379
CATHETER HAVING INSERTION CONTROL MECHANISM	CareFusion 202, Inc.	12/265,488	7,833,194
APPARATUS FOR TREATING RESPIRATORY GASES INCLUDING LIQUID TRAP	CareFusion 202, Inc.	09/347,603	6,415,788