

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT4921462

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECOND LIEN SECURITY AGREEMENT
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Execution Date
VYAIR MEDICAL CAPITAL LLC	04/16/2018

RECEIVING PARTY DATA

Name:	WILMINGTON TRUST, NATIONAL ASSOCIATION, AS COLLATERAL AGENT
Street Address:	1100 NORTH MARKET STREET
City:	WILMINGTON
State/Country:	DELAWARE
Postal Code:	19890

PROPERTY NUMBERS Total: 23

Property Type	Number
Patent Number:	8813746
Patent Number:	9327090
Patent Number:	9821129
Patent Number:	9737676
Patent Number:	9433743
Patent Number:	9541098
Patent Number:	9746359
Patent Number:	9795757
Patent Number:	9707369
Patent Number:	9839760
Application Number:	14251509
Application Number:	14251548
Application Number:	14318274
Application Number:	14318285
Application Number:	14318504
Application Number:	15394346
Application Number:	15402126
Application Number:	15654414
Application Number:	15687402

PATENT

Property Type	Number
Application Number:	15652025
Application Number:	29582280
Application Number:	62597870
Application Number:	15815607

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: 169842-55 (11A)

NAME OF SUBMITTER: JEAN PATERSON

SIGNATURE: /jep/

DATE SIGNED: 04/18/2018

Total Attachments: 6

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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 Vyair Medical Capital LLC, a Delaware limited liability 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, Vyair Company, Vyair Medical, Inc. (the “U.S. Borrower”), Vyair 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 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.

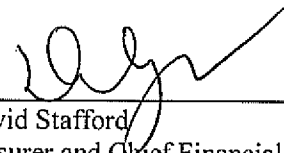
SECTION 6. Severability. In case any one or more of the provisions contained in this Short Form IP Security Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall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

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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.

VYAIRE MEDICAL CAPITAL LLC,
as Grantor

By:



Name: David Stafford
Title: Treasurer and Chief Financial Officer

WILMINGTON TRUST, NATIONAL
ASSOCIATION,
as Collateral Agent

By: J. Anderson
Name: Jennifer Anderson
Title: Vice President

SCHEDULE A

United States Patents and Patent Applications

Patent Title	Registered Owner	Application Number	Patent Number
NASAL CONTINUOUS POSITIVE AIRWAY PRESSURE DEVICE FOR LOWERING PATIENT WORK-OF-BREATHING	Vyaire Medical Capital LLC	12/880,041	8,813,746
RESPIRATORY KNOWLEDGE PORTAL	Vyaire Medical Capital LLC	13/756,421	9,327,090
VENTILATION MANAGEMENT SYSTEM	Vyaire Medical Capital LLC	13/830,730	9,821,129
VENTILATION SYSTEM	Vyaire Medical Capital LLC	13/830,830	9,737,676
VENTILATOR EXHALATION FLOW VALVE	Vyaire Medical Capital LLC	13/931,418	9,433,743
LOW-NOISE BLOWER	Vyaire Medical Capital LLC	13/931,465	9,541,098
FLOW SENSOR	Vyaire Medical Capital LLC	13/931,486	9,746,359
FLUID INLET ADAPTER	Vyaire Medical Capital LLC	13/931,496	9,795,757
MODULAR FLOW CASSETTE	Vyaire Medical Capital LLC	13/931,566	9,707,369
METHODS FOR CONTROLLING MECHANICAL LUNG VENTILATION	Vyaire Medical Capital LLC	14/251,494	9,839,760
METHODS FOR CONTROLLING MECHANICAL LUNG VENTILATION	Vyaire Medical Capital LLC	14/251,509	
LUNG VENTILATION APPARATUS	Vyaire Medical Capital LLC	14/251,548	
VENTILATOR FLOW VALVE	Vyaire Medical Capital LLC	14/318,274	
FLUID INLET ADAPTER	Vyaire Medical Capital LLC	14/318,285	

Patent Title	Registered Owner	Application Number	Patent Number
VENTILATOR SYSTEM	Vyaire Medical Capital LLC	14/318,504	
VENTILATION MANAGEMENT SYSTEM	Vyaire Medical Capital LLC	15/394,346	
LOW-NOISE BLOWER	Vyaire Medical Capital LLC	15/402,126	
VENTILATION SYSTEM	Vyaire Medical Capital LLC	15/654,414	
FLOW SENSOR	Vyaire Medical Capital LLC	15/687,402	
MODULAR FLOW CASSETTE	Vyaire Medical Capital LLC	15/652,025	
SENSOR PORT	Vyaire Medical Capital LLC	29/582,280	
NASAL AND ORAL RESPIRATION SENSOR	Vyaire Medical Capital LLC	62/597,870	
METHODS FOR CONTROLLING MECHANICAL LUNG VENTILATION	Vyaire Medical Capital LLC	15/815,607	