

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5511309

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
Name		Execution Date
CAREFUSION 203, INC.		05/03/2019
RECEIVING PARTY DATA		
Name:	WILMINGTON TRUST, NATIONAL ASSOCIATION	
Street Address:	50 SOUTH SIXTH STREET, SUITE 1290	
City:	MINNEAPOLIS	
State/Country:	MINNESOTA	
Postal Code:	55402	
PROPERTY NUMBERS Total: 17		
Property Type	Number	
Patent Number:	9713438	
Patent Number:	9375166	
Patent Number:	9126002	
Patent Number:	8888711	
Patent Number:	8869396	
Patent Number:	8683997	
Patent Number:	8677995	
Patent Number:	8627819	
Patent Number:	8522780	
Patent Number:	8297279	
Patent Number:	8156937	
Patent Number:	8118024	
Patent Number:	7997885	
Patent Number:	7607437	
Patent Number:	7527053	
Patent Number:	7188621	
Patent Number:	10118011	
CORRESPONDENCE DATA		
Fax Number:	(650)838-5109	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>		
PATENT		

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 650-838-3743
Email: JLIK@SHEARMAN.COM
Correspondent Name: MARC ELZWEIG
Address Line 1: 1460 EL CAMINO REAL, 2ND FLOOR
Address Line 2: SHEARMAN & STERLING LLP
Address Line 4: MENLO PARK, CALIFORNIA 94025

ATTORNEY DOCKET NUMBER:	41474/4
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NAME OF SUBMITTER:	MARC ELZWEIG
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SIGNATURE:	/MARC ELZWEIG/
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DATE SIGNED:	05/07/2019
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Total Attachments: 5

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SHORT FORM
PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Short Form IP Security Agreement”) dated May 3, 2019, is made by CareFusion 203, 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 Note Purchase Agreement and the Security Agreement referred to therein.

WHEREAS, Vyaire Company, Vyaire Medical, Inc. (the “U.S. Issuer”), Vyaire Finance B.V. (the “Dutch Issuer”, collectively with the U.S. Issuer, the “Issuers”), Wilmington Trust, National Association as Notes Agent and Collateral Agent (the “Notes Agent”) and each purchaser from time to time party thereto (collectively, the “Purchasers” and, individually, a “Purchaser”) have entered into the Note Purchase Agreement dated May 3, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Note Purchase Agreement”), pursuant to which the Purchasers have agreed to purchase the Notes.

WHEREAS, in connection with the Note Purchase Agreement, the Grantor has entered into the Security Agreement dated May 3, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in order to induce the Purchasers to purchase Notes.

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 United States 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 United States “Patents” (meaning all right, title, and interest in and to: (i) any and all patents and patent applications; (ii) all inventions, designs and improvements described or claimed therein; and (iii) all reissues, reexaminations, divisionals, continuations, renewals, extensions, and continuations-in-part thereof) set forth in Schedule A hereto, together with all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past and future infringements, dilutions, misappropriations, violations or breaches thereof, and all rights to sue for past, present, and future infringements, dilutions, misappropriations, violations or breaches thereof; provided that, notwithstanding anything to the contrary in this Short Form IP Security Agreement, this Short Form IP Security Agreement shall not constitute a grant of a security interest in any Excluded Assets (as defined in the Note Purchase Agreement) for so long as such property constitutes Excluded Assets (collectively, the “Collateral”).

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.

CAREFUSION 203, INC.,
as Grantor

By: 

Name: Joseph Busky


Title: Chief Financial Officer and Treasurer

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

By: _____

Name: _____

Title: _____


Jeffrey Rose
Vice President

SCHEDULE A

United States Patents and Patent Applications

Patent Title	Registered Owner	Application Number	Patent Number
FLOW SENSOR	CareFusion 203, Inc.	15/156,236	9,713,438
FLOW SENSOR	CareFusion 203, Inc.	14/543,830	9,375,166
MECHANICAL VENTILATION SYSTEM UTILIZING BIAS VALVE	CareFusion 203, Inc.	12/975,308	9,126,002
FLOW SENSOR	CareFusion 203, Inc.	12/099,588	8,888,711
ROOTS-TYPE BLOWER ROTOR ALIGNMENT METHOD	CareFusion 203, Inc.	13/924,308	8,869,396
PORTABLE VENTILATOR SYSTEM	CareFusion 203, Inc.	11/979,142	8,683,997
COMPRESSOR CONTROL SYSTEM FOR A PORTABLE VENTILATOR	CareFusion 203, Inc.	11/877,117	8,677,995
PORTABLE VENTILATOR SYSTEM	CareFusion 203, Inc.	11/445,762	8,627,819
PORTABLE VENTILATOR SYSTEM	CareFusion 203, Inc.	11/712,929	8,522,780
PORTABLE VENTILATOR SYSTEM	CareFusion 203, Inc.	11/445,724	8,297,279
PORTABLE VENTILATOR SYSTEM	CareFusion 203, Inc.	11/234,636	8,156,937
MECHANICAL VENTILATION SYSTEM UTILIZING BIAS VALVE	CareFusion 203, Inc.	11/486,346	8,118,024
ROOTS-TYPE BLOWER REDUCED ACOUSTIC SIGNATURE METHOD AND APPARATUS	CareFusion 203, Inc.	12/050,541	7,997,885
COMPRESSOR CONTROL SYSTEM AND METHOD FOR A PORTABLE VENTILATOR	CareFusion 203, Inc.	10/847,693	7,607,437
METHOD AND APPARATUS FOR ATTENUATING COMPRESSOR NOISE	CareFusion 203, Inc.	11/088,316	7,527,053
PORTABLE VENTILATOR SYSTEM	CareFusion 203, Inc.	10/912,747	7,188,621
MECHANICAL VENTILATION SYSTEM UTILIZING BIAS VALVE	CareFusion 203, Inc.	14/846,075	10118011