

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5514453

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
REVOLUTIONARY MEDICAL DEVICES, 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
Application Number:	15127758
Application Number:	15272190
Application Number:	15127760
Application Number:	15217753
Application Number:	15272074
Patent Number:	10252016
Patent Number:	9629975
Application Number:	15127759
Application Number:	29511716
Patent Number:	D825740
Application Number:	29583554
Application Number:	29626489
Application Number:	62510192
Application Number:	62523696
Application Number:	16333215
Application Number:	16375737
Application Number:	29657380
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:	05/08/2019
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Total Attachments: 6

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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 Revolutionary Medical Devices, Inc., an Arizona 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, Vyair Company, Vyair Medical, Inc. (the “U.S. Issuer”), Vyair 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.

[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.

REVOLUTIONARY MEDICAL DEVICES, INC.,
as Grantor

By: _____

Name: Joseph Busky

Title: Chief Financial Officer and Treasurer

[Signature Page to Patent Security Agreement – Revolutionary Medical Devices, Inc.]

PATENT
REEL: 049126 FRAME: 0191

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

By: _____

Name:

A handwritten signature in black ink, appearing to read "Jeffery Rose", is written over a horizontal line.

Title:

Vice President

SCHEDULE A

United States Patents and Patent Applications

Patent Title	Registered Owner	Application Number	Patent Number
VENTILATION MASK	Revolutionary Medical Devices, Inc.	15/127,758	
COMBINED NASAL AND MOUTH VENTILATION MASK	Revolutionary Medical Devices, Inc.	15/272,190	
COMBINED NASAL AND MOUTH VENTILATION MASK	Revolutionary Medical Devices, Inc.	15/127,760	
POSITIONING DEVICE AND METHOD FOR USE WITH A PATIENT UNDER ANESTHESIA	Revolutionary Medical Devices, Inc.	15/217,753	
VENTILATION MASK	Revolutionary Medical Devices, Inc.	15/272,074	
VENTILATION MASK	Revolutionary Medical Devices, Inc.	15/272,160	10,252,016
VENTILATION MASK	Revolutionary Medical Devices, Inc.	15/288,973	9,629,975
VENTILATION MASK	Revolutionary Medical Devices, Inc.	15/127,759	
SURGICAL MASK	Revolutionary Medical Devices, Inc.	29/511,716	
SURGICAL MASK	Revolutionary Medical Devices, Inc.	29/530,124	D825,740
SURGICAL MASK	Revolutionary Medical Devices, Inc.	29/583,554	
IMPROVEMENTS IN VENTILATION OF PATIENTS	Revolutionary Medical Devices, Inc.	29/626,489	
VENTILATION MASK	Revolutionary Medical Devices, Inc.	62/510,192	
IMPROVEMENTS IN VENTILATION OF PATIENTS	Revolutionary Medical Devices, Inc.	62/523,696	
VENTILATION MASK	Revolutionary Medical Devices, Inc.	16/333,215	
VENTILATION MASK	Revolutionary Medical Devices, Inc.	16/375,737	

Patent Title	Registered Owner	Application Number	Patent Number
SURGICAL MASK	Revolutionary Medical Devices, Inc.	29/657,380	