

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT5516047

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
VYAIR MEDICAL CONSUMABLES LLC	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: 91

Property Type	Number
Patent Number:	8561606
Patent Number:	6523538
Patent Number:	6487430
Patent Number:	6500009
Patent Number:	6488666
Patent Number:	6431218
Patent Number:	6453186
Patent Number:	6508249
Patent Number:	6878335
Patent Number:	7267120
Patent Number:	7014449
Patent Number:	6976488
Patent Number:	7277743
Patent Number:	7148806
Patent Number:	7721734
Patent Number:	7294785
Patent Number:	7246622
Patent Number:	7771350
Patent Number:	8006692
Patent Number:	7762258

PATENT

Property Type	Number
Patent Number:	7640934
Patent Number:	7578294
Patent Number:	7878200
Patent Number:	7614420
Patent Number:	7837652
Patent Number:	7779841
Patent Number:	8025054
Patent Number:	7841335
Patent Number:	7841336
Patent Number:	8033280
Patent Number:	8973575
Patent Number:	8528547
Patent Number:	8186347
Patent Number:	8365727
Patent Number:	8434485
Patent Number:	9332969
Patent Number:	8371304
Patent Number:	8534286
Patent Number:	8033292
Patent Number:	8347909
Patent Number:	7987850
Patent Number:	8222768
Patent Number:	9211387
Patent Number:	8414481
Patent Number:	8593110
Patent Number:	8395519
Patent Number:	9314582
Patent Number:	8960727
Patent Number:	8992672
Patent Number:	8402967
Patent Number:	8534284
Patent Number:	8632624
Patent Number:	9512949
Patent Number:	8826943
Patent Number:	9283344
Patent Number:	9182064
Patent Number:	9572952
Patent Number:	9238118

Property Type	Number
Patent Number:	9919122
Patent Number:	9539407
Patent Number:	9248252
Patent Number:	9439560
Patent Number:	9433527
Patent Number:	9439803
Patent Number:	9446211
Patent Number:	9168346
Patent Number:	9233198
Patent Number:	9283345
Patent Number:	10195381
Patent Number:	9690300
Patent Number:	9795759
Application Number:	14821438
Patent Number:	10143813
Application Number:	14940055
Application Number:	14957449
Patent Number:	10130786
Application Number:	15018163
Patent Number:	9555208
Application Number:	15354860
Patent Number:	9884161
Patent Number:	D809126
Patent Number:	D796668
Patent Number:	9199050
Application Number:	15233839
Patent Number:	10022513
Application Number:	15886756
Application Number:	15925387
Application Number:	16013830
Patent Number:	D817487
Patent Number:	D830536
Patent Number:	D844780

CORRESPONDENCE DATA

Fax Number: (650)838-5109

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: 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
NAME OF SUBMITTER:	MARC ELZWEIG
SIGNATURE:	/MARC ELZWEIG/
DATE SIGNED:	05/09/2019

Total Attachments: 12

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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 Vyair Medical Consumables LLC, a Delaware limited liability company, (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.

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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 CONSUMABLES LLC,
as Grantor

By:

Name: Joseph Busky

Title: Chief Financial Officer and Treasurer

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

By: _____


Name: Jeffery Rose
Title: Vice President

SCHEDULE A

United States Patents and Patent Applications

Patent Title	Registered Owner	Application Number	Patent Number
HEAT AND MOISTURE EXCHANGE UNIT	Vyaire Medical Consumables LLC	12/133,929	8,561,606
BREATHING CIRCUIT HAVING IMPROVED WATER VAPOR REMOVAL	Vyaire Medical Consumables LLC	09/478,169	6,523,538
ELECTRODE CONNECTOR	Vyaire Medical Consumables LLC	09/502,978	6,487,430
CPR MANIKIN WITH OPTIONAL AUTOMATIC EXTERNAL DEFIBRILLATION	Vyaire Medical Consumables LLC	09/586,283	6,500,009
APPARATUS FOR PREVENTING USED HYPODERMIC NEEDLE STICKS	Vyaire Medical Consumables LLC	09/625,888	6,488,666
MULTI-LUMEN HOSE WITH AT LEAST ONE SUBSTANTIALLY PLANAR INNER PARTITION AND METHODS OF MANUFACTURING THE SAME	Vyaire Medical Consumables LLC	09/672,205	6,431,218
ELECTROCARDIOGRAM ELECTRODE PATCH	Vyaire Medical Consumables LLC	09/681,470	6,453,186
CONNECTING APPARATUS FOR PLACING FLUID FLOW PATHS IN FLUID COMMUNICATION	Vyaire Medical Consumables LLC	09/832,662	6,508,249
PROCESS OF MANUFACTURING A BREATHING BAG AND BREATHING BAG MANUFACTURED BY SUCH PROCESS	Vyaire Medical Consumables LLC	10/176,906	6,878,335
SMALL VOLUME NEBULIZER	Vyaire Medical Consumables LLC	10/223,394	7,267,120

Patent Title	Registered Owner	Application Number	Patent Number
PROCESS AND APPARATUS FOR FORMING DUAL HOSE CUFFS, HOSE, E.G. CORRUGATED HOSE, PROVIDED WITH CUFFS, HOSE CUFFS AND HOSE, E.G. CORRUGATED HOSE, PROVIDED WITH CUFFS FORMED BY SUCH PROCESS	Vyaire Medical Consumables LLC	10/278,198	7,014,449
MEDICATION BYPASS HEAT AND MOISTURE EXCHANGE UNIT	Vyaire Medical Consumables LLC	10/282,418	6,976,488
PATIENT MONITORING SYSTEM	Vyaire Medical Consumables LLC	10/369,852	7,277,743
ARRANGEMENT IN CONNECTION WITH A PATIENT CIRCUIT AND AN ABSORBER MEANS	Vyaire Medical Consumables LLC	10/809,041	7,148,806
INHALATION APPARATUS	Vyaire Medical Consumables LLC	10/846,415	7,721,734
PATIENT CABLE FOR MEDICAL MEASUREMENTS	Vyaire Medical Consumables LLC	10/871,530	7,294,785
CARBON DIOXIDE INDICATING APPARATUS, PARTICULARLY, DISK-LIKE CARBON DIOXIDE INDICATING APPARATUS	Vyaire Medical Consumables LLC	10/926,559	7,246,622
LARYNGOSCOPE AND LARYNGOSCOPE HANDLE APPARATUS INCLUDING AN LED AND WHICH MAY INCLUDE AN ERGONOMIC HANDLE	Vyaire Medical Consumables LLC	11/255,323	7,771,350
GAS BLENDER WITH AUXILIARY MIXED GAS OUTLET	Vyaire Medical Consumables LLC	11/292,641	8,006,692
INFANT NASAL INTERFACE MASK	Vyaire Medical Consumables LLC	11/292,784	7,762,258
INFANT NASAL INTERFACE PRONG DEVICE	Vyaire Medical Consumables LLC	11/292,808	7,640,934
NASAL CONTINUOUS POSITIVE AIRWAY PRESSURE DEVICE	Vyaire Medical Consumables LLC	11/293,883	7,578,294

Patent Title	Registered Owner	Application Number	Patent Number
AND SYSTEM			
INFANT HEADGEAR FOR SUPPORTING A PATIENT AIRWAY INTERFACE DEVICE	Vyaire Medical Consumables LLC	11/354,285	7,878,200
AUTOFEED MECHANISM FOR HEATED HUMIDIFIER CHAMBER	Vyaire Medical Consumables LLC	11/405,341	7,614,420
PRESSURE INFUSION DEVICE AND PROCESS FOR MAKING A PRESSURE INFUSION DEVICE	Vyaire Medical Consumables LLC	11/451,192	7,837,652
RESPIRATORY THERAPY DEVICE AND METHOD	Vyaire Medical Consumables LLC	11/559,288	7,779,841
PASSIVE RESPIRATORY THERAPY DEVICE	Vyaire Medical Consumables LLC	11/670,867	8,025,054
NEBULIZER WITH FLOW-BASED FLUIDIC CONTROL AND RELATED METHODS	Vyaire Medical Consumables LLC	11/729,608	7,841,335
NEBULIZER WITH PRESSURE-BASED FLUIDIC CONTROL AND RELATED METHODS	Vyaire Medical Consumables LLC	11/729,720	7,841,336
INHALATION ANAESTHESIA DELIVERY SYSTEM AND A METHOD FOR LEAK DETECTION IN THE INHALATION ANAESTHESIA DELIVERY SYSTEM	Vyaire Medical Consumables LLC	12/034,198	8,033,280
ANAESTHESIA MACHINE ARRANGEMENT AND A METHOD IN CONNECTION WITH AN ANAESTHESIA MACHINE ARRANGEMENT	Vyaire Medical Consumables LLC	12/052,328	8,973,575
HIGH FREQUENCY OSCILLATION RESPIRATORY THERAPY	Vyaire Medical Consumables LLC	12/061,511	8,528,547
PATIENT BREATHING SYSTEM	Vyaire Medical Consumables LLC	12/143,096	8,186,347
RESPIRATORY THERAPY SYSTEM WITH	Vyaire Medical Consumables LLC	12/274,066	8,365,727

Patent Title	Registered Owner	Application Number	Patent Number
ELECTROMECHANICAL DRIVER			
RESPIRATORY MASK	Vyaire Medical Consumables LLC	12/346,044	8,434,485
FLUID FLOW CONTROL APPARATUS AND PATIENT FLUID SAMPLING METHOD	Vyaire Medical Consumables LLC	12/349,118	9,332,969
CONTINUOUS POSITIVE AIRWAY PRESSURE DEVICE AND METHOD	Vyaire Medical Consumables LLC	12/512,372	8,371,304
NASAL CONTINUOUS POSITIVE AIRWAY PRESSURE DEVICE AND SYSTEM	Vyaire Medical Consumables LLC	12/547,140	8,534,286
HEATED HUMIDIFIED CHAMBER WITH AUTOFEED MECHANISM	Vyaire Medical Consumables LLC	12/607,277	8,033,292
FLOAT VALVE SYSTEM FOR A RESPIRATORY HUMIDIFICATION SYSTEM	Vyaire Medical Consumables LLC	12/616,414	8,347,909
NASAL INTERFACE PRONG DEVICE	Vyaire Medical Consumables LLC	12/652,268	7,987,850
METHODS AND APPARATUS FOR POWERING ELECTRIC DEVICES COUPLED TO A PATIENT TO REDUCE TRANSIENTS IN PATIENT MONITORING DEVICES	Vyaire Medical Consumables LLC	12/684,487	8,222,768
INFANT NASAL INTERFACE MASK	Vyaire Medical Consumables LLC	12/819,549	9,211,387
LARYNGOSCOPE	Vyaire Medical Consumables LLC	12/822,841	8,414,481
DEVICE AND METHOD OF BATTERY DISCHARGE	Vyaire Medical Consumables LLC	12/949,902	8,593,110
DEVICE AND METHOD OF DETERMINING SAFETY IN A BATTERY PACK	Vyaire Medical Consumables LLC	12/949,905	8,395,519
HUMIDIFICATION SYSTEM	Vyaire Medical Consumables LLC	12/952,658	9,314,582

Patent Title	Registered Owner	Application Number	Patent Number
METHOD AND SYSTEM FOR VISUALLY INDICATING A SECURE CONNECTION	Vyaire Medical Consumables LLC	12/984,007	8,960,727
HOUSING AND HOUSING ASSEMBLY FOR SUBSTANCE REMOVING AN UNDESIRE RESPIRATORY GAS COMPONENT OF A RESPIRATORY GAS FLOW AND AN ARRANGEMENT FOR VENTILATING LUNGS OF A SUBJECT	Vyaire Medical Consumables LLC	13/169,405	8,992,672
GAS BLENDER WITH AUXILIARY MIXED GAS OUTLET	Vyaire Medical Consumables LLC	13/216,529	8,402,967
RESPIRATORY THERAPY DEVICE	Vyaire Medical Consumables LLC	13/246,320	8,534,284
FLUID TRAP AND METHOD OF SEPARATING FLUIDS	Vyaire Medical Consumables LLC	13/272,907	8,632,624
CONNECTOR PART AND FLUID CONNECTION STRUCTURE	Vyaire Medical Consumables LLC	13/329,993	9,512,949
APPARATUS FOR FLUID TUBE	Vyaire Medical Consumables LLC	13/334,837	8,826,943
APPARATUS, SYSTEM, AND METHOD OF FLUID DELIVERY CONNECTION	Vyaire Medical Consumables LLC	13/342,558	9,283,344
CONNECTOR STRUCTURE AND A CONNECTOR STRUCTURE OF A SAMPLING TUBE OF A PATIENT RESPIRATORY TUBING	Vyaire Medical Consumables LLC	13/346,764	9,182,064
HOUSING FOR SOLID, FLUIDAL SUBSTANCE FOR REMOVING AN UNDESIRE RESPIRATORY GAS COMPONENT OF A RESPIRATORY GAS FLOW AND AN ARRANGEMENT FOR VENTILATING LUNGS OF A SUBJECT	Vyaire Medical Consumables LLC	13/403,354	9,572,952

Patent Title	Registered Owner	Application Number	Patent Number
MULTIPLE LUMEN HOSE	Vyaire Medical Consumables LLC	13/596,453	9,238,118
FLUID TRAP APPARATUS	Vyaire Medical Consumables LLC	13/692,245	9,919,122
ADJUSTABLE NEBULIZER DISPENSER	Vyaire Medical Consumables LLC	13/720,877	9,539,407
NEBULIZER MOUTHPIECE FOR REDUCING DRUG LOSS	Vyaire Medical Consumables LLC	13/720,894	9,248,252
LARYNGOSCOPE	Vyaire Medical Consumables LLC	13/793,610	9,439,560
COMPRESSIVE PATIENT WARMING DEVICE	Vyaire Medical Consumables LLC	13/801,270	9,433,527
PATIENT WARMING DEVICE WITH PATIENT ACCESS	Vyaire Medical Consumables LLC	13/801,512	9,439,803
RESUSCITATION DEVICE WITH ONBOARD PROCESSOR	Vyaire Medical Consumables LLC	13/829,281	9,446,211
NASAL CONTINUOUS POSITIVE AIRWAY PRESSURE DEVICE AND SYSTEM	Vyaire Medical Consumables LLC	13/967,222	9,168,346
FLUID TRAP AND METHOD OF SEPARATING FLUIDS	Vyaire Medical Consumables LLC	14/105,993	9,233,198
APPARATUS FOR FLUID TUBE	Vyaire Medical Consumables LLC	14/481,828	9,283,345
PATIENT INTERFACE ASSEMBLY FOR RESPIRATORY THERAPY	Vyaire Medical Consumables LLC	14/575,360	10,195,381
GAS FLOW REGULATING DEVICE	Vyaire Medical Consumables LLC	14/637,234	9,690,300
LOW FLOW CONTROLLER	Vyaire Medical Consumables LLC	14/700,094	9,795,759
AIRWAY ADAPTERS AND SUCTION CATHETER SYSTEMS	Vyaire Medical Consumables LLC	14/821,438	
NASAL CONTINUOUS POSITIVE AIRWAY PRESSURE DEVICE	Vyaire Medical Consumables LLC	14/923,238	10,143,813
INFANT NASAL INTERFACE MASK	Vyaire Medical Consumables LLC	14/940,055	

Patent Title	Registered Owner	Application Number	Patent Number
BREATH-ACTUATED NEBULIZER FOR MEDICINE INHALATION	Vyaire Medical Consumables LLC	14/957,449	
NEBULIZER MOUTHPIECE FOR REDUCING DRUG LOSS	Vyaire Medical Consumables LLC	15/003,609	10,130,786
HUMIDIFICATION SYSTEM	Vyaire Medical Consumables LLC	15/018,163	
APPARATUS FOR FLUID TUBE	Vyaire Medical Consumables LLC	15/045,173	9,555,208
SUCTION CATHETER ADAPTOR	Vyaire Medical Consumables LLC	15/354,860	
APPARATUS FOR FLUID TUBE	Vyaire Medical Consumables LLC	15/418,592	9,884,161
AIRWAY ADAPTER	Vyaire Medical Consumables LLC	29/535,621	D809,126
SUCTION CONTROL VALVE	Vyaire Medical Consumables LLC	29/535,625	D796,668
ARRANGEMENT AND METHOD FOR GUIDING EXPIRED RESPIRATORY GAS FLOW USING GAS ROUTING DEVICE	Vyaire Medical Consumables LLC	13/459,339	9,199,050
PATIENT WARMING DEVICE WITH PATIENT ACCESS	Vyaire Medical Consumables LLC	15/233,839	
RESUSCITATION DEVICE WITH ONBOARD PROCESSOR	Vyaire Medical Consumables LLC	15/239,747	10,022,513
APPARATUS FOR FLUID TUBE	Vyaire Medical Consumables LLC	15/886,756	
FLUID TRAP APPARATUS	Vyaire Medical Consumables LLC	15/925,387	
RESUSCITATION DEVICE WITH ONBOARD PROCESSOR	Vyaire Medical Consumables LLC	16/013,830	
SUCTION CONTROL VALVE	Vyaire Medical Consumables LLC	29/615,320	D817,487
AIRWAY ADAPTER	Vyaire Medical Consumables LLC	29/635,210	D830,536

Patent Title	Registered Owner	Application Number	Patent Number
SUCTION CONTROL VALVE	Vyaire Medical Consumables LLC	29/644,708	D844780