

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT5752733

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	3

CONVEYING PARTY DATA

Name	Execution Date
TELEFLEX INCORPORATED	09/25/2019

RECEIVING PARTY DATA

Name:	JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT
Street Address:	IL1-1145/54/63, P.O. BOX 6026
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60680-6026

PROPERTY NUMBERS Total: 3

Property Type	Number
Patent Number:	8707950
Patent Number:	D674895
Application Number:	15989471

CORRESPONDENCE DATA

Fax Number: (714)755-8290

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: 714-540-1235

Email: ipdocket@lw.com

Correspondent Name: LATHAM & WATKINS LLP

Address Line 1: 650 TOWN CENTER DRIVE, SUITE 2000

Address Line 4: COSTA MESA, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	049067-0087
NAME OF SUBMITTER:	ANNA T KWAN
SIGNATURE:	/atk/
DATE SIGNED:	10/03/2019

Total Attachments: 5

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**GRANT OF SECURITY INTEREST
IN UNITED STATES PATENTS**

THIS GRANT OF SECURITY INTEREST IN UNITED STATES PATENTS (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Grant”) is made effective as of September 25, 2019, by and from Teleflex Incorporated, a Delaware corporation (the “Grantor”), to and in favor of JPMORGAN CHASE BANK, N.A. for itself and as Administrative Agent for the Secured Parties (as defined in the Credit Agreement referenced below) (in such capacities, the “Grantee”).

WHEREAS, TELEFLEX INCORPORATED (the “Company”), the other Loan Parties, the Lenders, and the Grantee have entered into that certain Second Amended and Restated Credit Agreement, dated as of April 5, 2019 (as may be further amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”);

WHEREAS, certain Subsidiaries of the Company have guaranteed the repayment of the Obligations pursuant to the Credit Agreement;

WHEREAS, the Company and certain of its Subsidiaries, including the Grantor, have entered into that certain Amended and Restated Security Agreement, dated as of April 5, 2019 (as may be further amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”); and

WHEREAS, the Grantor owns certain Patents which are applied for or registered with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms used and not otherwise defined herein shall have the respective meaning given to them in the Credit Agreement, or if not defined therein, in the Security Agreement.

2) The Security Interest.

(a) This Grant is made to secure the satisfactory performance and payment of all the Obligations. Upon the satisfaction of the Final Release Conditions (as defined in the Subsidiary Guaranty), this Grant shall automatically terminate and all rights to the Patents shall revert to the Grantor. Upon such termination, the Grantee shall promptly, upon such satisfaction, execute, acknowledge, and deliver to the Grantor all reasonably requested instruments in writing releasing (and/or evidencing of record the release of) the lien and security interest in the Patents acquired under the Security Agreement and this Grant.

(b) The Grantor hereby pledges and grants to the Grantee, on behalf of and for the benefit of the Secured Parties, a security interest in all of the Grantor’s right, title and interest, whether now owned or hereafter acquired, in and to (i) any and all United States Patents, including the foregoing listed on Exhibit A; (ii) all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof; (iii) 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, present and future infringements thereof; (iii) all rights to sue for past, present and future infringements thereof; and (iv) all rights corresponding to any of the foregoing throughout the world.

(c) Notwithstanding anything to the contrary contained above, the security interest created by this Grant shall not extend to Excluded Assets.

3) Grants, Rights, Remedies. This Grant has been executed in conjunction with the security interest granted under the Security Agreement to the Grantee for the benefit of the Secured Parties. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern and control.

4) Governing Law. **THIS GRANT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK.**

5) COUNTERPARTS. THIS GRANT MAY BE EXECUTED IN COUNTERPARTS (AND BY DIFFERENT PARTIES HERETO IN DIFFERENT COUNTERPARTS), EACH OF WHICH SHALL CONSTITUTE AN ORIGINAL, BUT ALL OF WHICH WHEN TAKEN TOGETHER SHALL CONSTITUTE A SINGLE CONTRACT. DELIVERY OF AN EXECUTED COUNTERPART OF A SIGNATURE PAGE OF THIS GRANT BY TELECOPY, E-MAILED .PDF OR ANY OTHER ELECTRONIC MEANS THAT REPRODUCES AN IMAGE OF THE ACTUAL EXECUTED SIGNATURE PAGE SHALL BE EFFECTIVE AS DELIVERY OF A MANUALLY EXECUTED COUNTERPART OF THIS GRANT.

IN WITNESS WHEREOF, the Grantor has executed this Grant effective as of the date first written above.

TELEFLEX INCORPORATED,
as Grantor

By: 
Name: Jake Elguize
Title: Treasurer and Vice President, Investor Relations

Signature Page for
Grant of Security Interest in United States Patents

PATENT
REEL: 050617 FRAME: 0263

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: Tracy Martinov

Name: Tracy Martinov

Title: Authorized Signatory

Signature Page for
Grant of Security Interest in United States Patents

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GRANT OF SECURITY INTEREST
IN UNITED STATES PATENTS

Exhibit A

Patents

Title	Application No.	Registration No.	Owner
UNIVERSAL MEDICAL GAS DELIVERY SYSTEM	12806032	8707950	Teleflex Incorporated
UNIVERSAL MEDICAL GAS DELIVERY SYSTEM	15989471		Teleflex Incorporated
Secure bushing and connector for universal medical gas delivery	29372851	D674895	Teleflex Incorporated