

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5755089

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
INOVO, INC.	10/03/2019
RECEIVING PARTY DATA	
Name:	DELAWARE TRUST COMPANY, AS COLLATERAL AGENT
Street Address:	251 LITTLE FALLS DRIVE
City:	WILMINGTON
State/Country:	DELAWARE
Postal Code:	19808
PROPERTY NUMBERS Total: 9	
Property Type	Number
Patent Number:	9468732
Patent Number:	6510747
Patent Number:	6467325
Patent Number:	9427537
Patent Number:	8307828
Patent Number:	6484721
Patent Number:	7708016
Application Number:	15220230
Application Number:	15266512
CORRESPONDENCE DATA	
Fax Number:	(617)245-9493
<i>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.</i>	
Phone:	6179517000
Email:	Crena.Pacheco@ropesgray.com
Correspondent Name:	ROPES & GRAY LLP
Address Line 1:	PRUDENTIAL TOWER
Address Line 2:	800 BOYLSTON STREET
Address Line 4:	BOSTON, MASSACHUSETTS 02199-3600
ATTORNEY DOCKET NUMBER:	109990-0023
NAME OF SUBMITTER:	CRENA PACHECO

PATENT

SIGNATURE:	/CRENA PACHECO/
DATE SIGNED:	10/04/2019
Total Attachments: 6 source=Inovo, Inc. to Delaware Trust Company#page1.tif source=Inovo, Inc. to Delaware Trust Company#page2.tif source=Inovo, Inc. to Delaware Trust Company#page3.tif source=Inovo, Inc. to Delaware Trust Company#page4.tif source=Inovo, Inc. to Delaware Trust Company#page5.tif source=Inovo, Inc. to Delaware Trust Company#page6.tif	

NOTICE AND CONFIRMATION OF GRANT OF
SECURITY INTEREST IN PATENTS

NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN PATENTS (the “Agreement”), dated as of October 3, 2019, made by Inovo, Inc. (the “Grantor”), in favor of Delaware Trust Company, as Collateral Agent (in such capacity, the “Collateral Agent”) for (i) itself, (ii) the several banks and other financial institutions (the “Lenders”) that are parties to the 1.5 Lien Credit Agreement, dated as of October 3, 2019 (as the same may be amended, waived, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among Medical Depot Holdings, Inc. (the “Borrower”), solely with respect to Subsections 2.12, 5.22 and 7.15 of the Credit Agreement, CD&R Reign Topco, Inc., a Delaware corporation, the Collateral Agent, and the Lenders, and (iii) the other Secured Parties provided for in the Credit Agreement.

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans to the Borrower subject to the terms and conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Borrower and the Guarantors have executed and delivered a 1.5 Lien Guarantee and Collateral Agreement, dated as of October 3, 2019, in favor of the Collateral Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the “Security Agreement”); and

WHEREAS, pursuant to the Security Agreement, the Grantor granted to the Collateral Agent for the benefit of the Secured Parties a security interest in all of its Intellectual Property, including the Patents; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

SECTION 2. Confirmation of Grant of Security Interest. The Grantor hereby confirms that pursuant to the Security Agreement it granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor’s right, title and interest in (subject only to Liens permitted under the Credit Agreement) and to all Patents (including, without limitation, those items listed on

Schedule I hereto) and to the extent not otherwise included, all Proceeds and products of any and all of the foregoing, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations (as defined in the Security Agreement), except that no security interest is or will be granted pursuant hereto in any Excluded Assets.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest with the United States Patent and Trademark Office. This Agreement is expressly subject to the terms and conditions of the Security Agreement. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Patents are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

* * *

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

INOVO, INC.

By: 
Name: Amy O'Keefe
Title: Treasurer

[SIGNATURE PAGE TO 1.5 LIEN NOTICE AND CONFIRMATION OF SECURITY INTEREST IN PATENTS-INOVO, INC.]

DELAWARE TRUST COMPANY,
as Collateral Agent

By: 

Name: Alan R. Halpern
Title: Vice President

[SIGNATURE PAGE TO 1.5 LIEN NOTICE AND CONFIRMATION OF SECURITY INTEREST IN PATENTS —
INOVO, INC.]

PATENT
REEL: 050628 FRAME: 0240

SCHEDULE I

Registered Patents

<u>Grantor</u>	<u>Patent Name</u>	<u>Patent/App. No.</u>	<u>Filing Date</u>
INOVO, INC.	FLUID-CONTROLLED RESERVOIR CANNULA	9468732	31-Jul-2013
INOVO, INC.	FLOW CONTROL DEVICE	6510747	24-Apr-2000
INOVO, INC.	METHOD OF FABRICATING A FLOW CONTROL DEVICE	6467325	24-Apr-2000
INOVO, INC.	PNEUMATIC SINGLE-LUMEN MEDICAL GAS CONSERVER	9427537	12-Oct-2012
INOVO, INC.	PNEUMATIC SINGLE-LUMEN MEDICAL GAS CONSERVER	8307828	24-Aug-2007
INOVO, INC.	PNEUMATIC OXYGEN CONSERVING DEVICE	6484721	27-Jun-2001
INOVO, INC.	GAS CONSERVING REGULATOR	7708016	12-Nov-2003

Pending Patent Applications

<u>Grantor</u>	<u>Patent Name</u>	<u>Patent/App. No.</u>	<u>Filing Date</u>
INOVO, INC.	PNEUMATIC SINGLE-LUMEN MEDICAL GAS CONSERVER	15/220,230	07/26/2016
INOVO, INC.	FLUIDIC-CONTROLLED RESERVOIR CANNULA	15/266,512	09/15/2016