

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6306794

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
WESTMED, INC.	09/18/2020
RECEIVING PARTY DATA	
Name:	CAPITAL ONE, NATIONAL ASSOCIATION, AS ADMINISTRATIVE AGENT
Street Address:	2 BETHESDA METRO CENTER, SUITE 600
City:	BETHESDA
State/Country:	MARYLAND
Postal Code:	20814
PROPERTY NUMBERS Total: 5	
Property Type	Number
Application Number:	16421561
Application Number:	16299526
Application Number:	13188793
Application Number:	13804700
Application Number:	12688295
CORRESPONDENCE DATA	
Fax Number:	(404)443-5599
<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:	4044435626
Email:	tlockley@mcguirewoods.com
Correspondent Name:	TEQUIRA LOCKLEY - PARALEGAL
Address Line 1:	1230 PEACHTREE STREET, N.E., SUITE 2100
Address Line 2:	MCGUIREWOODS LLP
Address Line 4:	ATLANTA, GEORGIA 30309
NAME OF SUBMITTER:	TEQUIRA LOCKLEY
SIGNATURE:	//Tequira Lockley//
DATE SIGNED:	09/18/2020
Total Attachments: 5	
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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT, dated as of September 18, 2020, is made by Westmed, Inc., an Arizona corporation (the “Grantor”) in favor of Capital One, National Association (“CONA”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”) for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below), with offices at 2 Bethesda Metro Center, Suite 600, Bethesda, MD 20814 and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of August 30, 2019 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the **SALTER LABS LLC**, a California limited liability company (“Salter Labs”), **SUNMED HOLDINGS, LLC**, a Michigan limited liability company (“Sun Med”), **WM ACQUISITION CORPORATION**, a Colorado corporation (“WMA” and prior to the consummation of the Westmed Acquisition (as defined in the Credit Agreement) and the Borrower Assumption (as defined in the Credit Agreement), collectively with Salter Labs and Sun Med, the “Initial Borrowers”) and immediately after giving effect to the Westmed Purchase Agreement (as defined in the Credit Agreement), **WESTMED HOLDING COMPANY**, a Colorado corporation (“Westmed Holdings”, and collectively, with Salter Labs, Sun Med, and WMA, the “Borrowers” and each individually as a “Borrower”), **SUNMED GROUP HOLDINGS, LLC**, a Delaware limited liability company (“Parent”), the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto, CONA as the Revolving Agent and Administrative Agent, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to a Guaranty and Security Agreement dated as of August 30, 2019 in favor of the Administrative Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, as of the date hereof, the Grantor has been joined as a party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Patent Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Patent Collateral"):

(a) all of its Patents, including, without limitation, those pending and issued Patents referred to on Schedule 1 hereto;

(b) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing; and

(c) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Counterparts. This Patent Security Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

SECTION 5. GOVERNING LAW. THIS PATENT SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

~~WESTMED, INC.~~, as Grantor

By: 

Name: Daniel Bowen

Title: Chief Executive Officer

ACCEPTED AND AGREED
as of the date first above written:

CAPITAL ONE, NATIONAL ASSOCIATION,
as Administrative Agent

By 

Name: Peter H.

Title: Duly Authorized Signatory

SALTER LABS
PATENT SECURITY AGREEMENT
SIGNATURE PAGE

SCHEDULE I
TO
PATENT SECURITY AGREEMENT

Publication Number	Title	Application Number	Application / Filing Date	Grantor	Publication Date
US20190358421A1	ENDOTRACHEAL TUBE SECUREMENT DEVICES AND METHODS	US16421561	2019-05-24	WESTMED, INC.	2019-11-28
US20190274589A1	LOW DEAD SPACE LAMINAR FLOW WATER FILTER FOR SIDE STREAM CO2 MONITORING LINES	US16299526	2019-03-12	WESTMED, INC.	2019-09-12
US9072854B2	Reservoir system for gas delivery to a patient	US13188793	2011-07-22	WESTMED, INC	2015-07-07
US8936023B2	Reservoir system for gas delivery to a patient	US13804700	2013-03-14	WESTMED, INC	2015-01-20
US8616200B2	Reservoir system for gas delivery to a patient	US12688295	2010-01-15	WESTMED, INC.	2013-12-31