

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT6362044

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST	
<b>CONVEYING PARTY DATA</b>		
<b>Name</b>		<b>Execution Date</b>
VAPOTHERM, INC.		10/21/2020
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	CANADIAN IMPERIAL BANK OF COMMERCE	
<b>Street Address:</b>	40 KING STREET WEST, SUITE 5702	
<b>City:</b>	TORONTO	
<b>State/Country:</b>	CANADA	
<b>Postal Code:</b>	M5H 3Y2	
<b>PROPERTY NUMBERS Total: 54</b>		
<b>Property Type</b>	<b>Number</b>	
Patent Number:	7314046	
Patent Number:	7827981	
Patent Number:	7708013	
Patent Number:	8171935	
Patent Number:	7654507	
Patent Number:	8905023	
Patent Number:	10092722	
Application Number:	16120923	
Application Number:	17001257	
Patent Number:	D640784	
Patent Number:	D671206	
Patent Number:	8333195	
Patent Number:	8240306	
Patent Number:	8677993	
Patent Number:	8356593	
Patent Number:	10786646	
Application Number:	16929879	
Application Number:	17001324	
Patent Number:	8561607	
Patent Number:	8915245	

Property Type	Number
Patent Number:	9717879
Patent Number:	10695524
Patent Number:	10213566
Patent Number:	10300236
Application Number:	16382986
Patent Number:	9333317
Patent Number:	10265494
Application Number:	16293329
Patent Number:	10426911
Application Number:	16543858
Patent Number:	10596345
Application Number:	16785303
Patent Number:	10512748
Patent Number:	10398871
Application Number:	16519296
Application Number:	15251185
Application Number:	15199158
Application Number:	14983212
Application Number:	15637556
Patent Number:	D833004
Patent Number:	D861863
Application Number:	15298712
Application Number:	15783566
Application Number:	16124818
Application Number:	16428473
Application Number:	16428633
Application Number:	16804280
Application Number:	16912095
Application Number:	17032751
Application Number:	16901902
Patent Number:	10007238
Patent Number:	10514662
Application Number:	16722722
Application Number:	16672638

#### CORRESPONDENCE DATA

Fax Number: (415)693-2222

*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.*

**PATENT**

**REEL: 054145 FRAME: 0213**

**Phone:** 4156932000  
**Email:** crhem@cooley.com  
**Correspondent Name:** COOLEY LLP  
**Address Line 1:** 101 CALIFORNIA STREET, 5TH FLOOR  
**Address Line 4:** SAN FRANCISCO, CALIFORNIA 94111

<b>ATTORNEY DOCKET NUMBER:</b>	313569-181
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<b>NAME OF SUBMITTER:</b>	C. RHEM
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<b>SIGNATURE:</b>	/CR/
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<b>DATE SIGNED:</b>	10/21/2020
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**Total Attachments: 10**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”) is entered into as of October 21, 2020, between CANADIAN IMPERIAL BANK OF COMMERCE (“**Bank**”) and VAPOTHERM, INC., a Delaware corporation (“**Grantor**”).

### RECITALS

A. Bank and Grantor are entering into a Loan and Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “**Loan Agreement**”). Defined terms used herein without definition shall have the meanings set forth in the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of the Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral (including Intellectual Property as specified under the Loan Agreement).

C. Grantor’s execution and delivery of this Agreement is a condition to the effectiveness of the Loan Agreement.

### AGREEMENT

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, Grantor and Bank hereby agree:

1. To secure the Obligations, Grantor grants Bank a security interest in all of Grantor’s right, title and interest in its Intellectual Property constituting Collateral under the Loan Agreement. Grantor hereby confirms that the attached schedules of Grantor’s copyright, patent and trademark applications and registrations, which are registered or filed with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, attached hereto as Exhibits A, B and C hereto, respectively, are complete and accurate as of the date hereof.

2. Grantor hereby authorizes Bank to (a) modify this Agreement unilaterally by supplementing the exhibits to this Agreement to include any Intellectual Property constituting Collateral under the Loan Agreement and which are registered or filed with the United States Patent and Trademark Office or the United States Copyright Office which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate of this Agreement containing amended exhibits reflecting such new Intellectual Property with the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

3. This Agreement is a Loan Document. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, is an original, and all taken together, constitute one Agreement. Delivery of an executed counterpart of a signature page of this Agreement by electronic means shall be effective as delivery of an original executed counterpart of this Agreement. The words “execution,” “signed,” “signature” and words of like import in this Agreement shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity and enforceability as a manually executed signature or the use of a paper-based recordkeeping systems, as the case may be, to the extent and as provided for in any applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act.

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[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

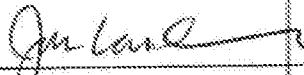
IN WITNESS WHEREOF, the undersigned have duly executed this Intellectual Property Security Agreement as of the first date written above.

Address of Grantor:

100 Domain Drive  
Exeter, NH 03833  
Attention: John Landry and Anthony TenHaagen

GRANTOR:

VAPOTHERM, INC.

By: 

Name: John Landry

Title: Senior Vice President, Chief Financial Officer and Secretary

Address of Bank:

CIBC Innovation Banking  
40 King Street West, Suite 5702  
Toronto, Ontario  
M5H 3Y2  
Attention: Jeff Chapman, Corey Perlmutter

BANK:

CANADIAN IMPERIAL BANK OF COMMERCE

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

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Attention: John Landry and Anthony TenHaagen

GRANTOR:

VAPOTHERM, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address of Bank:

CIBC Innovation Banking  
40 King Street West, Suite 5702  
Toronto, Ontario  
M5H 3Y2  
Attention: Jeff Chapman, Corey Perlmutter

BANK:

CANADIAN IMPERIAL BANK OF COMMERCE

By:  \_\_\_\_\_

Name: Jeff Chapman

Title: Assistant General Manager, Authorized Signatory  
CIBC Innovation Banking

By: \_\_\_\_\_

Name: Corey Perlmutter

Title: Assistant General Manager, Authorized Signatory  
CIBC Innovation Banking

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

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100 Domain Drive  
Exeter, NH 03833  
Attention: John Landry and Anthony TenHaagen

GRANTOR:

VAPOTHERM, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address of Bank:

CIBC Innovation Banking  
40 King Street West, Suite 5702  
Toronto, Ontario  
M5H 3Y2  
Attention: Jeff Chapman, Corey Perlmutter

BANK:

CANADIAN IMPERIAL BANK OF COMMERCE

By: \_\_\_\_\_

Name: Jeff Chapman

Title: Assistant General Manager, Authorized Signatory  
CIBC Innovation Banking

By:  \_\_\_\_\_

Name: Corey Perlmutter

Title: Assistant General Manager, Authorized Signatory  
CIBC Innovation Banking

EXHIBIT A  
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None.



## EXHIBIT B

## PATENTS

DESCRIPTION	PATENT / APPLICATION NUMBER	ISSUE / APPLICATION DATE
APPARATUS AND METHOD FOR RESPIRATORY TRACT THERAPY	7,314,046	01-01-2008
METHOD FOR REDUCING THE WORK OF BREATHING	7,827,981	11-09-2010
APPARATUS AND METHOD FOR DELIVERING WATER VAPOR TO A GAS	7,708,013	05-04-2010
NASAL CANNULA WITH REDUCED HEAT LOSS TO REDUCE RAINOUT	8,171,935	05-08-2012
WATER SPIKE SYSTEM	7,654,507	02-02-2010
HYPERTHERMIC HUMIDIFICATION SYSTEM	8,905,023	12-09-2014
HYPERTHERMIC HUMIDIFICATION SYSTEM	10,092,722	10-09-2018
HYPERTHERMIC HUMIDIFICATION SYSTEM	16/120,923	09-04-2018
HYPERTHERMIC HUMIDIFICATION SYSTEM	17/001,257	08-24-2020
HYPERTHERMIC HUMIDIFICATION SYSTEM	D640,784	06-28-2011
RESPIRATORY THERAPY SYSTEM	D671,206	11-20-2012
SYSTEM AND METHOD FOR DELIVERING A HEATED AND HUMIDIFIED GAS	8,333,195	12-18-2012

BASE UNIT FOR BREATHING GAS HEATING AND HUMIDIFICATION SYSTEM	8,240,306	08-14-2012
HUMIDIFIER FOR BREATHING GAS HEATING AND HUMIDIFICATION SYSTEM	8,677,993	03-25-2014
DELIVERY TUBE FOR BREATHING GAS HEATING AND HUMIDIFICATION SYSTEM	8,356,593	01-22-2013
HUMIDIFIER FOR BREATHING GAS HEATING AND HUMIDIFICATION SYSTEM	10,786,646	09-29-2020
HUMIDIFIER FOR BREATHING GAS HEATING AND HUMIDIFICATION SYSTEM	16/929,879	07-15-2020
HUMIDIFIER FOR BREATHING GAS HEATING AND HUMIDIFICATION SYSTEM	17/001,324	08-24-2020
HEATED NEBULIZER DEVICES, NEBULIZER SYSTEMS, AND METHODS FOR INHALATION THERAPY	8,561,607	10-22-2013
NEBULIZER SYSTEMS, APPARATUS AND METHODS FOR RESPIRATORY THERAPY	8,915,245	12-23-2014
NEBULIZER SYSTEMS, APPARATUS AND METHODS FOR RESPIRATORY THERAPY	9,717,879	08-01-2017
NEBULIZER SYSTEMS, APPARATUS AND METHODS FOR RESPIRATORY THERAPY	10,695,524	06-30-2020
SYSTEMS AND METHODS FOR PROVIDING RESPIRATORY THERAPY WITH VARYING FLOW RATES	10,213,566	02-26-2019
QUIET NASAL CANNULA	10,300,236	05-28-2019
QUIET NASAL CANNULA	16/382,986	04-12-2019
SYSTEMS AND METHODS FOR PROVIDING RESPIRATORY THERAPY	9,333,317	05-10-2016
SYSTEMS AND METHODS FOR PROVIDING RESPIRATORY THERAPY	10,265,494	04-23-2019

SYSTEMS AND METHODS FOR PROVIDING RESPIRATORY THERAPY	16/293,329	03-05-2019
RESPIRATORY THERAPY CONDENSATION ADAPTOR	10,426,911	10-01-2019
RESPIRATORY THERAPY CONDENSATION ADAPTOR	16/543,858	08-19-2019
SYSTEMS AND METHODS FOR HUMIDITY CONTROL	10,596,345	03-24-2020
SYSTEMS AND METHODS FOR HUMIDITY CONTROL	16/785,303	02-07-2020
HEATED NEBULIZER ADAPTER FOR RESPIRATORY THERAPY	10,512,748	12-24-2019
SYSTEMS AND METHODS FOR PATIENT- PROXIMATE VAPOR TRANSFER FOR RESPIRATORY THERAPY	10,398,871	09-03-2019
SYSTEMS AND METHODS FOR PATIENT- PROXIMATE VAPOR TRANSFER FOR RESPIRATORY THERAPY	16/519,296	07-23-2019
HIGH FLOW THERAPY WITH BUILT-IN OXYGEN CONCENTRATOR	15/251,185	08-30-2016
NASAL CANNULA FOR CONTINUOUS AND STIMULTANEOUS DELIVERY OF AERSOLIZED MEDICAMENT AND HIGH FLOW THERAPY	15/199,158	06-30-2016
METHODS AND SYSTEMS FOR OBTAINING DESIRED OXYGEN CONCENTRATIONS AND AIR FLOWS DURING RESPIRATORY THERAPY	14/983,212	12-29-2015
CANNULA DEVICE FOR HIGH FLOW THERAPY	15/637,556	06-29-2017
VAPOR TRANSFER CARTRIDGE	D833004	11-06-2018
VAPOR TRANSFER CARTRIDGE	D861,863	10-01-2019

VAPOR TRANSFER CARTRIDGE	15/298,712	10-20-2016
SYSTEMS AND METHODS FOR HIGH VELOCITY NASAL INSUFFLATION	15/783,566	10-13-2017
BIFURCATED CANNULA DEVICE	16/124,818	09-07-2018
CANNULA-BASED VIBRATING MESH NEBULIZER	16/428,473	05-31-2019
MACHINE PROXIMATE NEBULIZER	16/428,633	04-31-2019
ROTORS FOR USE IN CAUSTIC ENVIRONMENTS	16/804,280	02-28-2020
VARIABLE GEOMETRY CANNULA	16/912,095	06-25-2020
INTERNAL CANNULA MOUNTED NEBULIZER	17/032,751	9-25-2020
RESPIRATORY THERAPY UNIT WITH NON- CONTACT SENSING AND CONTROL	16/901,902	06-15-2020
OXYGEN MIXING AND DELIVERY	10,007,238	06-26-2018
OXYGEN MIXING AND DELIVERY	10,514,662	12-24-2019
OXYGEN MIXING AND DELIVERY	16/722,722	12-20-2019
METHODS, DEVICES, AND SYSTEMS FOR IMPROVED OXYGENATION PATIENT MONITORING, MIXING, AND DELIVERY	16/672,638	11-04-2019

## EXHIBIT C

## TRADEMARKS

DESCRIPTION	REGISTRATION / SERIAL NUMBER	REGISTRATION / APPLICATION DATE
VAPOTHERM	2491022	09-18-2001
PRECISION FLOW	3588025	03-10-2009
HFT	3759402	03-09-2010
HIGH VELOCITY THERAPY	5179750	04-11-2017
VAPOSOF	5223068	06-13-2017
HI-VNI	5242692	07-11-2017
HVT	5254083	08-01-2017
NO MASK. NO PROBLEM.	5679762	02-19-2019
WHEN OXYGEN IS NOT ENOUGH.	5679627	02-19-2019
PRECISION FLOW HI-VNI	5884015	10-15-2019
PROSOFT	5951762	12-31-2019
MASK-FREE NIV	6087344	06-23-2020
OAM	88810890	02-26-2020
TAKE A BREATH	88810880	02-26-2020