

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6550788

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| SUBMISSION TYPE: | NEW ASSIGNMENT | |
| NATURE OF CONVEYANCE: | PATENT SECURITY AGREEMENT | |
| CONVEYING PARTY DATA | | |
| Name | | Execution Date |
| FOUNDATION CONSUMER HEALTHCARE, LLC | | 02/12/2021 |
| RECEIVING PARTY DATA | | |
| Name: | CERBERUS BUSINESS FINANCE AGENCY, LLC, AS COLLATERAL AGENT | |
| Street Address: | 875 THIRD AVENUE | |
| City: | NEW YORK | |
| State/Country: | NEW YORK | |
| Postal Code: | 10022 | |
| PROPERTY NUMBERS Total: 32 | | |
| Property Type | Number | |
| Application Number: | 12771431 | |
| Patent Number: | D639762 | |
| Patent Number: | D651710 | |
| Patent Number: | 8834511 | |
| Patent Number: | 9901479 | |
| Patent Number: | 6631714 | |
| Patent Number: | 7568580 | |
| Patent Number: | 8061357 | |
| Patent Number: | 8240309 | |
| Patent Number: | 8985116 | |
| Patent Number: | 8875711 | |
| Patent Number: | 7334581 | |
| Patent Number: | 8707955 | |
| Patent Number: | 7992563 | |
| Patent Number: | 8291909 | |
| Patent Number: | 8302606 | |
| Patent Number: | 7735491 | |
| Patent Number: | 7506649 | |
| Patent Number: | 7987852 | |
| Patent Number: | 8235046 | |
| PATENT | | |

| Property Type | Number |
|---------------------|----------|
| Patent Number: | 8365736 |
| Patent Number: | 7856979 |
| Patent Number: | 7735492 |
| Application Number: | 14997870 |
| Patent Number: | 9238113 |
| Patent Number: | 7806120 |
| Patent Number: | 8020700 |
| Patent Number: | 8281557 |
| Application Number: | 14071582 |
| Patent Number: | 7798148 |
| Patent Number: | 7992564 |
| Patent Number: | 8215308 |

CORRESPONDENCE DATA

Fax Number: (212)593-5955

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.

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Email: scott.kareff@srz.com

Correspondent Name: S. KAREFF C/O SCHULTE ROTH & ZABEL LLP

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Address Line 2: 25TH FLOOR

Address Line 4: NEW YORK, NEW YORK 10022

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|--------------------------------|-------------|
| ATTORNEY DOCKET NUMBER: | 014951-1971 |
|--------------------------------|-------------|

| | |
|---------------------------|----------------------------|
| NAME OF SUBMITTER: | SCOTT KAREFF (014951-1971) |
|---------------------------|----------------------------|

| | |
|-------------------|-------------|
| SIGNATURE: | /kc for sk/ |
|-------------------|-------------|

| | |
|---------------------|------------|
| DATE SIGNED: | 02/12/2021 |
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Total Attachments: 7

source=Foundation - Patent Security Agreement (Plan B Borrower) (Executed)#page1.tif

source=Foundation - Patent Security Agreement (Plan B Borrower) (Executed)#page2.tif

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Patent Security Agreement

This **Patent Security Agreement** (this “Patent Security Agreement”), dated as of February 12, 2021, made by FOUNDATION CONSUMER HEALTHCARE, LLC, a Delaware limited liability company (the “Grantor”), in favor of CERBERUS BUSINESS FINANCE AGENCY, LLC, as collateral agent (in such capacity, and together with its successors and assigns in such capacity, the “Collateral Agent”) for the Secured Parties (as defined in the Guarantee and Collateral Agreement referred to below) and as administrative agent (in such capacity, and together with its successors and assigns in such capacity, the “Administrative Agent”).

W I T N E S S E T H:

WHEREAS, the Grantor is party to the Amended and Restated Guarantee and Collateral Agreement, dated as of February 12, 2021 (as amended, amended and restated, waived, supplemented or otherwise modified from time to time, the “Amended and Restated Guarantee and Collateral Agreement”), in favor of the Collateral Agent, for the benefit of the Secured Parties, pursuant to which the Grantor is required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor and the Collateral Agent hereby agree as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, initially capitalized terms defined in the Amended and Restated Guarantee and Collateral Agreement and used herein have the meaning given to them in the Amended and Restated Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest in Patent Collateral. 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 of the Grantor, the Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of its right, title and interest in and to the following property (wherever located), whether now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “Patent Collateral”):

- (a) Patents, including those listed on Schedule I attached hereto;
- (b) Patent Licenses, including those listed on Schedule I attached hereto; and

(c) all Proceeds of any and all of the foregoing.

Notwithstanding anything to the contrary contained in clauses (a) and (b) above or otherwise set forth in this Patent Security Agreement, no security interest is or will be granted pursuant to this Patent Security Agreement in any right, title or interest of the Grantor under or in, and the term "Patent Collateral" shall not include, any Excluded Assets.

SECTION 3. Amended and Restated Guarantee and Collateral Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Amended and Restated Guarantee and Collateral Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Amended and Restated Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Patent Security Agreement is deemed to conflict with the Amended and Restated Guarantee and Collateral Agreement, the provisions of the Amended and Restated Guarantee and Collateral Agreement shall control.

SECTION 4. Termination. At such time as the Loans, the Reimbursement Obligations and the other Obligations (other than any Obligations owing to a Non-Lender Secured Party and contingent obligations for which no claim has been made) then due and owing shall have been paid in full, the Commitments have been terminated and no Letters of Credit shall be outstanding (except for Letters of Credit that have been cash collateralized or otherwise provided for in a manner reasonably satisfactory to the relevant Issuing Bank), all Patent Collateral shall be automatically released from the Liens created hereby, and this Patent Security Agreement and all obligations (other than those expressly stated to survive such termination) of the Collateral Agent and the Grantor hereunder shall terminate, all without delivery of any instrument or performance of any act by any party, and all rights to the Patent Collateral shall revert to the Grantor. At the request and sole expense of the Grantor following any such termination, the Collateral Agent shall deliver to the Grantor any Patent Collateral held by the Collateral Agent hereunder, and the Collateral Agent and the Administrative Agent shall execute and deliver to the Grantor such documents (including without limitation UCC termination statements) as the Grantor shall reasonably request to evidence such termination.

SECTION 5. Counterparts. This Patent Security Agreement may be executed by one or more of the parties to this Patent Security Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

SECTION 6. Governing Law; Consent to Jurisdiction; Waiver of Jury Trial.
Subsections 9.11, 9.12 and 9.14 of the Amended and Restated Guarantee and
Collateral Agreement are incorporated herein, *mutatis mutandis*, as if a part hereof.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Grantor and the Collateral Agent have caused this Patent Security Agreement to be duly executed and delivered by their duly authorized officers as of the date first above written.

FOUNDATION CONSUMER HEALTHCARE,
LLC, as Grantor

By: May Petracco
Name: May Petracco
Title: Vice President of Finance and Operations

Accepted and Agreed

CERBERUS BUSINESS FINANCE AGENCY, LLC
as Collateral Agent

By: _____
Name:
Title:

IN WITNESS WHEREOF, the Grantor and the Collateral Agent have caused this Patent Security Agreement to be duly executed and delivered by their duly authorized officers as of the date first above written.

FOUNDATION CONSUMER HEALTHCARE, LLC,
as Grantor

By: _____

Name: May Petracco
Title: Vice President of Finance and Operations

Accepted and Agreed

CERBERUS BUSINESS FINANCE AGENCY, LLC
as Collateral Agent

By:  _____

Name: Daniel E. Wolf
Title: Senior Managing Director

SCHEDULE I
to
PATENT SECURITY AGREEMENT
UNITED STATES PATENT REGISTRATIONS AND UNITED STATES PATENT
APPLICATIONS

United States Patent Registrations and Patent Applications

| # | Brand / Title | Application No. | Application Date | Patent No. | Grant Date | Owner |
|----|---|-----------------|------------------|------------|------------|-------------------------------------|
| 1 | Breathe Right (product: Breathe Right Extra) / IMPROVED EXTERNAL NASAL DILATOR | 12/771431 | 4/30/2010 | N/A | N/A | Foundation Consumer Brands, LLC |
| 2 | Breathe Right / NASAL DILATOR | 29/352627 | 12/23/2009 | D639762 | 6/14/2011 | Foundation Consumer Brands, LLC |
| 3 | Breathe Right / NASAL DILATOR | 29/391702 | 5/12/2011 | D651710 | 1/3/2012 | Foundation Consumer Brands, LLC |
| 4 | Breathe Right / EXTERNAL NASAL DILATOR AND METHODS OF MANUFACTURE | 12/941222 | 11/8/2010 | 8834511 | 9/16/2014 | Foundation Consumer Brands, LLC |
| 5 | Breathe Right / EXTERNAL NASAL DILATOR AND METHODS | 14/490764 | 9/19/2014 | 9901479 | 2/27/2018 | Foundation Consumer Brands, LLC |
| 6 | Breathe Right / TISSUE DILATOR DEVICES, METHODS OF FABRICATION OF TISSUE DILATORS, AND METHODS OF USE FOR TISSUE DILATORS | 09/896213 | 6/29/2001 | 6631714 | 10/14/2003 | Foundation Consumer Brands, LLC |
| 7 | Breathe Right / DISPENSERS FOR TISSUE DILATOR DEVICES | 10/881232 | 6/30/2004 | 7568580 | 8/4/2009 | Foundation Consumer Brands, LLC |
| 9 | Adhesive Nasal Respiratory Devices | 12/141,875 | 06-18-2008 | 8,061,357 | 11-22-2011 | Foundation Consumer Healthcare, LLC |
| 10 | Adjustable Nasal Devices | 11/941,915 | 11-16-2007 | 8,240,309 | 08-14-2012 | Foundation Consumer Healthcare, LLC |
| 12 | Layered Nasal Devices | 11/759,916 | 06-07-2007 | 8,985,116 | 03-24-2015 | Foundation Consumer Healthcare, LLC |
| 13 | Layered Nasal Respiratory Devices | 13/117,933 | 05-27-2011 | 8,875,711 | 11-04-2014 | Foundation Consumer Healthcare, LLC |
| 14 | Methods And Devices For Improving Breathing In Patients With Pulmonary Disease | 10/827,073 | 4/19/2004 | 7,334,581 | 2/26/2008 | Foundation Consumer Healthcare, LLC |
| 15 | Methods And Devices For Improving Breathing In Patients With Pulmonary Disease | 13/164,705 | 6/20/2011 | 8,707,955 | 4/29/2014 | Foundation Consumer Healthcare, LLC |
| 16 | Methods And Devices For Improving Breathing In Patients With Pulmonary Disease | 12/014,060 | 1/14/2008 | 7,992,563 | 8/9/2011 | Foundation Consumer Healthcare, LLC |
| 17 | Methods Of Treating A Disorder By Inhibiting Expiration | 12/885,366 | 9/17/2010 | 8,291,909 | 10/23/2012 | Foundation Consumer Healthcare, LLC |
| 18 | Methods Of Treating A Sleeping Subject | 12/885,359 | 9/17/2010 | 8,302,606 | 11/6/2012 | Foundation Consumer Healthcare, LLC |
| 19 | Methods Of Treating Respiratory Disorders | 11/298,362 | 12/8/2005 | 7,735,491 | 6/15/2010 | Foundation Consumer Healthcare, LLC |
| 20 | Nasal Devices | 11/811,339 | 6/7/2007 | 7,506,649 | 3/24/2009 | Foundation Consumer Healthcare, LLC |
| 21 | Nasal Devices | 12/369,681 | 2/11/2009 | 7,987,852 | 8/2/2011 | Foundation Consumer Healthcare, LLC |
| 22 | Nasal Devices For Use While Sleeping | 12/884,146 | 9/16/2010 | 8,235,046 | 8/7/2012 | Foundation Consumer Healthcare, LLC |
| 23 | Nasal Devices With Respiratory Gas Source | 12/884,151 | 9/16/2010 | 8,365,736 | 2/5/2013 | Foundation Consumer Healthcare, LLC |
| 25 | Nasal Respiratory Devices | 11/805,496 | 5/22/2007 | 7,856,979 | 12/28/2010 | Foundation Consumer Healthcare, LLC |

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|----|---|------------|------------|-----------|------------|-------------------------------------|
| 26 | Nasal Respiratory Devices | 11/298,640 | 12/8/2005 | 7,735,492 | 6/15/2010 | Foundation Consumer Healthcare, LLC |
| 27 | Nasal Respiratory Devices | 14/997,870 | 1/18/2016 | N/A | N/A | Foundation Consumer Healthcare, LLC |
| 28 | Nasal Respiratory Devices For Positive End-Expiratory Pressure | 12/877,836 | 9/8/2010 | 9,238,113 | 1/19/2016 | Foundation Consumer Healthcare, LLC |
| 29 | Nasal Respiratory Devices For Positive End-Expiratory Pressure | 11/811,401 | 6/7/2007 | 7,806,120 | 10/5/2010 | Foundation Consumer Healthcare, LLC |
| 30 | Packaging And Dispensing Nasal Devices | 12/329,271 | 12/5/2008 | 8,020,700 | 9/20/2011 | Foundation Consumer Healthcare, LLC |
| 31 | Packaging And Dispensing Nasal Devices | 13/212,948 | 8/18/2011 | 8,281,557 | 10/9/2012 | Foundation Consumer Healthcare, LLC |
| 32 | Passive Nasal Peep Devices | 14/071,582 | 11/4/2013 | N/A | N/A | Foundation Consumer Healthcare, LLC |
| 33 | Respiratory Devices | 11/298,339 | 12/8/2005 | 7,798,148 | 9/21/2010 | Foundation Consumer Healthcare, LLC |
| 34 | Respiratory Devices | 12/711,782 | 2/24/2010 | 7,992,564 | 8/9/2011 | Foundation Consumer Healthcare, LLC |
| 35 | Sealing Nasal Devices For Use While Sleeping | 12/884,140 | 9/16/2010 | 8,215,308 | 7/10/2012 | Foundation Consumer Healthcare, LLC |
| 36 | IMPROVED EXTERNAL NASAL DILATOR | 12/771431 | 4/30/2010 | N/A | N/A | Foundation Consumer Brands, LLC |
| 37 | NASAL DILATOR | 29/352627 | 12/23/2009 | D639762 | 6/14/2011 | Foundation Consumer Brands, LLC |
| 38 | NASAL DILATOR | 29/391702 | 5/12/2011 | D651710 | 1/3/2012 | Foundation Consumer Brands, LLC |
| 39 | EXTERNAL NASAL DILATOR AND METHODS OF MANUFACTURE | 12/941222 | 11/8/2010 | 8834511 | 9/16/2014 | Foundation Consumer Brands, LLC |
| 40 | EXTERNAL NASAL DILATOR AND METHODS | 14/490764 | 9/19/2014 | 9901479 | 2/27/2018 | Foundation Consumer Brands, LLC |
| 41 | TISSUE DILATOR DEVICES, METHODS OF FABRICATION OF TISSUE DILATORS, AND METHODS OF USE FOR TISSUE DILATORS | 09/896213 | 6/29/2001 | 6631714 | 10/14/2003 | Foundation Consumer Brands, LLC |
| 42 | DISPENSERS FOR TISSUE DILATOR DEVICES | 10/881232 | 6/30/2004 | 7568580 | 8/4/2009 | Foundation Consumer Brands, LLC |