

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7931989

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST IN CERTAIN PATENTS PREVIOUSLY RECORDED AT REEL/FRA (049109/0656)
CONVEYING PARTY DATA	
Name	Execution Date
WILMINGTON TRUST, NATIONAL ASSOCIATION, AS COLLATERAL AGENT	05/01/2023
RECEIVING PARTY DATA	
Name:	VYAIRE MEDICAL 211, INC. (AS SUCCESSOR IN INTEREST TO CAREFUSION 207, INC.)
Street Address:	26125 N. RIVERWOODS BLVD.
City:	METTAWA
State/Country:	ILLINOIS
Postal Code:	60045
PROPERTY NUMBERS Total: 29	
Property Type	Number
Patent Number:	9867959
Patent Number:	9642979
Patent Number:	9339626
Patent Number:	9272113
Patent Number:	9289572
Patent Number:	9242059
Patent Number:	9242064
Patent Number:	9205220
Patent Number:	9212673
Patent Number:	9067036
Patent Number:	9022029
Patent Number:	9044562
Patent Number:	9022023
Patent Number:	8944060
Patent Number:	8925548
Patent Number:	8944059
Patent Number:	8887727
Patent Number:	8881730
Patent Number:	8915250

Property Type	Number
Patent Number:	8910635
Patent Number:	8905028
Patent Number:	8857434
Patent Number:	8783252
Patent Number:	8733348
Patent Number:	8695602
Patent Number:	8231606
Patent Number:	10086153
Patent Number:	10168046
Application Number:	13105782

CORRESPONDENCE DATA

Fax Number: (212)455-2502

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: 2124552592

Email: jnull@stblaw.com

Correspondent Name: COURTNEY WELSHIMER

Address Line 1: 425 LEXINGTON AVENUE

Address Line 4: NEW YORK, NEW YORK 10017

ATTORNEY DOCKET NUMBER: 002858/0010

NAME OF SUBMITTER: J. JASON MULL

SIGNATURE: /J. Jason Mull/

DATE SIGNED: 05/02/2023

Total Attachments: 7

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PARTIAL TERMINATION AND RELEASE OF SECURITY INTEREST IN PATENT RIGHTS

This PARTIAL TERMINATION AND RELEASE OF SECURITY INTEREST IN PATENT RIGHTS ("Termination and Release") dated as of May 1, 2023, is made by Wilmington Trust, National Association, as Collateral Agent for the Secured Parties (in such capacity and together with successors in such capacity, the "Collateral Agent"), in favor of Vyair Medical 211, Inc. (as successor in interest to CareFusion 207, Inc.), a Delaware corporation (the "Grantor").

WITNESSETH:

WHEREAS, pursuant to (a) the Note Purchase Agreement, dated May 3, 2019, among Vyair Company, Vyair Medical, Inc., Vyair Finance B.V., the Collateral Agent and each purchaser from time to time party thereto (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Note Purchase Agreement"), (b) the Security Agreement, dated as of May 3, 2019, among the Grantor, the other grantors from time to time party thereto and the Collateral Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), and (c) the Patent Security Agreement, dated as of May 3, 2019, by and between Grantor and the Collateral Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Patent Security Agreement"), the Grantor granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest (the "Security Interest") in, among other things, all of Grantor's right, title and interest in and to the United States Patents set forth in Schedule A attached to the Patent Security Agreement (the "Patent Collateral");

WHEREAS, the Patent Security Agreement was recorded in the United States Patent and Trademark Office on May 7, 2019 at Reel 049109 and Frame 0656;

WHEREAS, the Patent Collateral included, among other things, the Patents of Grantor listed on Schedule I attached hereto (the "Released Patent Collateral");

WHEREAS, the Grantor has requested and the Collateral Agent has agreed to execute and deliver this Termination and Release to evidence the termination and release of the entirety of the Collateral Agent's Security Interest in the Released Patent Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Collateral Agent hereby states as follows:

1. Definitions. Capitalized terms used in this Termination and Release and not otherwise defined herein have the meanings specified in the Patent Security Agreement, the Security Agreement or the Note Purchase Agreement, as applicable.

2. Release of Security Interest in Released Patent Collateral. The Collateral Agent, without recourse, representation or warranty, does hereby evidence and confirm the termination,

relinquishment, release, discharge and cancellation of any and all of its Security Interest in the Released Patent Collateral and any right, title or interest of the Collateral Agent in the Released Patent Collateral shall hereby cease and become void. If and to the extent that the Collateral Agent has acquired any right, title or interest in and to the Released Patent Collateral, the Collateral Agent hereby re-transfers, re-conveys, and re-assigns such right, title or interest to the Grantor.

3. Partial Release. This Termination and Release is applicable only and solely with respect to the Released Patent Collateral and to no other Patent Collateral arising under the Patent Security Agreement. Except as expressly modified hereby, the Patent Security Agreement, Security Agreement and the Note Purchase Agreement shall remain in full force and effect, each in accordance with the provisions thereof on the date thereof.

4. Further Assurances. Upon the request of Grantor, the Collateral Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest in the Released Patent Collateral contemplated hereby. The Collateral Agent hereby authorizes and requests that the Commissioner for Patents of the United States Patent and Trademark Office record this Termination and Release.

5. Governing Law. This Termination and Release shall be governed by, and construed in accordance with, the laws of the State of New York.

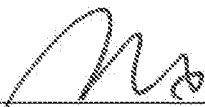
6. Execution in Counterparts. This Termination and Release may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

* * *

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IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized representatives as of the date first above written.

Wilmington Trust, National Association, as
Collateral Agent

By: 

Name: Teisha Wright

Title: Vice President

SCHEDULE I

United States Patents and Patent Applications

Patent Title	Registered Owner	Application Number	Patent Number
HUMIDIFYING RESPIRATORY GASES	Vyaire Medical 211, Inc. (as successor in interest to CareFusion 207, Inc.)	14/286,849	9,867,959
FLUTED HEATER WIRE	Vyaire Medical 211, Inc. (as successor in interest to CareFusion 207, Inc.)	14/932,858	9,642,979
SEAL FOR VARIABLE COMPRESSION INTERFACES	Vyaire Medical 211, Inc. (as successor in interest to CareFusion 207, Inc.)	12/725,278	9,339,626
TRANSPORTING LIQUID IN A RESPIRATORY COMPONENT	Vyaire Medical 211, Inc. (as successor in interest to CareFusion 207, Inc.)	13/436,775	9,272,113
HUMIDIFYING GAS FOR RESPIRATORY THERAPY	Vyaire Medical 211, Inc. (as successor in interest to CareFusion 207, Inc.)	13/251,081	9,289,572
VALVE ASSEMBLY FOR RESPIRATORY SYSTEMS	Vyaire Medical 211, Inc. (as successor in interest to CareFusion 207, Inc.)	14/581,897	9,242,059
CAPILLARY HEATER WIRE	Vyaire Medical 211, Inc. (as successor in interest to CareFusion 207, Inc.)	13/539,234	9,242,064
FLUTED HEATER WIRE	Vyaire Medical 211, Inc. (as successor in interest to CareFusion 207, Inc.)	13/250,894	9,205,220
MAINTAINING A WATER LEVEL IN A HUMIDIFICATION COMPONENT	Vyaire Medical 211, Inc. (as successor in	13/250,991	9,212,673

Patent Title	Registered Owner	Application Number	Patent Number
	interest to CareFusion 207, Inc.)		
REMOVING CONDENSATION FROM A BREATHING CIRCUIT	Vyaire Medical 211, Inc. (as successor in interest to CareFusion 207, Inc.)	13/251,110	9,067,036
CARBON-DIOXIDE SAMPLING SYSTEM FOR ACCURATELY MONITORING CARBON DIOXIDE IN EXHALED BREATH	Vyaire Medical 211, Inc. (as successor in interest to CareFusion 207, Inc.)	13/105,840	9,022,029
QUICK DONNING HEADGEAR	Vyaire Medical 211, Inc. (as successor in interest to CareFusion 207, Inc.).	13/105,821	9,044,562
BREATH ACTUATED NEBULIZER HAVING A PRESSURIZED GAS DIVERTER WITH A DIVERTER ORIFICE	Vyaire Medical 211, Inc. (as successor in interest to CareFusion 207, Inc.)	13/539,204	9,022,023
SMART CONNECTIONS	Vyaire Medical 211, Inc. (as successor in interest to CareFusion 207, Inc.)	13/105,829	8,944,060
NON-INVASIVE VENTILATION FACIAL SKIN PROTECTION	Vyaire Medical 211, Inc. (as successor in interest to CareFusion 207, Inc.)	13/105,861	8,925,548
NON-INVASIVE VENTILATION EXHAUST GAS VENTING	Vyaire Medical 211, Inc. (as successor in interest to CareFusion 207, Inc.)	13/105,851	8,944,059
NASAL PASSAGE OPENER OF A VENTILATION MASK	Vyaire Medical 211, Inc. (as successor in interest to CareFusion 207, Inc.)	13/105,773	8,887,727
ADJUSTING A VENTILATION MASK	Vyaire Medical 211, Inc. (as successor in interest to CareFusion 207, Inc.)	13/105,738	8,881,730

Patent Title	Registered Owner	Application Number	Patent Number
TUBE PLACEMENT IN NON-INVASIVE VENTILATION	Vyaire Medical 211, Inc. (as successor in interest to CareFusion 207, Inc.)	13/105,848	8,915,250
LATERAL GAS LINE CONFIGURATION	Vyaire Medical 211, Inc. (as successor in interest to CareFusion 207, Inc.)	13/105,807	8,910,635
NON-INVASIVE VENTILATION FACIAL SKIN PROTECTION	Vyaire Medical 211, Inc. (as successor in interest to CareFusion 207, Inc.)	13/105,871	8,905,028
RETAINER CLIP FOR SECURING BREATHING DEVICES	Vyaire Medical 211, Inc. (as successor in interest to CareFusion 207, Inc.)	11/807,468	8,857,434
INTERCHANGEABLE INSERTS	Vyaire Medical 211, Inc. (as successor in interest to CareFusion 207, Inc.)	13/105,793	8,783,252
HUMIDIFYING RESPIRATORY GASES	Vyaire Medical 211, Inc. (as successor in interest to CareFusion 207, Inc.)	13/250,946	8,733,348
CORRUGATED FLEXIBLE SEAL OF A VENTILATION MASK	Vyaire Medical 211, Inc. (as successor in interest to CareFusion 207, Inc.)	13/105,757	8,695,602
METHOD AND DEVICE FOR REMOVING FLUID MATERIAL FROM THE AIRWAY ABOVE AN ENDOTRACHEAL TUBE CUFF	Vyaire Medical 211, Inc. (as successor in interest to CareFusion 207, Inc.)	12/048,575	8,231,606
BREATH ACTUATED NEBULIZER HAVING A PRESSURIZED GAS DIVERTER WITH A DIVERTER ORIFICE	Vyaire Medical 211, Inc. (as successor in interest to CareFusion 207, Inc.)	14/702,604	10,086,153
NON-METALLIC HUMIDIFICATION COMPONENT	Vyaire Medical 211, Inc. (as successor in	13/251,030	10,168,046

Patent Title	Registered Owner	Application Number	Patent Number
	interest to CareFusion 207, Inc.)		
CARBON-DIOXIDE SAMPLING DEVICE FOR NONINVASIVELY MEASURING CARBON DIOXIDE IN EXHALED BREATH	Vyair Medical 211, Inc. (as successor in interest to CareFusion 207, Inc.)	13/105,782	