

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7932111

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST IN CERTAIN PATENTS PREVIOUSLY RECORDED AT REEL/FRAE (049130/0206)
CONVEYING PARTY DATA	
Name	Execution Date
WILMINGTON TRUST, NATIONAL ASSOCIATION, AS COLLATERAL AGENT	05/01/2023
RECEIVING PARTY DATA	
Name:	VYAIR MEDICAL CAPITAL LLC
Street Address:	26125 N. RIVERWOODS BLVD.
City:	METTAWA
State/Country:	ILLINOIS
Postal Code:	60045
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	D822824
CORRESPONDENCE DATA	
Fax Number:	(212)455-2502
<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:	2124552592
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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: 4	
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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 Vyaire Medical Capital LLC, a Delaware limited liability company (the "Grantor").

WITNESSETH:

WHEREAS, pursuant to (a) the Note Purchase Agreement, dated May 3, 2019, among Vyaire Company, Vyaire Medical, Inc., Vyaire 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 9, 2019 at Reel 049130 and Frame 0206;

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.

* * *

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

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

[Signature Page to Patent Release – NPA (Vyair Medical Capital LLC)]

PATENT
REEL: 063516 FRAME: 0312

SCHEDULE I

United States Patents and Patent Applications

Patent Title	Registered Owner	Application Number	Patent Number
SENSOR PORT	Vyaire Medical Capital LLC	29/582,280	D822,824