

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
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EPAS ID: PAT7934496

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	PARTIAL TERMINATION AND RELEASE OF SECURITY INTEREST RECORDED AT 0459686/0050, 4/18/2018.
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
BANK OF AMERICA, N.A.	05/01/2023
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	VITAL SIGNS, INC.
<b>Street Address:</b>	26125 N. RIVERWOODS BLVD.
<b>City:</b>	METTAWA
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60045
<b>PROPERTY NUMBERS Total: 12</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	10876824
Application Number:	11139892
Application Number:	11140087
Application Number:	11385085
Application Number:	11385174
Application Number:	12573190
Application Number:	12983420
Application Number:	13438294
Application Number:	14188473
Application Number:	14257979
Application Number:	14723415
Application Number:	15167914
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(202)408-3141
<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>	
<b>Phone:</b>	202-408-3121 X62348
<b>Email:</b>	jean.paterson@cscglobal.com
<b>Correspondent Name:</b>	CSC
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<b>Address Line 4:</b> WASHINGTON, D.C. 20005	
<b>NAME OF SUBMITTER:</b>	JEAN PATERSON
<b>SIGNATURE:</b>	/jep/
<b>DATE SIGNED:</b>	05/03/2023
<b>Total Attachments: 4</b> source=5-3-2023 VITAL_SIGNS_INC_PT 5#page1.tif source=5-3-2023 VITAL_SIGNS_INC_PT 5#page2.tif source=5-3-2023 VITAL_SIGNS_INC_PT 5#page3.tif source=5-3-2023 VITAL_SIGNS_INC_PT 5#page4.tif	

**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 Bank of America, N.A., as Collateral Agent for the Secured Parties (in such capacity and together with successors in such capacity, the "Collateral Agent"), in favor of Vital Signs, Inc., a New Jersey corporation (the "Grantor").

**WITNESSETH:**

WHEREAS, pursuant to (a) the First Lien Credit Agreement, dated April 16, 2018, among Vyaire Company, Vyaire Medical, Inc., Vyaire Finance B.V., Bank of America, N.A., as Administrative Agent, Collateral Agent, L/C Issuer and Swing Line Lender, and each lender from time to time party thereto (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), (b) the Security Agreement, dated as of April 16, 2018, 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 First Lien Patent Security Agreement, dated as of April 16, 2018, 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 April 18, 2018 at Reel 045968 and Frame 0050;

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 Credit 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 Credit 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.

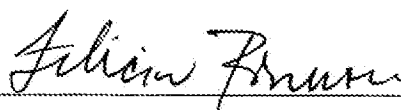
6. Execution in Counterparts. This Termination and Release may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

\* \* \*

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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.

Bank of America, N.A., as Collateral Agent

By: 

Name:

Title:

Felicia Brinson  
Assistant Vice President

## SCHEDULE I

### United States Patents and Patent Applications

Patent Title	Registered Owner	Application Number	Patent Number
MEDICAL FLUID WARMING SYSTEM	Vital Signs, Inc.	10/876,824	7,158,719
GAS DETECTION IN AN INTRAVENOUS FLUID DELIVERY SYSTEM	Vital Signs, Inc.	11/139,892	7,377,148
GAS REMOVAL IN AN INTRAVENOUS FLUID DELIVERY SYSTEM	Vital Signs, Inc.	11/140,087	7,547,295
INTRAVENOUS FLUID WARMING SYSTEM	Vital Signs, Inc.	11/385,085	7,865,072
DEVICES, SYSTEMS, AND METHODS FOR WARMING FLUIDS IN MULTIPLE INTRAVENOUS FLUID CONTAINERS	Vital Signs, Inc.	11/385,174	8,313,460
LARYNGOSCOPE BLADE	Vital Signs, Inc.	12/573,190	8,702,598
INTRAVENOUS FLUID WARMING SYSTEM	Vital Signs, Inc.	12/983,420	8,150,244
INTRAVENOUS FLUID WARMING SYSTEM	Vital Signs, Inc.	13/438,294	8,660,415
INTRAVENOUS FLUID WARMING SYSTEM	Vital Signs, Inc.	14/188,473	
LARYNGOSCOPE BLADE	Vital Signs, Inc.	14/257,979	9,510,745
APPARATUS AND METHODS FOR INTRAVENOUS GAS ELIMINATION	Vital Signs, Inc.	14/723,415	10,022,507
APPARATUS AND METHODS FOR INTRAVENOUS GAS ELIMINATION	Vital Signs, Inc.	15/167,914	10,179,213