

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT7934568

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	PARTIAL TERMINATION AND RELEASE OF SECURITY INTEREST RECORDED AT 045968/0940, 4/18/2018.

## CONVEYING PARTY DATA

Name	Execution Date
BANK OF AMERICA, N.A.	05/01/2023

## RECEIVING PARTY DATA

<b>Name:</b>	VYAIR MEDICAL CONSUMABLES LLC
<b>Street Address:</b>	26125 N. RIVERWOODS BLVD.
<b>City:</b>	METTAWA
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60045

## PROPERTY NUMBERS Total: 42

Property Type	Number
Patent Number:	6878335
Patent Number:	7267120
Patent Number:	7014449
Patent Number:	6976488
Patent Number:	7148806
Patent Number:	7721734
Patent Number:	7771350
Patent Number:	7837652
Patent Number:	7779841
Patent Number:	8025054
Patent Number:	7841335
Patent Number:	7841336
Patent Number:	8033280
Patent Number:	8186347
Patent Number:	8365727
Patent Number:	8347909
Patent Number:	8222768
Patent Number:	8414481
Patent Number:	9314582
Patent Number:	8534284

PATENT

Property Type	Number
Patent Number:	9283344
Patent Number:	9182064
Patent Number:	9238118
Patent Number:	9919122
Patent Number:	9539407
Patent Number:	9248252
Patent Number:	9439560
Patent Number:	9433527
Application Number:	13801334
Patent Number:	9439803
Patent Number:	9446211
Patent Number:	9233198
Patent Number:	9283345
Patent Number:	10195381
Patent Number:	10369313
Patent Number:	11291780
Patent Number:	10130786
Patent Number:	10646683
Patent Number:	9555208
Patent Number:	10463821
Patent Number:	D809126
Patent Number:	D796668

**CORRESPONDENCE DATA**

Fax Number: (202)408-3141

*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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Address Line 4: WASHINGTON, D.C. 20005

NAME OF SUBMITTER:	JEAN PATERSON
SIGNATURE:	/jep/
DATE SIGNED:	05/03/2023

**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 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 Vyaire Medical Consumables LLC, a Delaware limited liability 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 0940;

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.

\* \* \*

[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.

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

By: *Felicia Brinson*  
Name: Felicia Brinson  
Title: Assistant Vice President

## SCHEDULE I

### United States Patents and Patent Applications

<b>Patent Title</b>	<b>Registered Owner</b>	<b>Application Number</b>	<b>Patent Number</b>
PROCESS OF MANUFACTURING A BREATHING BAG AND BREATHING BAG MANUFACTURED BY SUCH PROCESS	Vyaire Medical Consumables LLC	10/176,906	6,878,335
SMALL VOLUME NEBULIZER	Vyaire Medical Consumables LLC	10/223,394	7,267,120
PROCESS AND APPARATUS FOR FORMING DUAL HOSE CUFFS, HOSE, E.G. CORRUGATED HOSE, PROVIDED WITH CUFFS, HOSE CUFFS AND HOSE, E.G. CORRUGATED HOSE, PROVIDED WITH CUFFS FORMED BY SUCH PROCESS	Vyaire Medical Consumables LLC	10/278,198	7,014,449
MEDICATION BYPASS HEAT AND MOISTURE EXCHANGE UNIT	Vyaire Medical Consumables LLC	10/282,418	6,976,488
ARRANGEMENT IN CONNECTION WITH A PATIENT CIRCUIT AND AN ABSORBER MEANS	Vyaire Medical Consumables LLC	10/809,041	7,148,806
INHALATION APPARATUS	Vyaire Medical Consumables LLC	10/846,415	7,721,734
LARYNGOSCOPE AND LARYNGOSCOPE HANDLE APPARATUS INCLUDING AN LED AND WHICH MAY INCLUDE AN ERGONOMIC HANDLE	Vyaire Medical Consumables LLC	11/255,323	7,771,350
PRESSURE INFUSION DEVICE AND PROCESS FOR MAKING A PRESSURE INFUSION DEVICE	Vyaire Medical Consumables LLC	11/451,192	7,837,652
RESPIRATORY THERAPY DEVICE AND METHOD	Vyaire Medical Consumables LLC	11/559,288	7,779,841
PASSIVE RESPIRATORY THERAPY DEVICE	Vyaire Medical Consumables LLC	11/670,867	8,025,054

<b>Patent Title</b>	<b>Registered Owner</b>	<b>Application Number</b>	<b>Patent Number</b>
NEBULIZER WITH FLOW-BASED FLUIDIC CONTROL AND RELATED METHODS	Vyaire Medical Consumables LLC	11/729,608	7,841,335
NEBULIZER WITH PRESSURE-BASED FLUIDIC CONTROL AND RELATED METHODS	Vyaire Medical Consumables LLC	11/729,720	7,841,336
INHALATION ANAESTHESIA DELIVERY SYSTEM AND A METHOD FOR LEAK DETECTION IN THE INHALATION ANAESTHESIA DELIVERY SYSTEM	Vyaire Medical Consumables LLC	12/034,198	8,033,280
PATIENT BREATHING SYSTEM	Vyaire Medical Consumables LLC	12/143,096	8,186,347
RESPIRATORY THERAPY SYSTEM WITH ELECTROMECHANICAL DRIVER	Vyaire Medical Consumables LLC	12/274,066	8,365,727
FLOAT VALVE SYSTEM FOR A RESPIRATORY HUMIDIFICATION SYSTEM	Vyaire Medical Consumables LLC	12/616,414	8,347,909
METHODS AND APPARATUS FOR POWERING ELECTRIC DEVICES COUPLED TO A PATIENT TO REDUCE TRANSIENTS IN PATIENT MONITORING DEVICES	Vyaire Medical Consumables LLC	12/684,487	8,222,768
LARYNGOSCOPE	Vyaire Medical Consumables LLC	12/822,841	8,414,481
HUMIDIFICATION SYSTEM	Vyaire Medical Consumables LLC	12/952,658	9,314,582
RESPIRATORY THERAPY DEVICE	Vyaire Medical Consumables LLC	13/246,320	8,534,284
APPARATUS, SYSTEM, AND METHOD OF FLUID DELIVERY CONNECTION	Vyaire Medical Consumables LLC	13/342,558	9,283,344
CONNECTOR STRUCTURE AND A CONNECTOR STRUCTURE OF A SAMPLING TUBE OF A PATIENT RESPIRATORY TUBING	Vyaire Medical Consumables LLC	13/346,764	9,182,064



<b>Patent Title</b>	<b>Registered Owner</b>	<b>Application Number</b>	<b>Patent Number</b>
MULTIPLE LUMEN HOSE	Vyaire Medical Consumables LLC	13/596,453	9,238,118
FLUID TRAP APPARATUS	Vyaire Medical Consumables LLC	13/692,245	9,919,122
ADJUSTABLE NEBULIZER DISPENSER	Vyaire Medical Consumables LLC	13/720,877	9,539,407
NEBULIZER MOUTHPIECE FOR REDUCING DRUG LOSS	Vyaire Medical Consumables LLC	13/720,894	9,248,252
LARYNGOSCOPE	Vyaire Medical Consumables LLC	13/793,610	9,439,560
COMPRESSIVE PATIENT WARMING DEVICE	Vyaire Medical Consumables LLC	13/801,270	9,433,527
PATIENT WARMING AND DVT PREVENTION SYSTEM	Vyaire Medical Consumables LLC	13/801,334	
PATIENT WARMING DEVICE WITH PATIENT ACCESS	Vyaire Medical Consumables LLC	13/801,512	9,439,803
RESUSCITATION DEVICE WITH ONBOARD PROCESSOR	Vyaire Medical Consumables LLC	13/829,281	9,446,211
FLUID TRAP AND METHOD OF SEPARATING FLUIDS	Vyaire Medical Consumables LLC	14/105,993	9,233,198
APPARATUS FOR FLUID TUBE	Vyaire Medical Consumables LLC	14/481,828	9,283,345
PATIENT INTERFACE ASSEMBLY FOR RESPIRATORY THERAPY	Vyaire Medical Consumables LLC	14/575,360	10,195,381
AIRWAY ADAPTERS AND SUCTION CATHETER SYSTEMS	Vyaire Medical Consumables LLC	14/821,438	10,369,313
BREATH-ACTUATED NEBULIZER FOR MEDICINE INHALATION	Vyaire Medical Consumables LLC	14/957,449	11,291,780
NEBULIZER MOUTHPIECE FOR REDUCING DRUG LOSS	Vyaire Medical Consumables LLC	15/003,609	10,130,786
HUMIDIFICATION SYSTEM	Vyaire Medical Consumables LLC	15/018,163	10,646,683
APPARATUS FOR FLUID TUBE	Vyaire Medical Consumables LLC	15/045,173	9,555,208

<b>Patent Title</b>	<b>Registered Owner</b>	<b>Application Number</b>	<b>Patent Number</b>
SUCTION CATHETER ADAPTOR	Vyaire Medical Consumables LLC	15/354,860	10,463,821
AIRWAY ADAPTER	Vyaire Medical Consumables LLC	29/535,621	D809,126
SUCTION CONTROL VALVE	Vyaire Medical Consumables LLC	29/535,625	D796,668