

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT8159589

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
VYAIRE MEDICAL, INC.	06/06/2022
CIEL MEDICAL, INC.	06/06/2022
REVOLUTIONARY MEDICAL DEVICES, INC.	06/06/2022
VITAL SIGNS, INC.	06/06/2022
VYAIRE MEDICAL 207, INC. (F/K/A CAREFUSION 207, INC.)	06/06/2022
VYAIRE MEDICAL CAPITAL LLC	06/06/2022
VYAIRE MEDICAL CONSUMABLES LLC	06/06/2022
RECEIVING PARTY DATA	
Name:	WILMINGTON TRUST, NATIONAL ASSOCIATION, AS COLLATERAL AGENT
Street Address:	50 SOUTH SIXTH STREET
Internal Address:	SUITE 1290
City:	MINNEAPOLIS
State/Country:	MINNESOTA
Postal Code:	55402
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	17878809
CORRESPONDENCE DATA	
Fax Number:	(714)830-0700
<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:	17148300600
Email:	ann.alcancia@morganlewis.com, VyairePros@morganlewis.com
Correspondent Name:	MORGAN, LEWIS & BOCKIUS, LLP
Address Line 1:	600 ANTON BLVD. SUITE 1800
Address Line 4:	COSTA MESA, CALIFORNIA 92626
ATTORNEY DOCKET NUMBER:	122294-1152
NAME OF SUBMITTER:	KENNETH C. CHENEY REG. #61,841
SIGNATURE:	/Kenneth C. Cheney/

DATE SIGNED:	09/11/2023
Total Attachments: 5 source=P-14440.US.CIP1.CON3_122294-1152_Assignment 6 (Wilmington Trust)#page4.tif source=P-14440.US.CIP1.CON3_122294-1152_Assignment 6 (Wilmington Trust)#page5.tif source=P-14440.US.CIP1.CON3_122294-1152_Assignment 6 (Wilmington Trust)#page6.tif source=P-14440.US.CIP1.CON3_122294-1152_Assignment 6 (Wilmington Trust)#page7.tif source=P-14440.US.CIP1.CON3_122294-1152_Assignment 6 (Wilmington Trust)#page8.tif	

PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Short Form IP Security Agreement”) dated June 6, 2022, is made by Vyaire Medical, Inc., a Delaware corporation, Ciel Medical, Inc., a Delaware corporation, Revolutionary Medical Devices, Inc., an Arizona corporation, Vital Signs, Inc., a New Jersey corporation, Vyaire Medical 207, Inc. (f/k/a CareFusion 207, Inc.), a Delaware corporation, Vyaire Medical Capital LLC, a Delaware limited liability company, and Vyaire Medical Consumables LLC, a Delaware limited liability company (each, a “Grantor” and, collectively, the “Grantors”), in favor of Wilmington Trust, National Association, as Collateral Agent (the “Collateral Agent”) for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Note Purchase Agreement and the Security Agreement referred to therein.

WHEREAS, Vyaire Company, Vyaire Medical, Inc. (the “U.S. Issuer”), Vyaire Finance B.V. (the “Dutch Issuer”, collectively with the U.S. Issuer, the “Issuers”), Wilmington Trust, National Association, as Notes Agent and Collateral Agent (the “Notes Agent”), and each purchaser from time to time party thereto (collectively, the “Purchasers” and, individually, a “Purchaser”) have entered into the Note Purchase Agreement dated May 3, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Note Purchase Agreement”), pursuant to which the Purchasers have agreed to purchase the Notes.

WHEREAS, in connection with the Note Purchase Agreement, each Grantor has entered into the Security Agreement dated May 3, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in order to induce the Purchasers to purchase Notes.

WHEREAS, under the terms of the Security Agreement, each Grantor has granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of such Grantor, and has agreed as a condition thereof to execute this Short Form IP Security Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in all of such Grantor’s right, title and interest in and to the United States “Patents” (meaning all right, title, and interest in and to: (i) any and all patents and patent applications; (ii) all inventions, designs and improvements described or claimed therein; and (iii) all reissues, reexaminations, divisionals, continuations, renewals, extensions, and continuations-in-part thereof) set forth in Schedule A hereto, together with all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past and future infringements, dilutions, misappropriations, violations or breaches thereof, and all rights to sue for past, present, and future infringements, dilutions, misappropriations, violations or breaches thereof; provided that, notwithstanding anything to the contrary in this Short Form IP Security Agreement, this Short Form IP Security Agreement shall not constitute a grant of a security interest in any Excluded Assets (as defined in the Note Purchase Agreement) for so long as such property constitutes Excluded Assets (collectively, the “Collateral”).

SECTION 2. Recordation. This Short Form IP Security Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent

and Trademark Office. The Grantors authorize and request that the Commissioner for Patents record this Short Form IP Security Agreement.

SECTION 3. Execution in Counterparts. This Short Form IP Security Agreement 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.

SECTION 4. Grants, Rights and Remedies. This Short Form IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Short Form IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.


SECTION 5. Governing Law. This Short Form IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 6. Severability. In case any one or more of the provisions contained in this Short Form IP Security Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.


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WITNESS WHEREOF, each Grantor has caused this Short Form IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.


VYAIRE MEDICAL, INC.,
as a Grantor

By: 
Name: John T. Bibb
Title: Executive Vice President,
Chief Legal Officer and Secretary


CIEL MEDICAL, INC.,
as a Grantor

By: 
Name: John T. Bibb
Title: President and Secretary


**REVOLUTIONARY MEDICAL
DEVICES, INC.,**
as a Grantor

By: 
Name: John T. Bibb
Title: President and Secretary

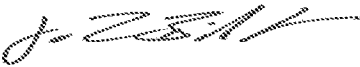
VITAL SIGNS, INC.,
as a Grantor

By: 
Name: John T. Bibb
Title: President and Secretary

VYAIRE MEDICAL 207, INC.,
as a Grantor

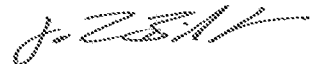
By: 
Name: John T. Bibb
Title: President and Secretary

VYAIRE MEDICAL CAPITAL LLC,
as a Grantor

By: 

Name: John T. Bibb
Title: President and Secretary

**VYAIRE MEDICAL
CONSUMABLES LLC,**
as a Grantor

By: 

Name: John T. Bibb
Title: President and Secretary

**WILMINGTON TRUST,
NATIONAL ASSOCIATION,**
as Collateral Agent

By: 
Name: Teisha Wright
Title: Vice President

[Signature Page to Patent Security Agreement]

RECORDED: 09/11/2023

**PATENT
REEL: 064859 FRAME: 0242**