

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT8159573

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	FIRST LIEN SECURITY AGREEMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	VYAIR MEDICAL, INC.	06/06/2022
	CIEL MEDICAL, INC.	06/06/2022
	REVOLUTIONARY MEDICAL DEVICES, INC.	06/06/2022
	VITAL SIGNS, INC.	06/06/2022
	VYAIR MEDICAL 207, INC. (F/K/A CAREFUSION 207, INC.)	06/06/2022
	VYAIR MEDICAL CAPITAL LLC	06/06/2022
	VYAIR MEDICAL CONSUMABLES LLC	06/06/2022
RECEIVING PARTY DATA		
Name:	BANK OF AMERICA, N.A., AS COLLATERAL AGENT	
Street Address:	ONE INDEPENDENCE CENTER, 101 N TRYON ST.	
Internal Address:	MC: NC1-001-05-45	
City:	CHARLOTTE	
State/Country:	NORTH CAROLINA	
Postal Code:	28255	
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, VyairPros@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 7 (Bank of America N.A.)#page4.tif source=P-14440.US.CIP1.CON3_122294-1152_Assignment 7 (Bank of America N.A.)#page5.tif source=P-14440.US.CIP1.CON3_122294-1152_Assignment 7 (Bank of America N.A.)#page6.tif source=P-14440.US.CIP1.CON3_122294-1152_Assignment 7 (Bank of America N.A.)#page7.tif source=P-14440.US.CIP1.CON3_122294-1152_Assignment 7 (Bank of America N.A.)#page8.tif	

FIRST LIEN PATENT SECURITY AGREEMENT

This FIRST LIEN 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 Bank of America, N.A., 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 Credit Agreement and the Security Agreement referred to therein.

WHEREAS, Vyaire Company, Vyaire Medical, Inc. (the “U.S. Borrower”), Vyaire Finance B.V. (the “Dutch Borrower”, collectively with the U.S. Borrower, the “Borrowers”), Bank of America, N.A. as Administrative Agent, Collateral Agent, L/C Issuer and Swing Line Lender (the “Administrative Agent”) and each lender from time to time party thereto (collectively, the “Lenders” and, individually, a “Lender”) have entered into the first lien Credit Agreement dated April 16, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), pursuant to which the Lenders have agreed to extend credit to the Borrowers, the Hedge Banks have agreed to enter into the Secured Hedge Agreements and the Cash Management Banks have agreed to enter into the Cash Management Agreements, in each subject to the terms and conditions set forth in the Credit Agreement.

WHEREAS, in connection with the Credit Agreement, each Grantor has entered into the Security Agreement dated April 16, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in order to induce the Lenders to extend credit, of the Hedge Banks to enter into the Secured Hedge Agreements and of the Cash Management Banks to enter into the Cash Management Agreements.

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 U.S. 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 following (the “**Collateral**”) United States Patents (as defined in the Security Agreement) set forth in Schedule A hereto.

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.

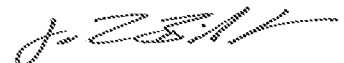
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IN WITNESS WHEREOF, each Grantor has caused this Short Form IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

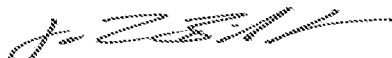
VYAIRE MEDICAL, INC.,
as a Grantor

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

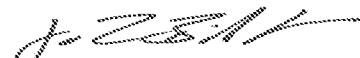
CIEL MEDICAL, INC.,
as a Grantor

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

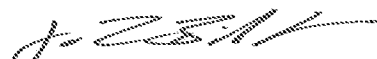
**REVOLUTIONARY MEDICAL
DEVICES, INC.,**
as a Grantor

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

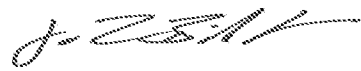
VITAL SIGNS, INC.,
as a Grantor

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

VYAIRE MEDICAL 207, INC.,
as a Grantor

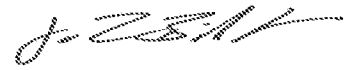
By: 
Name: John T. Bibb
Title: President and Secretary

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

BANK OF AMERICA, N.A.,
as Collateral Agent

By: 
Name: Felicia Brinson
Title: Assistant Vice President

[Signature Page to First Lien Patent Security Agreement]