

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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Assignment ID: PATI665914

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
VYAIR MEDICAL 203, INC.	10/11/2024
RECEIVING PARTY DATA	
Company Name:	ZOLL MEDICAL CORPORATION
Street Address:	269 Mill Road
City:	Chelmsford
State/Country:	MASSACHUSETTS
Postal Code:	01824-4105
PROPERTY NUMBERS Total: 14	
Property Type	Number
Patent Number:	8156937
Patent Number:	7607437
Patent Number:	8677995
Patent Number:	9126002
Patent Number:	10118011
Patent Number:	7527053
Patent Number:	8118024
Patent Number:	8888711
Patent Number:	9375166
Patent Number:	9713438
Patent Number:	7188621
Patent Number:	8683997
Patent Number:	8522780
Patent Number:	8297279
CORRESPONDENCE DATA	
Fax Number:	7148300700
<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:	(714)830-0600
Email:	ML-ZollPatentPros@morganlewis.com,briana.trumpio@morganlewis.com

Correspondent Name: M. Todd Hales
Address Line 1: MORGAN, LEWIS & BOCKIUS LLP
Address Line 2: 600 Anton Boulevard, Suite 1800
Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER: 122294-0022-VM 203

NAME OF SUBMITTER: Briana Trumpio

SIGNATURE: Briana Trumpio

DATE SIGNED: 12/02/2024

Total Attachments: 8

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INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment") is entered into as of October 11, 2024 (this "Agreement"), by and among Vyair Medical 203, Inc., a Delaware corporation having an address of 26125 N. Riverwoods Blvd, Mettawa, IL 60045 (the "Assignor"), and ZOLL MEDICAL CORPORATION, a company organized and existing under the laws of Massachusetts, and having its principal place of business at 269 Mill Road, Chelmsford, MA 01824-4105 (the "Assignee"), is delivered pursuant to the Asset Purchase Agreement, dated September 1, 2024, as amended October 11, 2024 between the Sellers and Purchaser (the "Purchase Agreement").

WHEREAS, the assets assigned pursuant to the Purchase Agreement include the Intellectual Property set forth on Exhibit A attached hereto (the "Assigned IP"), including the patents and patent applications set forth on Exhibit A (the "Patents") and the trademarks and trademark applications set forth on Exhibit A (the "Trademarks"); and

WHEREAS, pursuant to the Purchase Agreement, the Assignor has agreed to execute this Assignment in order to effectuate, evidence and record its assignment of the Assigned IP to Assignee in the United States Patent and Trademark Office and corresponding offices in other applicable jurisdictions.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. The Assignor hereby sells, assigns, transfers and delivers to Assignee and its successors and assigns, all of the Assignor's right, title and interest in and to the Patents throughout the world, and any and all patents of the United States and foreign countries that may be obtained therefor, including the right to sue for past infringement and obtain past damages, and in and to any applications made therefor, including any and all continuations, continuations-in-part, divisionals, reissues, re-examinations, substitutions, and extensions thereof, and any and all patents of the United States and foreign countries that may issue therefrom, such right, title, and interest including the right to file applications and obtain patents, utility models, industrial models, and designs for said inventions and Patents in the name of said Assignee, its successors, assigns, and legal representatives, throughout the world, including all rights of priority, all rights to publish cautionary notices reserving ownership of said inventions and Patents, and all rights to register said inventions and Patents in appropriate registries throughout the world.
2. The Assignor hereby sells, assigns, transfers and delivers to Assignee and its successors and assigns, all of the Assignor's right, title and interest in and to the Trademarks, including the goodwill of the business connected with the use of, and symbolized by, said Trademarks, including the right to sue and recover for past infringement and obtain past damages, and any and all trademark registrations that may issue therefrom, such right, title, and interest including the right to file applications and obtain trademarks for said trademarks in the name of said Assignee, and all rights to register said Trademarks in appropriate registries throughout the world.
3. This Assignment is executed and delivered pursuant to the Purchase Agreement. Notwithstanding anything to the contrary in this Assignment, nothing herein is intended to, nor shall this Assignment be construed to, extend, amplify, modify, limit or otherwise alter in any way the terms and conditions of the Purchase Agreement (including, without limitation, any representation, warranty, covenant or obligation contained in the Purchase Agreement).
4. From time to time following the date hereof, if any further action is reasonably necessary to carry out, effectuate, or perform the purposes of this Agreement including to perfect the entire right, title, and interest in the Patents and Trademarks in the Assignee, each of the parties hereto will take such further

action (including the execution and delivery of such further instruments and documents), in each case, that is reasonably necessary or appropriate.

5. This Agreement may be executed in two or more counterparts (including by means of email in .pdf format), each of which shall be deemed an original, and all of which shall be considered one and the same agreement, and shall become effective when two or more such counterparts have been signed by each of the parties and delivered to the other party (it being understood that all parties need not sign the same counterpart).

[Signature Pages Follow]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed and delivered as of the date first above written.

ASSIGNOR:

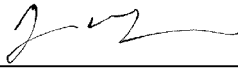
VYAIRE MEDICAL 203, INC.

By: Vikram Singh Bajaj
Name: Vikram Bajaj
Title: Group Chief Financial Officer

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed and delivered as of the date first above written.

ASSIGNEE:

ZOLL MEDICAL CORPORATION

By:  _____

Name: Jonathan A. Rennert

Title: Chief Executive Officer

[Signature Page to IP Assignment Agreement (Vyaire Medical 203)]

PATENT
REEL: 069455 FRAME: 0450

Exhibit A
Assigned IP
Trademarks

Trademark	Country Name	Application Number	Filing Date	Registration Number	Registration Date	Status	Owner
LTV	Intl Registration designating Australia Brazil Canada China European Union Iceland India Indonesia Japan Mexico Norway Korea, Republic of Switzerland Thailand United Kingdom Vietnam	A0096223	27-Apr-2020	1533534	27-Apr-2020	Registered	Vyair Medical 203, Inc.
LTV	United Kingdom	UK00801533534	4/27/2020	UK00801533534	4/27/2020	Registered	Vyair Medical 203, Inc.
LTV	United States of America	85527000	27-Jan-2012	4202188	4-Sep-2012	Registered	Vyair Medical 203, Inc.
LTV2	Brazil	840708556	13-Nov-2013	840708556	26-Jul-2016	Registered	Vyair Medical 203, Inc.
LTV2	Canada	1647810	15-Oct-2013	TMA1055616	20-Sep-2019	Registered	Vyair Medical 203, Inc.
LTV2	European Union	012225231	15-Oct-2013	012225231	26-Feb-2014	Registered	Vyair Medical 203, Inc.
LTV2	India	2623457	5-Nov-2013	2623457	9-Jul-2017	Registered	Vyair Medical 203, Inc.

Trademark	Country Name	Application Number	Filing Date	Registration Number	Registration Date	Status	Owner
LTV2	Int'l Registration designating Australia Iceland Indonesia Korea, Republic of Switzerland Thailand Vietnam	A0096326	30-Apr-2020	1533520	30-Apr-2020	Registered	Vyair Medical 203, Inc.
LTV2	Japan	2013-080309	15-Oct-2013	5651085	21-Feb-2014	Registered	Vyair Medical 203, Inc.
LTV2	Mexico	1422465	15-Oct-2013	1433689	12-Feb-2014	Registered	Vyair Medical 203, Inc.
LTV2	Norway	201312670	17-Oct-2013	276253	2-Jun-2014	Registered	Vyair Medical 203, Inc.
LTV2	Saudi Arabia	1435003559	1-Jan-2014	1435003559	8-Sep-2014	Registered	Vyair Medical 203, Inc.
LTV2	Turkey	2013/88332	31-Oct-2013	2013 88332	15-Aug-2014	Registered	Vyair Medical 203, Inc.
LTV2	United Arab Emirates	199994	27-Oct-2013	199994	22-Feb-2016	Registered	Vyair Medical 203, Inc.
LTV2	United Kingdom	012225231	15-Oct-2013	UK00912225231	26-Feb-2014	Registered	Vyair Medical 203, Inc.
LTV2	United States of America	87856292	29-Mar-2018	6590749	14-Dec-2021	Registered	Vyair Medical 203, Inc.
PALMNTOP	United States of America	78445383	2-Jul-2004	4313392	2-Apr-2013	Registered	Vyair Medical 203, Inc.
LTV2	China	13451344	30-Oct-2013	13451344	28-Apr-2016	Registered	Vyair Medical 203, Inc.

Patents

Country Code	Title	Application Number	Filing Date	Patent Number	Issue Date	Status	Owner
US	Portable Ventilator System	11/234,636	9/23/2005	8156937	4/17/2012	Issued	Vyair Medical 203, Inc.
US	COMPRESSOR CONTROL SYSTEM AND METHOD FOR A PORTABLE VENTILATOR	10/847693	5/18/2004	7607437	10/27/2009	Issued	Vyair Medical 203, Inc.
US	Compressor Control System For A Portable Ventilator	11/871117	10/23/2007	8677995	3/25/2014	Issued	Vyair Medical 203, Inc.
US	Mechanical Ventilation System Utilizing Bias Valve	12/975308	12/21/2010	9126002	9/8/2015	Issued	Vyair Medical 203, Inc.
US	Mechanical Ventilation System Utilizing Bias Valve	14/846075	9/4/2015	10118011	11/6/2018	Issued	Vyair Medical 203, Inc.
US	METHOD AND APPARATUS FOR ATTENUATING COMPRESSOR NOISE	11/088316	3/23/2005	7527053	5/5/2009	Issued	Vyair Medical 203, Inc.
US	Mechanical Ventilation System Utilizing Bias Valve	11/486346	7/13/2006	8118024	2/21/2012	Issued	Vyair Medical 203, Inc.
US	FLOW SENSOR	12/099588	4/8/2008	8888711	11/18/2014	Issued	Vyair Medical 203, Inc.
US	Flow Sensor	14/543830	11/17/2014	9375166	6/28/2016	Issued	Vyair Medical 203, Inc.
US	Flow Sensor	15/156236	5/16/2016	9713438	7/25/2017	Issued	Vyair Medical 203, Inc.
US	Portable Ventilator System	10/912747	8/4/2004	7188621	3/13/2007	Issued	Vyair Medical 203, Inc.
US	Portable Ventilator System	11/979142	10/31/2007	8683997	4/1/2014	Issued	Vyair Medical 203, Inc.
US	Portable Ventilator System	11/712929	3/11/2007	8322780	9/3/2013	Issued	Vyair Medical 203, Inc.
US	Portable Ventilator System	11/445724	6/2/2006	8297279	10/30/2012	Issued	Vyair Medical 203, Inc.

Exhibit A to Assignment