

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM470139

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Citizens Bank, N.A.		04/16/2018	National Association: UNITED STATES

RECEIVING PARTY DATA

Name:	Vyair Medical Capital LLC
Street Address:	26125 N. Riverwoods Blvd.
City:	Mettawa
State/Country:	ILLINOIS
Postal Code:	60045
Entity Type:	Limited Liability Company: DELAWARE
Name:	Vyair Medical Consumables LLC
Street Address:	26125 N. Riverwoods Blvd.
City:	Mettawa
State/Country:	ILLINOIS
Postal Code:	60045
Entity Type:	Limited Liability Company: DELAWARE
Name:	Vital Signs, Inc.
Street Address:	26125 N. Riverwoods Blvd.
City:	Mettawa
State/Country:	ILLINOIS
Postal Code:	60045
Entity Type:	Corporation: NEW JERSEY

PROPERTY NUMBERS Total: 28

Property Type	Number	Word Mark
Registration Number:	2388758	ACCU PEEP
Registration Number:	3764080	ACTAR D-FIB
Registration Number:	3150546	AIRLIFE
Registration Number:	3301965	B
Registration Number:	2220103	BROSELOW
Registration Number:	3693419	BROSELOW-LUTEN SYSTEM
Registration Number:	3369285	

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2383136	
Registration Number:	3407218	ENFLOW
Registration Number:	3810867	ENVE
Registration Number:	3856782	FREEFLOW
Registration Number:	4857750	GREENLIGHT
Registration Number:	4224023	INFANT FLOW
Registration Number:	1446228	INFUSABLE
Registration Number:	4767607	LIMB-O
Registration Number:	1486043	MACTRODE
Registration Number:	2577753	MEDISORB
Registration Number:	4556676	MISTY FAST
Registration Number:	2986510	MISTY FINITY
Registration Number:	2829900	MISTY MAX 10
Registration Number:	2013804	MULTI-LINK
Registration Number:	4347644	NEO-VERSO
Registration Number:	4074611	REVEL
Registration Number:	4161848	SENTRYSUITE
Registration Number:	1947107	SILVERTRACE
Registration Number:	1342404	U/CONNECT-IT
Registration Number:	4209892	VERSO
Registration Number:	3684937	VITAL SIGNS

CORRESPONDENCE DATA

Fax Number: 2024083141

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.

Phone: 2024083141

Email: jean.paterson@cscglobal.com

Correspondent Name: CSC

Address Line 1: 1090 Vermont Avenue, NW

Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER: 165947-10

NAME OF SUBMITTER: Jean Paterson

SIGNATURE: /jep/

DATE SIGNED: 04/17/2018

Total Attachments: 4

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”), dated as of April 16, 2018 (the “Effective Date”), is made by Citizens Bank, N.A., in its capacity as Agent (the “Agent”), in favor of the grantor party identified on the signature page hereto (the “Grantor”).

WHEREAS, pursuant to that certain Security Agreement, dated as of October 13, 2016, by and among the Agent, the Grantor and certain other parties thereto (as amended, amended and restated, or otherwise modified from time to time, the “Security Agreement”), the Grantor granted to the Agent, in its capacity as Agent, a security interest in and to certain collateral;

WHEREAS, pursuant to the Security Agreement, the Grantor executed and delivered a Trademark Security Agreement, dated as of October 13, 2016 (the “Trademark Security Agreement”), for recordal with the United States Patent and Trademark Office (the “USPTO”);

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on October 14, 2016 at Reel/Frame 5899/0652;

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

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Security Agreement or the Trademark Security Agreement, as applicable.
2. Release. The Agent, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its security interest in and to the Trademark Collateral, including the trademark registrations and applications set forth Schedule 1 attached hereto, arising under the Security Agreement and the Trademark Security Agreement. If and to the extent that the Agent has acquired any right, title or interest in and to the Trademark Collateral under the Trademark Agreement, the Agent, without representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such right, title or interest to the Grantor.
3. Termination. The Agent, without representation or warranty of any kind, terminates and cancels the Trademark Security Agreement.
4. Recordation. The Agent hereby authorizes the Grantor or any of its authorized representatives to file this Release with the USPTO or any other applicable governmental office. The Agent hereby further authorizes and requests that the Commissioner for Patents and any other applicable government officer record this Release.
5. Further Assurances. The Agent agrees to take all further actions, and provide to the Grantor and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantor, at the Grantor’s sole cost and expense, to more fully and effectively effectuate the purposes of this Release.
6. Governing Law. This Release shall be governed exclusively under the laws of New York, without regard to conflicts of law or choice of law principles.

IN WITNESS WHEREOF, the Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

**CITIZENS BANK, N.A., acting in its capacity
as agent for the Lenders**

By: Aman Patel

Name: Aman Patel

Title: Vice President

**GRANTORS:
VYAIRE MEDICAL CAPITAL LLC
VYAIRE MEDICAL CONSUMABLES LLC
VITAL SIGNS, INC.**

SCHEDULE 1

U.S. Trademarks and Applications

Trademark	Grantor	App Number	Reg Number	Current Status
ACCU PEEP	Vital Signs, Inc.	75702164	2388758	Registered
ACTAR D-FIB	Vital Signs, Inc.	77469357	3764080	Registered
AIRLIFE	Vyaire Medical Consumables LLC	78545378	3150546	Registered
BOUNCING B DESIGN	Vital Signs, Inc.	78820887	3301965	Registered
BROSELOW	Vital Signs, Inc.	75306723	2220103	Registered
BROSELOW-LUTEN SYSTEM	Vital Signs, Inc.	77388656	3693419	Registered
COLOR SEQUENCE (DESIGN)	Vital Signs, Inc.	78820831	3,369,285	Registered
Design only	Vital Signs, Inc.	75808946	2383136	Registered
ENFLOW	Vital Signs, Inc.	78/922,433	3,407,218	Registered
EnVe	Vyaire Medical Cpaital LLC	77904503	3810867	Registered
FREEFLOW	Vyaire Medical Capital LLC	77968084	3856782	Registered
GREENLIGHT	Vyaire Medical Consumables LLC	86/404,904	4857750	Registered
INFANT FLOW	Vyaire Medical Capital LLC	85256994	4224023	Registered

Trademark	Grantor	App Number	Reg Number	Current Status
INFUSABLE	Vital Signs, Inc.	73364601	1446228	Registered
LIMB-O	Vyaire Medical Consumables LLC	86-398827	4767607	Registered
MACTRODE	Vyaire Medical Consumables LLC	73/681,198	1,486,043	Registered
MEDISORB	Vyaire Medical Consumables LLC	76/155,873	2,577,753	Registered
MISTY FAST	Vyaire Medical Consumables LLC	85751786	4556676	Registered
MISTY FINITY	Vyaire Medical Consumables LLC	78/389050	2986510	Registered
MISTY MAX 10	Vyaire Medical Consumables LLC	78174378	2829900	Registered
MULTI-LINK	Vyaire Medical Consumables LLC	75/031,602	2,013,804	Registered
NEO-VERSO	Vyaire Medical Consumables LLC	85546171	4347644	Registered
REVEL	Vyaire Medical Capital LLC	77914442	4074611	Registered
SENTRYSUITE	Vyaire Medical Capital LLC	85166320	4161848	Registered
SILVERTRACE	Vyaire Medical Consumables LLC	74/224,229	1947107	Registered
U/CONNECT-IT	Vyaire Medical Consumables LLC	73466253	1342404	Registered
VERSO	Vyaire Medical Consumables LLC	85546163	4209892	Registered
VITAL SIGNS	Vital Signs, Inc.	77/388,702	3,684,937	Registered