

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
Inogen, Inc.		10/12/2012	CORPORATION: DELAWARE

<b>RECEIVING PARTY DATA</b>	
Name:	Comerica Bank, as Agent
Street Address:	39200 Six Mile Road
Internal Address:	MC 7578
City:	Livonia
State/Country:	MICHIGAN
Postal Code:	48152
Entity Type:	a Texas banking association: TEXAS

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	2919942	INOGEN
Registration Number:	3007851	SATELLITE CONSERVER
Registration Number:	2921770	INOGEN ONE
Registration Number:	3220562	INOGEN
Registration Number:	3228930	OXYGENATION
Registration Number:	3432129	OXYGEN.ANYTIME.ANYWHERE
Registration Number:	3681661	INTELLIGENT DELIVERY TECHNOLOGY
Registration Number:	4022460	INOGEN ONE G2
Serial Number:	85394507	LIVE LIFE IN MOMENTS, NOT MINUTES
Serial Number:	85394510	RECLAIM YOUR INDEPENDENCE
Serial Number:	85394514	NEVER RUN OUT OF OXYGEN
Serial Number:	85457882	OXYGEN THERAPY ON YOUR TERMS
Serial Number:	85481592	INOGEN

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**CORRESPONDENCE DATA**

Fax Number: 7349302494  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Phone: 734-761-3780  
Email: asujek@bodmanlaw.com  
Correspondent Name: Angela Alvarez Sujek - Bodman PLC  
Address Line 1: 201 South Division, Suite 400  
Address Line 4: ANN ARBOR, MICHIGAN 48104

NAME OF SUBMITTER:	Angela Alvarez Sujek
Signature:	/Angela Alvarez Sujek/
Date:	10/19/2012

**Total Attachments: 11**  
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AGREEMENT

(Trademark)

THIS AGREEMENT (TRADEMARK) (this "Agreement"), dated as of October 12, 2012, between the undersigned (each, individually, a "Debtor" and collectively, the "Debtors") and Comerica Bank, as Agent for the Lenders (as defined below) ("Secured Party").

WITNESSETH

A. WHEREAS, pursuant to that certain Amended and Restated Revolving Credit and Term Loan Agreement dated as of October 12, 2012 (as amended, restated or otherwise modified from time to time, the "Credit Agreement"), by and among Inogen, Inc. ("Borrower"), the financial institutions from time to time signatory thereto (each, individually, a "Lender" and any and all such financial institutions collectively, the "Lenders") and Secured Party, the Secured Party has agreed, subject to the satisfaction of certain terms and conditions, to make Advances to the Borrower and to provide for the issuance of Letters of Credit for the account of the Borrower, individually, or jointly and severally, as provided therein; and

B. WHEREAS, in connection with the Credit Agreement, the Debtors have executed and delivered that certain Security Agreement, dated as of October 12, 2012, to the Secured Party (as amended or otherwise modified from time to time, the "Security Agreement"); and

C. WHEREAS, as a condition precedent to the making of the Advances under the Credit Agreement, the Debtors are required to execute and deliver this Agreement and to further confirm the grant to the Secured Party for the benefit of the Secured Party a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Indebtedness (as defined in the Credit Agreement).

NOW, THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged, and in order to induce the Secured Party to make Advances (including the initial Advance) to the Borrower pursuant to the Credit Agreement, Debtors agree, for the benefit of the Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt and complete payment and performance when due of all of the Indebtedness, each Debtor does hereby mortgage, pledge and hypothecate to the Secured Party, and grant to the Secured Party a security interest in, all of the following property of such Debtor (the "Trademark Collateral"), whether now owned or hereafter acquired or existing:

(a) all license agreements with any other Person in connection with any of the Trademarks or such other Person's names or trademarks, whether a Debtor is a licensor or a licensee under any such license agreement, including, without limitation, the license agreements listed on **Schedule 1.1** hereto and made a part hereof, subject, in each case, to the terms of such license agreements, and the right to prepare for sale, and to sell and advertise for sale, all inventory now or hereafter covered by such licenses;

(b) all trademarks, service marks, trade names, trade dress or other indicia of trade origin, trademark and service mark registrations, and applications for trademark or service mark registrations, and any renewals thereof, including, without limitation, each registration and application identified on **Schedule 1.1** attached hereto and made a part hereof, and including without limitation (a) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (b) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all Trademark Licenses entered into in connection therewith, and damages and payments for past or future infringements thereof) and (c) all rights corresponding thereto and all other rights of any kind whatsoever of a Debtor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark, service mark, trade name, trade dress or other indicia of trade origin;

(c) all renewals of any of the items described in clauses (a) and (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by each of the items described in, clauses (a), (b) and (c); and

(e) all proceeds of, and rights associated with, the foregoing, including any right to sue or claim by the Debtors against third parties for past, present, or future infringement or dilution of any Trademark, Trademark registration, or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in **Schedule 1.1** attached hereto, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark license.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Debtors for the purpose of registering the security interest of the Secured Party in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Secured Party under the Security Agreement as security for the discharge and performance of the Indebtedness. The Security Agreement (and all rights and remedies of the Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. The Agent shall, upon the written request of the Debtors, execute and deliver to the Debtors a proper instrument or instruments acknowledging the release of the security interest and Liens established hereby on any Trademark Collateral: (a) if the sale or other disposition of such Trademark Collateral is permitted under the terms of the Credit Agreement and, at the time of such proposed release, both before and after giving effect thereto, no Default or Event of Default has occurred and is

continuing, (b) if the sale or other disposition of such Trademark Collateral is not permitted under the terms of the Credit Agreement, provided that the requisite Lenders under such Credit Agreement shall have consented to such sale or disposition in accordance with the terms thereof, or (c) if such release has been approved by the requisite Lenders in accordance with **Section 13.9** of the Credit Agreement.

SECTION 5. Acknowledgment. The Debtors do hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Loan Documents, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

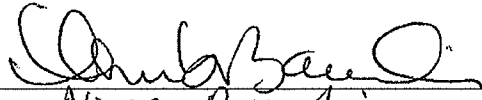
SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

**(Remainder of page intentionally left blank.)**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

DEBTORS:

**INOGEN, INC.**

By:   
Name: Alison Bauerlein  
Title CFO

SECURED PARTY:

**COMERICA BANK**, as Agent

By: *Evan M. Huckabay*  
Name: Evan Huckabay  
Title: Vice President

**SCHEDULE 1.1**

**TRADEMARK COLLATERAL**




# INOGEN, INC.

## Trademark Status Report by Country

Updated: September 28, 2012

### United States

KMOB Ref.	Trademark	Status	Appl. No. Filing Date	Reg No. Reg. Date	Class/Goods	Notes
INOGN.043T	INOGEN	Registered	78/242953 4/28/2003	2919942 1/18/2005	10: Oxygen concentrators for use by patients suffering from COPD and other lung disorders	Renewal due 1/18/15
INOGN.044T	SATELLITE CONSERVER	Registered (Will Expire)	78/300679 9/15/2003	3007851 10/18/2005	10: Medical devices, namely, oxygen conserving devices for patients suffering from chronic obstructive pulmonary disease and other respiratory disorders	Inogen will <u>not</u> maintain registration.
INOGN.045T	INOGEN ONE	Registered	78/300886 9/16/2003	2921770 1/25/2005	10: Oxygen concentrators for use by patients suffering from COPD and other respiratory disorders	Renewal due 1/25/15.
INOGN.046T		Registered	78/474022 8/26/2004	3220562 3/20/2007	10: Home health care products, namely, respiratory devices and oxygen concentrators for use by patients suffering from COPD and other lung disorders	Affidavit of Use due 3/20/13.  Renewal due 3/20/17.
INOGN.047T	OXYGENATION	Registered (Supplemental Register)	78/663739 7/5/2005	3228930 4/10/2007	44: Providing medical information in the field of supplemental oxygen and oxygen therapy	Affidavit of Use due 4/10/13.  Can file application for Principal Register
INOGN.048T	OXYGEN.ANYTIME. ANYWHERE	Registered	77/078308 1/8/2007	3432129 5/20/2008	10: Medical devices and related accessories for use in providing supplemental oxygen for medical purposes	Affidavit of Use due 5/20/14.  Renewal due 5/20/18.
INOGN.055T	INTELLIGENT DELIVERY TECHNOLOGY	Registered (Supplemental Register)	77/411829 3/3/2008	3681661 9/8/2009	10: Oxygen monitoring sensors used in connection with oxygen concentrators for use by patients suffering from chronic obstructive pulmonary disease (COPD) and other respiratory disorders	Affidavit of Use due 9/8/15  Can file application for Principal Register
INOGN.066T	INOGEN ONE G2	Registered	85/235403 2/7/2011	4022460 9/6/2011	10: Oxygen concentrators for medical applications	Affidavit of Use due 9/6/17. Renewal due 9/6/21.

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**Knobbe Martens**

INTELLECTUAL PROPERTY LAW

**TRADEMARK**  
**REEL: 004885 FRAME: 0489**

KMOB Ref.	Trademark	Status	Appl. No. Filing Date	Reg No. Reg. Date	Class/Goods	Notes
INOGN.073T	LIVE LIFE IN MOMENTS, NOT MINUTES	Allowed	85/394507 8/10/2011		10: Medical devices and related accessories for use in providing supplemental oxygen for medical purposes	SOU submitted on 9/18/12. (Statement of Use or 1st Extension due 11/15/12.)
INOGN.074T	RECLAIM YOUR INDEPENDENCE	Allowed	85/394510 8/10/2011		10: Medical devices and related accessories for use in providing supplemental oxygen for medical purposes	SOU Accepted on 9/25/12.  Registration certificate will issue in due course
INOGN.075T	NEVER RUN OUT OF OXYGEN	Allowed	85/394514 8/10/2011		10: Medical devices and related accessories for use in providing supplemental oxygen for medical purposes	SOU submitted on 9/18/12. Office Action issued 9/25/2012.  (Statement of Use or 1st Extension due 11/15/12.)
INOGN.078T	OXYGEN THERAPY ON YOUR TERMS	Allowed	85/457882 10/27/2011		10: Medical devices and related accessories for use in providing supplemental oxygen for medical purposes; oxygen concentrators for medical applications	SOU Accepted on 9/26/12.  Registration certificate will issue in due course
INOGN.079T	INOGEN	Registered	85/481592 11/28/2011	4178909 7/24/2012	44: Providing medical information in the field of supplemental oxygen and oxygen therapy; advisory services relating to medical apparatus and instruments in the field of supplemental oxygen and oxygen therapy and distribution of training materials in connection therewith; health services and home care services relating to oxygen therapy	Affidavit of Use due 07/24/18.  Renewal due 7/24/22.

### Foreign Countries

KMOB Ref.	Country	Trademark	Status	Appl. No. Filing Date	Reg No. Reg. Date	Class/Goods	Notes Next Renewal
INOGN.043WAW	Australia	INOGEN	Registered	998788 4/21/2004	998788 4/21/2004	10: Oxygen concentrators for use by patients suffering from copd (chronic obstructive pulmonary disease) and other lung disorders	4/21/2014
INOGN.044WAW	Australia	SATELLITE CONSERVER	Registered	993396 3/15/2004	993396 3/15/2004	5: Oxygen conserving devices for use by patients suffering from COPD (chronic obstructive pulmonary disease) and other respiratory disorders.	3/15/2014

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KMOB Ref.	Country	Trademark	Status	Appl. No. Filing Date	Reg No. Reg. Date	Class/Goods	Notes Next Renewal
INOGN.045WAU	Australia	INOGEN ONE	Registered	993592 3/16/2004	993592 3/16/2004	10: oxygen concentrators for use by patients suffering from COPD (chronic obstructive pulmonary disease) and other respiratory disorders	3/16/2014
INOGN.043WCA	Canada	INOGEN	Registered	1206429 2/13/2004	TMA695480 9/4/2007	Oxygen concentrators for use by patients suffering from COPD and other respiratory disorders.	9/4/2022
INOGN.044WCA	Canada	SATELLITE CONSERVER	Registered	1206382 2/13/2004	TMA695493 9/4/2007	Oxygen conservers for use in conserving oxygen for patients suffering from COPD and other respiratory disorders.	9/4/2022
INOGN.045WCA	Canada	INOGEN ONE	Registered	1206381 2/13/2004	TMA695495 9/4/2007	Oxygen concentrators for use by patients suffering from COPD and other respiratory disorders	9/4/2022
INOGN.043WCL	Chile	INOGEN	Registered	647688 6/18/2004	709.723 11/24/2004	10: Oxygen concentrators for use by patients suffering from copd and other respiratory disorders (chronic obstructive pulmonary disease)	11/24/2014
INOGN.044WCL	Chile	SATELLITE CONSERVER	Registered	640116 3/15/2004	704.077 9/23/2004	10: Oxygen conserving devices for use by patients suffering from COPD and other respiratory disorders.	9/23/2014
INOGN.045WCL	Chile	INOGEN ONE	Registered	640115 3/15/2004	704.076 9/23/2004	10: Oxygen concentrators for use by patients suffering from COPD and other respiratory disorders	9/23/2014
INOGN.043WCN	China	INOGEN	Registered	4040336 4/27/2004	4040336 1/28/2006	10: Oxygen concentrators for use by patients suffering from COPD and other lung disorders.	1/27/2016
INOGN.044WCN	China	SATELLITE CONSERVER	Registered	3958390 3/15/2004	3958390 5/14/2007	5: Oxygen conserving devices for use by patients suffering from COPD and other respiratory disorders (COPD stands for chronic obstructive pulmonary disease)	5/13/2017
INOGN.045WCN	China	INOGEN ONE	Registered	3958391 3/16/2004	3958391 2/21/2007	5: Oxygen concentrators for use by patients suffering from COPD and other respiratory disorders (COPD stands for chronic obstructive pulmonary disease)	2/20/2017
INOGN.044WEU	European Community	SATELLITE CONSERVER	Registered	3668365 2/18/2004	3668365 10/20/2005	10: Oxygen concentrators for use by patients suffering from chronic obstructive pulmonary disease and other respiratory disorders	2/18/2014

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KMOB Ref.	Country	Trademark	Status	Appl. No. Filing Date	Reg No. Reg. Date	Class/Goods	Notes Next Renewal
INOGN.076WEU	European Community	INOGEN	Registered	010206621 8/19/2011	010206621 12/27/2011	10: Medical devices and related accessories for use in providing supplemental oxygen for medical purposes; Oxygen concentrators for medical applications  44: Providing medical information in the field of supplemental oxygen and oxygen therapy; advisory services relating to medical apparatus and instruments in the field of supplemental oxygen and oxygen therapy and distribution of training materials in connection therewith; health services and home care services relating to oxygen therapy	8/19/2021
INOGN.077WEU	European Community	INOGEN ONE	Registered	010206696 8/19/2011	010206696 12/27/2011	10: Medical devices and related accessories for use in providing supplemental oxygen for medical purposes; Oxygen concentrators for medical applications  44: Providing medical information in the field of supplemental oxygen and oxygen therapy; advisory services relating to medical apparatus and instruments in the field of supplemental oxygen and oxygen therapy and distribution of training materials in connection therewith; health services and home care services relating to oxygen therapy	8/19/2021
INOGN.043WKR	Korea, South	INOGEN	Registered	4.02004E+12 4/20/2004	637582 11/3/2005	10: Oxygen concentrators for use by patients suffering from copd (chronic obstructive pulmonary disease) and other lung disorders	11/3/2015
INOGN.044WKR	Korea, South	SATELLITE CONSERVER	Registered	40-2004- 11521 3/15/2004	610028 3/2/2005	10: Oxygen conserving devices for use by patients suffering from COPD and other respiratory disorders	3/2/2015
INOGN.045WKR	Korea, South	INOGEN ONE	Registered	402004- 11520 3/15/2004	609209 2/22/2005	10: Oxygen concentrators for use by patients suffering from COPD and other respiratory disorders	2/22/2015

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KMOB Ref.	Country	Trademark	Status	Appl. No. Filing Date	Reg No: Reg. Date	Class/Goods	Notes Next Renewal
INOGN.043WMX	Mexico	INOGEN	Registered	646866 3/15/2004	896853 8/25/2005	10: Devices for maintenance of oxygen for use in patient sufren copd (disease obstructiva pulmonary news chronicle) and other disorders breathing.	3/15/2014
INOGN.044WMX	Mexico	SATELLITE CONSERVER	Registered	646865 3/15/2004	886683 6/20/2005	10: Oxygen conserving devices for use by patients suffering from COPD and other respiratory disorders	3/15/2014
INOGN.045WMX	Mexico	INOGEN ONE	Registered	646864 3/15/2004	883563 5/27/2005	10: Oxygen concentrators for use by patients suffering from COPD (chronic obstructive pulmonary disease) and other respiratory disorders	3/15/2014
INOGN.043WNZ	New Zealand	INOGEN	Registered	711285 4/21/2004	711285 4/21/2004	10: Oxygen concentrators for use by patients suffering from copd (chronic obstructive pulmonary disease) and other lung disorders	4/21/2014
INOGN.044WNZ	New Zealand	SATELLITE CONSERVER	Registered	709598 3/15/2004	709598 9/15/2003	10: Oxygen concentrators for use by patients suffering from chronic obstructive pulmonary disease and other respiratory disorders	9/15/2013
INOGN.045WNZ	New Zealand	INOGEN ONE	Registered	709759 3/15/2004	709759 9/16/2003	10: Oxygen concentrators for use by patients suffering from COPD and other respiratory disorders	9/16/2013

### DISCLAIMER

To the best of our knowledge, the information contained in this Status Report for Inogen, Inc. prepared by Knobbe, Martens, Olson & Bear, is accurate. This Status Report for Inogen, Inc. is not to be used or relied upon for any purpose other than your general information. The Report contains confidential material and is protected by the attorney-client privilege. Please do not disclose or reproduce, in whole or in part, without our consent.

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