

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM402099

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Vyair Medical Capital LLC		10/13/2016	Limited Liability Company: DELAWARE
Vyair Medical Consumables LLC		10/13/2016	Limited Liability Company: DELAWARE
Vital Signs, Inc.		10/13/2016	Corporation: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Citizens Bank, N.A., as Collateral Agent		
Street Address:	28 State Street		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02109		
Entity Type:	Association: UNITED STATES		
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		
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	

OP \$715.00 2388758

TRADEMARK

Property Type	Number	Word Mark
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: 8009144240

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: 800-713-0755

Email: Michael.Violet@wolterskluwer.com

Correspondent Name: Michael Violet

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER: Elaine Carrera

SIGNATURE: /Elaine Carrera/

DATE SIGNED: 10/14/2016

Total Attachments: 7

source=6. Kingston - IP Security Agreement - Trademark Security Agreement#page1.tif

source=6. Kingston - IP Security Agreement - Trademark Security Agreement#page2.tif

source=6. Kingston - IP Security Agreement - Trademark Security Agreement#page3.tif

source=6. Kingston - IP Security Agreement - Trademark Security Agreement#page4.tif

source=6. Kingston - IP Security Agreement - Trademark Security Agreement#page5.tif

source=6. Kingston - IP Security Agreement - Trademark Security Agreement#page6.tif

source=6. Kingston - IP Security Agreement - Trademark Security Agreement#page7.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Short Form IP Security Agreement”) dated October 13, 2016, is made by the Grantors listed as signatories hereto (the “Grantors”) in favor of Citizens Bank, 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, VYAIR MEDICAL, INC., as the Borrower (the “Borrower”), VYAIR COMPANY (“Holdings”), CITIZENS BANK, 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 Credit Agreement dated October 13, 2016 (as amended, 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 Borrower, 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, the Grantor has entered into the Security Agreement dated October 13, 2016 (as amended, 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, the 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 the 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, the Grantor agrees as follows:

SECTION 1. Grant of Security. Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in all of Grantor’s right, title and interest in and to the United States registered Trademarks (as defined in the Security Agreement) and Trademarks for which United States applications are pending, including those set forth in Schedule A hereto.

SECTION 2. Recordation. This Short Form IP Security Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The Grantor authorizes and requests that the Commissioner for Trademarks 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. 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.

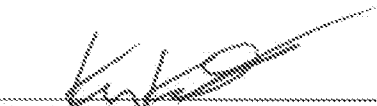
SECTION 5. Governing Law. This Short Form IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

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.


[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, 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 CAPITAL LLC

By: 
Name: Kevin Klemz
Title: Secretary, General Counsel and
Chief Legal Officer


VYAIRE MEDICAL CONSUMABLES LLC

By: 
Name: Kevin Klemz
Title: Secretary, General Counsel and
Chief Legal Officer

VITAL SIGNS, INC.

By: 
Name: Kevin Klemz
Title: Secretary, General Counsel and
Chief Legal Officer

CITIZENS BANK, N.A.,
as Collateral Agent

By: 
Name: Mehul Patel
Title: Director

[Signature Page to Trademark Security Agreement]

SCHEDULE A

United States Trademarks and Trademark 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	Vyair 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.	781922,433	3,407,218	Registered
EnVe	Vyair Medical Capital LLC	77904503	3810867	Registered
FREEFLOW	Vyair Medical Capital LLC	77968084	3856782	Registered
GREENLIGHT	Vyair Medical Consumables LLC	861404,904	4857750	Registered
INFANT FLOW	Vyair 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

TRADEMARK

RECORDED: 10/14/2016

REEL: 005899 FRAME: 0659