

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM439394

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Release of security interest, releasing the security interest previously recorded at Reel 4767 and Frame 0328.		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Medallion Capital, Inc.		08/14/2017	Corporation: MINNESOTA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Respiratory Technologies, Inc.		
<b>Street Address:</b>	2896 Centre Pointe Drive		
<b>City:</b>	St. Paul		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55108		
<b>Entity Type:</b>	Corporation: MINNESOTA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3607162	CLEARCHEST	
<b>Registration Number:</b>	3105029	INCOURAGE	
<b>Registration Number:</b>	3094196	RESPIRTECH	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2122919868		
<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>			
<b>Phone:</b>	212-558-4229		
<b>Email:</b>	demarcor@sullcrom.com, nguyenb@sullcrom.com		
<b>Correspondent Name:</b>	Raffaele A. DeMarco		
<b>Address Line 1:</b>	125 Broad Street		
<b>Address Line 2:</b>	Sullivan & Cromwell LLP		
<b>Address Line 4:</b>	New York, NEW YORK 10004-2498		
<b>NAME OF SUBMITTER:</b>	Raffaele A. DeMarco		
<b>SIGNATURE:</b>	/Raffaele A. DeMarco/		
<b>DATE SIGNED:</b>	08/15/2017		
<b>Total Attachments: 5</b>			
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**RELEASE OF SECURITY INTEREST IN IP COLLATERAL**

This RELEASE OF SECURITY INTEREST IN IP COLLATERAL (this “Release”) is made as of August 14, 2017, by Medallion Capital, Inc., a Minnesota corporation and licensee under the Small Business Investment Act of 1958 (the “Secured Party”), in favor of Respiratory Technologies, Inc., a Minnesota corporation (the “Company”). Capitalized terms used and not defined herein have the meanings given such terms in the IP Security Agreement (as defined below).

WHEREAS, the Company is party to that certain Loan Agreement, dated as of April 25, 2012, in favor of the Secured Party (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Loan Agreement”), pursuant to which the Company executed and delivered that certain Patent and Trademark Security Agreement, dated as of April 25, 2012 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”);

WHEREAS, pursuant to the Loan Agreement and the IP Security Agreement, the Company, as collateral security for the payment and performance in full of all the Secured Obligations, pledged and granted to the Secured Party a lien on and security interest in and to all of its right, title and interest in, to and under all of the Patents and Trademarks, including the U.S. patents, trademarks, and applications therefor listed on Schedule 1 attached hereto (collectively, the “IP Collateral”);

WHEREAS, the IP Security Agreement was recorded with the United States Patent and Trademark Office on April 30, 2012 at Reel 4767, Frame 0328 with respect to the trademarks and at Reel 028127, Frame 0298 with respect to the patents; and

WHEREAS, the Secured Party has agreed to execute this Release to evidence the release of its security interest in the IP Collateral.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

The Secured Party hereby irrevocably terminates, releases and discharges its lien on and security interest in and to the IP Collateral, including, without limitation, the Patents and Trademarks referred to on Schedule I hereto, and re-assigns to the Company any right, title or interest that the Secured Party may have in or to such IP Collateral.

The Secured Party hereby authorizes the Company, or the Company’s authorized representatives, to: (a) record this Release with the United States Patent and Trademark Office and/or any other applicable governmental office or agency, and (b) file UCC financing statement amendments with the applicable filing office in order to memorialize the release of the security interest of the Secured Party in the IP Collateral.

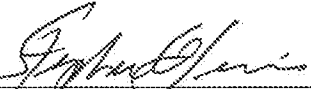
The Secured Party shall take all reasonable additional steps requested by the Company as may be necessary to release (or evidence the release of) its security interests in the IP Collateral.

This Release shall be construed, interpreted and the rights of the parties determined in accordance with the laws of the State of New York, without regard to conflicts of law principles or rules that would require the application of the laws of another jurisdiction other than the State of New York.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has executed this Release by its duly authorized officer as of the date first above written.

**MEDALLION CAPITAL, INC.**  
as Secured Party

By:   
Name: Stephen A. Lewis  
Title: Senior VP

*Signature Page to Release of Security Interest in IP Collateral*

**SCHEDULE I**  
to  
**RELEASE OF SECURITY INTEREST IN IP COLLATERAL**

ISSUED PATENTS

None

PATENT APPLICATIONS

TITLE	DATE FILED	APP Ser. No	INVENTORS
Air Vest For Chest Compression Apparatus	4/21/2008	12/106,836	Nozzarella
Chest Compression Apparatus Having Physiological Sensor Accessory	6/10/2009	12/482,219	Hansen White
Aerosolized Drug Delivery System	3/19/2010	12/728,189	Hansen
Mouthpiece And Airway Congestion Monitoring System	3/19/2010	12/728,193	Hansen
Devices And Methods Of Frequency Optimization For Chest Compression Apparatus	8/26/2010	12/869,736	Hansen White
Air Vest Improvements	3/23/2012	61/615,008	Clapp Peterson

PATENTS HELD UNDER LICENSE AGREEMENTS

Title	Inventors	Issue Date	Expiration Date	Patent No.
Chest Compression Apparatus	Warwick Hansen	10/25/2005	June 29, 2020	6,958,046
Chest Compression Apparatus	Warwick Hansen	1/9/2008	June 29, 2020	1196127
Chest Compression Apparatus	Warwick Hansen	10/6 2009	June 29, 2020	7,597,670
Chest Compression Apparatus	Warwick Hansen Nozzarella	7/27 2010	June 29, 2020	7,762,967

**SCHEDULE I**  
to  
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TRADEMARK REGISTRATIONS

Title	Reg. No.	Registration Date	International Classes
CLEARCHEST	3,607,162	04/14/2009	10
INCOURAGE	708,497	02/28/2008	10
INCOURAGE	10263011	02/17/2012	05,10,44
INCOURAGE	004262481	09/26/2006	10,05,10,44
INCOURAGE	900892	09/26/2005	10
INCOURAGE	3,185,029	06/13/2006	10
RESPIRTECH	3,094,196	05/16/2006	10

TRADEMARK APPLICATIONS

None

UNREGISTERED TRADEMARKS

None

TRADENAMES

Registered Trade Name: RespirTech (Minnesota)

UNREGISTERED TRADENAMES

None

REGISTERED DOMAIN NAMES:

[www.respirtech.com](http://www.respirtech.com)

[www.respiratorytechnologies.com](http://www.respiratorytechnologies.com)

[www.respiratorytechnology.com](http://www.respiratorytechnology.com)

[www.incouragesystem.com](http://www.incouragesystem.com)

[www.incouragetherapy.com](http://www.incouragetherapy.com)

[www.incouragecomfort.com](http://www.incouragecomfort.com)

[www.breatheincourage.com](http://www.breatheincourage.com)

[www.clearchest.com](http://www.clearchest.com)

[www.airwayclearancesystem.com](http://www.airwayclearancesystem.com)

[www.airwayclearancetreatment.com](http://www.airwayclearancetreatment.com)

[www.howvesttherapyworks.com](http://www.howvesttherapyworks.com)

[www.vesttherapy.com](http://www.vesttherapy.com)

[www.vesttherapy.com](http://www.vesttherapy.com)