

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM468875

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|---|-----------------------------------|------------------------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| VAPOTHERM, INC. | | 04/06/2018 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Perceptive Credit Holdings II, LP | | |
| Street Address: | 51 Astor Place, 10th Floor | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10003 | | |
| Entity Type: | Limited Partnership: DELAWARE | | |
| PROPERTY NUMBERS Total: 11 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2491022 | VAPOTHERM | |
| Registration Number: | 3583979 | FLOWREST | |
| Registration Number: | 3588025 | PRECISION FLOW | |
| Registration Number: | 4105999 | BREATHELITE | |
| Registration Number: | 4109211 | FLOWREST BREATHE WELL. SLEEP WELL. | |
| Registration Number: | 3759402 | HFT | |
| Registration Number: | 4187386 | INSOLARE | |
| Registration Number: | 5179750 | HIGH VELOCITY THERAPY | |
| Registration Number: | 5223068 | VAPOSOFT | |
| Registration Number: | 5242692 | HI-VNI | |
| Registration Number: | 5254083 | HVT | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 7037607777 | | |
| <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: | 703-760-7700 | | |
| Email: | hcheng@mofa.com | | |
| Correspondent Name: | Hsiao-Ting Cheng | | |
| Address Line 1: | 1650 Tysons Boulevard | | |
| Address Line 2: | Suite 400 | | |

CH \$290.00 2491022

TRADEMARK

| | |
|---|------------------------|
| Address Line 4: | McLean, VIRGINIA 22102 |
| ATTORNEY DOCKET NUMBER: | 72295-32 |
| NAME OF SUBMITTER: | Francis Joyner |
| SIGNATURE: | /Francis Joyner/ |
| DATE SIGNED: | 04/06/2018 |
| Total Attachments: 9 source=Vapootherm - Trademark Security Agreement#page1.tif source=Vapootherm - Trademark Security Agreement#page2.tif source=Vapootherm - Trademark Security Agreement#page3.tif source=Vapootherm - Trademark Security Agreement#page4.tif source=Vapootherm - Trademark Security Agreement#page5.tif source=Vapootherm - Trademark Security Agreement#page6.tif source=Vapootherm - Trademark Security Agreement#page7.tif source=Vapootherm - Trademark Security Agreement#page8.tif source=Vapootherm - Trademark Security Agreement#page9.tif | |

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of April 6, 2018 (*“Trademark Security Agreement”*), made by each of the signatories hereto (together with any other entity that may become a party hereto as provided herein, the *“Trademark Grantors”*), is in favor of Perceptive Credit Holdings II, LP, as administrative agent for the Secured Parties (in such capacity, together with its successors and assigns, the *“Administrative Agent”*).

W I T N E S S E T H:

WHEREAS, the Trademark Grantors are party to a Security Agreement, dated as April 6, 2018 (the *“Security Agreement”*) in favor of the Administrative Agent, pursuant to which the Trademark Grantors are required to execute and deliver this Trademark Security Agreement (capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Security Agreement);

WHEREAS, pursuant to the terms of the Security Agreement, each Trademark Grantor has created in favor of the Administrative Agent a security interest in, and the Administrative Agent has become a secured creditor with respect to, the Trademark Collateral (as defined below);

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent and the Lender to enter into the Credit Agreement and to induce the Lender to make their respective extensions of credit to the Borrower thereunder, each Trademark Grantor hereby grants to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in all of the following property now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the *“Trademark Collateral”*), as collateral security for the complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of all Secured Obligations:

(a) all registered and applied for Trademarks of such Trademark Grantor in the United States Patent and Trademark Office, including, without limitation, the registered and applied-for Trademarks of such Grantor listed on **Schedule 1** attached hereto;

(b) to the extent not covered by **clause (a)**, all Proceeds of any of the foregoing;

(c) to the extent not covered by **clause (a)**, the goodwill of the businesses with which the Trademarks are associated; and

(d) to the extent not covered by **clause (a)**, all causes of action arising prior to or after the date hereof for infringement of any of the Trademarks or unfair competition regarding the same.

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to

the Security Agreement, and the Trademark Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

Each Trademark Grantor hereby authorizes and requests that the Commissioner of Patents and Trademarks record this Trademark Security Agreement.

THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

This Trademark Security Agreement may be executed by one or more of the parties to this Trademark Security Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Trademark Security Agreement by facsimile transmission or electronic transmission (in PDF format) shall be effective as delivery of a manually executed counterpart hereof.

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IN WITNESS WHEREOF, each Trademark Grantor has caused this TRADEMARK SECURITY AGREEMENT to be executed and delivered by its duly authorized officer as of the date first above written.

VAPOTHERM, INC.

By: 
Name: John Landry
Title: Secretary & Treasurer

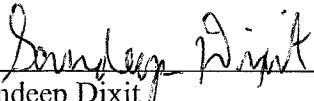
Address for Notices:
100 Domain Drive
Exeter, NH 03833
Attn: John Landry, Vice President &
Chief Financial Officer
Fax: 603.658.0181
Email: jlandry@vtherm.com


[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006308 FRAME: 0869

Accepted and Agreed:
PERCEPTIVE CREDIT HOLDINGS II, LP, as the Administrative Agent

By: PERCEPTIVE CREDIT OPPORTUNITIES GP, LLC, its general partner

By: 
Name: Sandeep Dixit
Title: Chief Credit Officer

By: 
Name: Sam Chawla
Title: Portfolio Manager

Perceptive Credit Holdings II, LP
c/o Perceptive Advisors LLC
51 Astor Place, 10th Floor
New York, NY 10003
Attn: Sandeep Dixit
Email: Sandeep@perceptivelife.com


[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006308 FRAME: 0870

TRADEMARKS

A. REGISTERED TRADEMARKS – U.S.:

| TRADEMARK/DESIGN MARK | U.S. SERIAL NUMBER (FILING DATE) | REGISTRATION NUMBER (REG DATE) | CLASS | GOODS AND SERVICES |
|------------------------------------|---|---|--------------|--|
| VAPOTHERM | 75341382 (Aug. 14, 1997) | 2491022 (Sept. 18, 2001) | 10 | Respiratory therapy units |
| FLOWREST | 77194659 (May 31, 2007) | 3583979 (Mar. 3, 2009) | 10 | Medical apparatus for treating respiratory conditions |
| PRECISION FLOW | 77227728 (July 12, 2007) | 3588025 (Mar. 10, 2009) | 10 | Medical apparatus for treating respiratory conditions |
| BREATHELITE | 77859750 (Oct. 28, 2009) | 4105999 (Feb. 28, 2012) | 10 | Respiratory therapy systems comprised of monitors, sensors, nebulizers, delivery tubes, cannulas, blenders, flowmeters, humidification chambers and heaters; medical apparatus for treating respiratory conditions |
| FLOWREST BREATHE WELL. SLEEP WELL. | 77754930 (Jun. 9, 2009) | 4109211 (Mar. 6, 2012) | 10 | Medical apparatus for treating respiratory conditions |
| HFT | 78822516 (Feb. 24, 2006) | 3759402 (Mar. 9, 2010) | 10 | Medical apparatus for treating respiratory conditions |
| INSOLARE | 85155733 (Oct. 19, 2010) | 4187386 (Aug. 7, 2012) | 10 | Cannulae |
| HIGH VELOCITY THERAPY | 87066382 (June 09, 2016) | 5179750 (Apr. 11, 2017) | 10 | Respiratory therapy systems comprised of monitors, sensors, nebulizers, delivery tubes, cannulas, blenders, flowmeters, humidification chambers and heaters; medical apparatus for |

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| | | | | treating respiratory conditions |
| VAPOSOFT | 87232957 (Nov. 10, 2016) | 5223068 (June 13, 2017) | 10 | Respiratory therapy systems comprised of nebulizers, delivery tubes, and cannulas |
| HI-VNI | 87036194 (May 13, 2016) | 5242692 (July 11, 2017) | 10 | Medical apparatus for treating respiratory conditions |
| HVT | 87066398 (June 09, 2016) | 5254083 (August 1, 2017) | 10 | Respiratory therapy systems comprised of monitors, sensors, nebulizers, delivery tubes, cannulas, blenders, flowmeters, humidification chambers and heaters; medical apparatus for treating respiratory conditions |
|  | 77754930 (June 9, 2009) | 4109211 (March 6, 2012) | 10 | Medical apparatus for treating respiratory conditions |

B. REGISTERED TRADEMARKS – OUTSIDE THE U.S.:

| TRADEMARK | EUROPEAN APPLICATION NUMBER (FILING DATE) | REGISTRATION NUMBER | CLASS | GOODS AND SERVICES |
|-----------|--|--|-------|---|
| VAPOTHERM | 001187541 | 001187541 (May 18, 1999 – European Union) | 10 | Apparatus and instruments for medical, surgical, dental and veterinary use; respiratory therapy units |
| HI-VNI | 1,351,941 (April 27, 2017 – Japan) | 1,351,941 (April 27, 2017 – Japan) | 10 | Medical apparatus for treating respiratory conditions |
| HI-VNI | 1,351,941 (April 27, 2017 – India) | 1,351,941 (December 21, 2017 – India) | 10 | Medical apparatus for treating respiratory conditions |

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| HI-VNI | 1,351,941 (April 27, 2017 – Australia) | 1,351,941 (January 09, 2018 – Australia) | 10 | Medical apparatus for treating respiratory conditions |
| HI-VNI | 1,351,941 (April 27, 2017 – EU) | 1,855,275 (December 21, 2017 – India) | 10 | Medical apparatus for treating respiratory conditions |
| HI-VNI | 1,351,941 (April 27, 2017 – EU) | WO00000013519 41 (September 15, 2017 - UK) | 10 | Medical apparatus for treating respiratory conditions |
| VAPOSOF | 1,354,789 (May 9, 2017 – EU) | 1,354,789 (May 9, 2017 – EU) | 10 | Respiratory therapy systems comprised of nebulizers, delivery tubes, and cannulas |
| VAPOSOF | 1,354,789 (May 9, 2017 – UK) | 1,354,789 (October 24, 2017 –UK) | 10 | Respiratory therapy systems comprised of nebulizers, delivery tubes, and cannulas |
| VAPOSOF | 1,354,789 (May 9, 2017 – Australia) | 1,354,789 (November 16, 2017 –Australia) | 10 | Respiratory therapy systems comprised of nebulizers, delivery tubes, and cannulas |
| VAPOSOF | 1,354,789 (May 9, 2017 – Japan,) | 1,354,789 (December 21, 2018 – Japan) | 10 | Respiratory therapy systems comprised of nebulizers, delivery tubes, and cannulas |
| VAPOSOF | 1,354,789 (May 9, 2017 – India,) | 1,354,789 (December 21, 2018 – India) | 10 | Respiratory therapy systems comprised of nebulizers, delivery tubes, and cannulas |

C. APPLICATIONS PENDING TRADEMARK – U.S.:

None currently pending.

D. APPLICATIONS PENDING TRADEMARK – OUTSIDE THE U.S.:

| TRADEMARK | APPLICATION NUMBER (FILING DATE) | REGISTRATION NUMBER | CLASS | GOODS AND SERVICES |
|-----------|-------------------------------------|---------------------|-------|--------------------|
|-----------|-------------------------------------|---------------------|-------|--------------------|

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|-----------|--|-----|----|---|
| HI-VNI | 912866144 (June 27, 2017 – Brazil) | TBD | 10 | Medical apparatus for treating respiratory conditions |
| HI-VNI | 1,847,512 (July 14, 2017 – Canada) | TBD | 10 | Medical apparatus for treating respiratory conditions |
| HI-VNI | 1,351,941 (April 27, 2017 – China, Mexico and Turkey) | TBD | 10 | Medical apparatus for treating respiratory conditions |
| VAPOTHERM | 912866179 (June 27, 2017 - Brazil) | TBD | 10 | Apparatus and instruments for medical, surgical, dental and veterinary use; respiratory therapy units |
| VAPOTHERM | 1,841,675 (June 8, 2017 – Canada) | TBD | 10 | Medical apparatus for treating respiratory conditions; Respiratory therapy units; Respiratory therapy systems comprised of monitors, sensors, nebulizers, delivery tubes, cannulas, blenders, flowmeters, humidification chambers, and heaters. |
| VAPOSOFT | 1,354,789 (May 9, 2017 – China, Mexico, and Turkey) | TBD | 10 | Respiratory therapy systems comprised of nebulizers, delivery tubes, and cannulas |

E. UNREGISTERED TRADEMARKS – U.S.:

- Medical Grade Vapor
- This is Precision Flow. Everything else isn't.
- Vapotherm 2000i
- Precision Flow – Heliox
- HFNC
- Take the Work Out of Breathing
- SPNC
- Precision Flow Plus & Logo
- When Oxygen is not enough
- Vapotherm Logo

- VapoTherm Stylized
- Hi-VNI Logo
- No Mask. No Problem.