

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM473734

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DynamOx, Inc.		05/02/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	ZOLL Medical Corporation		
Street Address:	269 Mill Road		
City:	Chelmsford		
State/Country:	MASSACHUSETTS		
Postal Code:	01824		
Entity Type:	Corporation: MASSACHUSETTS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2745068	DYNAMOX	
CORRESPONDENCE DATA			
Fax Number:	6465584180		
<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:	2124597115		
Email:	TRoot@goodwinlaw.com		
Correspondent Name:	Troy Root		
Address Line 1:	620 8th Avenue		
Address Line 4:	New York, NEW YORK 10018		
ATTORNEY DOCKET NUMBER:	077440-270599		
NAME OF SUBMITTER:	Troy Root		
SIGNATURE:	/s/ Troy Root		
DATE SIGNED:	05/11/2018		
Total Attachments: 9			
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OP \$40.00 2745068

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (“Agreement”) is entered into as of May 2, 2018 by and between (i) **ZOLL Medical Corporation**, a Massachusetts corporation (“Secured Party”) and (ii) **DynamOx, Inc.**, a Delaware corporation (“Grantor”).

RECITALS

A. Secured Party has agreed to purchase certain promissory notes and to extend certain financial accommodations to Grantor in the amounts and manner set forth in that certain Note Purchase Agreement by and between Secured Party and Grantor dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the “Note Purchase Agreement”). Secured Party is willing to purchase promissory notes from the Grantor, but only upon the condition, among others, that Grantor shall grant to Secured Party a security interest in its Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor to Secured Party.

B. Pursuant to the terms of the Note Purchase Agreement, the parties have entered into that certain Security Agreement by and between the Secured Party and Grantor dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the “Security Agreement”; capitalized terms used herein are used as defined in the Security Agreement). Pursuant to the terms of the Security Agreement, Grantor has granted to Secured Party a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral (including, without limitation, the Intellectual Property Collateral (as defined below)).

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of Grantor's obligations to Secured Party, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure its obligations to Secured Party, Grantor grants and pledges to Secured Party a security interest in all of Secured Party's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the “Intellectual Property Collateral”), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the “Copyrights”);

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any trademark and service mark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(g) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(h) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks or Patents; and

(i) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

Notwithstanding the foregoing in Section 1(e), no security interest is granted in any Intent-to-Use applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the registrability, validity or enforceability of such applications under applicable federal law; provided that, at such time any such Intent-to-Use applications matures into an Actual Use application by the Grantor's receipt of a written notification from the United States Patent and Trademark Office of its acceptance of either an "Amendment to Alleged Use" or "Statement of Use," such Intent-to-Use application shall immediately be included in the Trademarks, defined above, and any security interest that would otherwise be granted herein shall attach immediately to such Actual Use application.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Secured Party.

3. Transaction Documents. This Agreement has been entered into pursuant to and in conjunction with the Note Purchase Agreement and the Security Agreement, which are hereby incorporated by reference. The provisions of the Note Purchase Agreement and the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Secured Party with respect to the Intellectual Property Collateral are

as provided by the Note Purchase Agreement, the Security Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

5. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Agreement, and all claims or causes of action (whether in contract, tort or otherwise) that may be based upon, arise out of or relate to this Agreement or the negotiation, execution or performance of this Agreement (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Agreement or as an inducement to enter into this Agreement), shall be governed by and construed in accordance with the internal laws of the Commonwealth of Massachusetts without regard to any conflicts of law provision or rule that would require the application of the laws of any jurisdiction other than those of the Commonwealth of Massachusetts.

7. Jurisdiction. Each of the parties hereby irrevocably and unconditionally consents to submit any dispute arising under or in connection with this Agreement, any agreement, document or instrument entered into pursuant to this Agreement, or the transactions contemplated hereby, with respect to any provision of this Agreement or any agreement entered into pursuant to this Agreement (a "Dispute") to the sole and exclusive jurisdiction of any state or federal courts sitting in the Commonwealth of Massachusetts; provided, however, that the parties agree to first seek to have the Dispute heard by the Business Litigation Session of the Massachusetts Superior Court (the "Chosen Courts"). Each party agrees not to commence any litigation relating to any Dispute except in the Chosen Courts, waives any objection to the laying of venue of any such litigation in the Chosen Courts, agrees not to plead or claim in any Chosen Court that such litigation brought therein has been brought in any inconvenient forum. Each of the parties hereto agrees that service of process may also be made on such party by prepaid certified mail with a proof of mailing receipt. Service made pursuant to the preceding sentence above shall have the same legal force and effect as if served upon such party personally within the Commonwealth of Massachusetts. Notwithstanding the dispute resolution procedures set forth in this Section 7, in the event of an actual or threatened breach of this Agreement, the aggrieved party may seek equitable relief (including restraining orders, specific performance or other injunctive relief), without first submitting to any dispute resolution procedures hereunder. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other relief to which such party may be entitled.

8. Waiver of Jury Trial. TO THE EXTENT EACH MAY LEGALLY DO SO, EXCEPT AS LIMITED BY APPLICABLE LAW, EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE)

ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ACTIONS OF ANY PARTY HERETO IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE AND ENFORCEMENT HEREOF.

[Signature page follows]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

DYNAMOX, INC.

By: Kevin T. Larkin
Name: Kevin T. Larkin
Title: Chief Executive Officer and President

SECURED PARTY:

ZOLL MEDICAL CORPORATION

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

DYNAMOX, INC.

By: _____
Name:
Title:

SECURED PARTY:

ZOLL MEDICAL CORPORATION

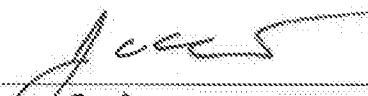
By: 
Name: Jonathan A. Rennet
Title: CEO

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

None.

EXHIBIT C

Trademarks

<i>Mark</i>	<i>Goods/Services</i>	<i>Country/Designations</i>	<i>Registration No.</i>	<i>Registration Date</i>	<i>Appl. No.</i>	<i>Filed</i>
DYNAMOX	IC 011. US 013 021 023 031 034. G & S: WASTEWATER TREATMENT SYSTEMS COMPRISING VESSELS, PUMPS, MOTORS, FILTERS AND NOZZLES, FOR GENERATING AND DELIVERING GAS-SUPERATURATED FLUID FOR WASTEWATER TREATMENT APPLICATIONS. FIRST USE: 20000608. FIRST USE IN COMMERCE: 20010329	US (United States)	2,745,068	07/29/03	78-086,919	10/04/01

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REEL: 006379 FRAME: 0603

RECORDED: 05/11/2018