

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM604282

|   |                                    |                           |                       |
|---|------------------------------------|---------------------------|-----------------------|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                     |                           |                       |
| <b>NATURE OF CONVEYANCE:</b>  | SECURITY INTEREST                  |                           |                       |
| <b>CONVEYING PARTY DATA</b>   |                                    |                           |                       |
| <b>Name</b>   | <b>Formerly</b>                    | <b>Execution Date</b>     | <b>Entity Type</b>    |
| VAPOTHERM, INC.   |                                    | 10/21/2020                | Corporation: DELAWARE |
| <b>RECEIVING PARTY DATA</b>   |                                    |                           |                       |
| <b>Name:</b>  | CANADIAN IMPERIAL BANK OF COMMERCE |                           |                       |
| <b>Street Address:</b>  | 40 King Street West, Suite 5702    |                           |                       |
| <b>City:</b>  | Toronto                            |                           |                       |
| <b>State/Country:</b>   | CANADA                             |                           |                       |
| <b>Postal Code:</b>   | M5H 3Y2                            |                           |                       |
| <b>Entity Type:</b>   | Chartered Bank: CANADA             |                           |                       |
| <b>PROPERTY NUMBERS Total: 14</b>   |                                    |                           |                       |
| <b>Property Type</b>  | <b>Number</b>                      | <b>Word Mark</b>          |                       |
| <b>Registration Number:</b>   | 2491022                            | VAPOTHERM                 |                       |
| <b>Registration Number:</b>   | 3588025                            | PRECISION FLOW            |                       |
| <b>Registration Number:</b>   | 3759402                            | HFT                       |                       |
| <b>Registration Number:</b>   | 5179750                            | HIGH VELOCITY THERAPY     |                       |
| <b>Registration Number:</b>   | 5223068                            | VAPOSOF                   |                       |
| <b>Registration Number:</b>   | 5242692                            | HI-VNI                    |                       |
| <b>Registration Number:</b>   | 5254083                            | HVT                       |                       |
| <b>Registration Number:</b>   | 5679762                            | NO MASK. NO PROBLEM.      |                       |
| <b>Registration Number:</b>   | 5679627                            | WHEN OXYGEN IS NOT ENOUGH |                       |
| <b>Registration Number:</b>   | 5884015                            | PRECISION FLOW HI-VNI     |                       |
| <b>Registration Number:</b>   | 5951762                            | PROSOFT                   |                       |
| <b>Registration Number:</b>   | 6087344                            | MASK-FREE NIV             |                       |
| <b>Serial Number:</b>   | 88810890                           | OAM                       |                       |
| <b>Serial Number:</b>   | 88810880                           | TAKE A BREATH             |                       |
| <b>CORRESPONDENCE DATA</b>  |                                    |                           |                       |
| <b>Fax Number:</b>  | 4156932222                         |                           |                       |
| <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>   | 4156932000                         |                           |                       |

CH \$365.00 2491022

**Email:** crhem@cooley.com  
**Correspondent Name:** Cooley LLP  
**Address Line 1:** 101 California Street, 5th Floor  
**Address Line 4:** San Francisco, CALIFORNIA 94111

**ATTORNEY DOCKET NUMBER:** 313569-181

**NAME OF SUBMITTER:** C. Rhem

**SIGNATURE:** /CR/

**DATE SIGNED:** 10/21/2020

**Total Attachments: 10**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”) is entered into as of October 21, 2020, between CANADIAN IMPERIAL BANK OF COMMERCE (“**Bank**”) and VAPOTHERM, INC., a Delaware corporation (“**Grantor**”).

### RECITALS

A. Bank and Grantor are entering into a Loan and Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “**Loan Agreement**”). Defined terms used herein without definition shall have the meanings set forth in the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of the Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral (including Intellectual Property as specified under the Loan Agreement).

C. Grantor’s execution and delivery of this Agreement is a condition to the effectiveness of the Loan Agreement.

### AGREEMENT

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, Grantor and Bank hereby agree:

1. To secure the Obligations, Grantor grants Bank a security interest in all of Grantor’s right, title and interest in its Intellectual Property constituting Collateral under the Loan Agreement. Grantor hereby confirms that the attached schedules of Grantor’s copyright, patent and trademark applications and registrations, which are registered or filed with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, attached hereto as Exhibits A, B and C hereto, respectively, are complete and accurate as of the date hereof.

2. Grantor hereby authorizes Bank to (a) modify this Agreement unilaterally by supplementing the exhibits to this Agreement to include any Intellectual Property constituting Collateral under the Loan Agreement and which are registered or filed with the United States Patent and Trademark Office or the United States Copyright Office which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate of this Agreement containing amended exhibits reflecting such new Intellectual Property with the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

3. This Agreement is a Loan Document. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, is an original, and all taken together, constitute one Agreement. Delivery of an executed counterpart of a signature page of this Agreement by electronic means shall be effective as delivery of an original executed counterpart of this Agreement. The words “execution,” “signed,” “signature” and words of like import in this Agreement shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity and enforceability as a manually executed signature or the use of a paper-based recordkeeping systems, as the case may be, to the extent and as provided for in any applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act.

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[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

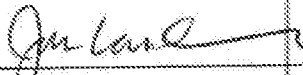
IN WITNESS WHEREOF, the undersigned have duly executed this Intellectual Property Security Agreement as of the first date written above.

Address of Grantor:

100 Domain Drive  
Exeter, NH 03833  
Attention: John Landry and Anthony TenHaagen

GRANTOR:

VAPOTHERM, INC.

By: 

Name: John Landry

Title: Senior Vice President, Chief Financial Officer and Secretary

Address of Bank:

CIBC Innovation Banking  
40 King Street West, Suite 5702  
Toronto, Ontario  
M5H 3Y2  
Attention: Jeff Chapman, Corey Feilmutter

BANK:

CANADIAN IMPERIAL BANK OF COMMERCE

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

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Attention: John Landry and Anthony TenHaagen

GRANTOR:

VAPOTHERM, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_


Title: \_\_\_\_\_

Address of Bank:

CIBC Innovation Banking  
40 King Street West, Suite 5702  
Toronto, Ontario  
M5H 3Y2  
Attention: Jeff Chapman, Corey Perlmutter

BANK:

CANADIAN IMPERIAL BANK OF COMMERCE

By:  \_\_\_\_\_

Name: Jeff Chapman

Title: Assistant General Manager, Authorized Signatory  
CIBC Innovation Banking

By: \_\_\_\_\_

Name: Corey Perlmutter

Title: Assistant General Manager, Authorized Signatory  
CIBC Innovation Banking

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

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100 Domain Drive  
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Attention: John Landry and Anthony TenHaagen

GRANTOR:

VAPOTHERM, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address of Bank:

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40 King Street West, Suite 5702  
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Attention: Jeff Chapman, Corey Perlmutter

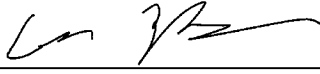
BANK:

CANADIAN IMPERIAL BANK OF COMMERCE

By: \_\_\_\_\_

Name: Jeff Chapman

Title: Assistant General Manager, Authorized Signatory  
CIBC Innovation Banking

By:  \_\_\_\_\_

Name: Corey Perlmutter

Title: Assistant General Manager, Authorized Signatory  
CIBC Innovation Banking

EXHIBIT A  
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None.

## EXHIBIT B

## PATENTS

| DESCRIPTION   | PATENT / APPLICATION<br>NUMBER | ISSUE / APPLICATION<br>DATE |
|---|--------------------------------|-----------------------------|
| APPARATUS AND METHOD FOR<br>RESPIRATORY TRACT THERAPY           | 7,314,046                      | 01-01-2008                  |
| METHOD FOR REDUCING THE WORK OF<br>BREATHING                    | 7,827,981                      | 11-09-2010                  |
| APPARATUS AND METHOD FOR<br>DELIVERING WATER VAPOR TO A GAS     | 7,708,013                      | 05-04-2010                  |
| NASAL CANNULA WITH REDUCED HEAT<br>LOSS TO REDUCE RAINOUT       | 8,171,935                      | 05-08-2012                  |
| WATER SPIKE SYSTEM  | 7,654,507                      | 02-02-2010                  |
| HYPERTHERMIC HUMIDIFICATION<br>SYSTEM                           | 8,905,023                      | 12-09-2014                  |
| HYPERTHERMIC HUMIDIFICATION<br>SYSTEM                           | 10,092,722                     | 10-09-2018                  |
| HYPERTHERMIC HUMIDIFICATION<br>SYSTEM                           | 16/120,923                     | 09-04-2018                  |
| HYPERTHERMIC HUMIDIFICATION<br>SYSTEM                           | 17/001,257                     | 08-24-2020                  |
| HYPERTHERMIC HUMIDIFICATION<br>SYSTEM                           | D640,784                       | 06-28-2011                  |
| RESPIRATORY THERAPY SYSTEM                                      | D671,206                       | 11-20-2012                  |
| SYSTEM AND METHOD FOR DELIVERING<br>A HEATED AND HUMIDIFIED GAS | 8,333,195                      | 12-18-2012                  |



|   |            |            |
|---|------------|------------|
| BASE UNIT FOR BREATHING GAS<br>HEATING AND HUMIDIFICATION SYSTEM                      | 8,240,306  | 08-14-2012 |
| HUMIDIFIER FOR BREATHING GAS<br>HEATING AND HUMIDIFICATION SYSTEM                     | 8,677,993  | 03-25-2014 |
| DELIVERY TUBE FOR BREATHING GAS<br>HEATING AND HUMIDIFICATION SYSTEM                  | 8,356,593  | 01-22-2013 |
| HUMIDIFIER FOR BREATHING GAS<br>HEATING AND HUMIDIFICATION SYSTEM                     | 10,786,646 | 09-29-2020 |
| HUMIDIFIER FOR BREATHING GAS<br>HEATING AND HUMIDIFICATION SYSTEM                     | 16/929,879 | 07-15-2020 |
| HUMIDIFIER FOR BREATHING GAS<br>HEATING AND HUMIDIFICATION SYSTEM                     | 17/001,324 | 08-24-2020 |
| HEATED NEBULIZER DEVICES,<br>NEBULIZER SYSTEMS, AND METHODS<br>FOR INHALATION THERAPY | 8,561,607  | 10-22-2013 |
| NEBULIZER SYSTEMS, APPARATUS AND<br>METHODS FOR RESPIRATORY THERAPY                   | 8,915,245  | 12-23-2014 |
| NEBULIZER SYSTEMS, APPARATUS AND<br>METHODS FOR RESPIRATORY THERAPY                   | 9,717,879  | 08-01-2017 |
| NEBULIZER SYSTEMS, APPARATUS AND<br>METHODS FOR RESPIRATORY THERAPY                   | 10,695,524 | 06-30-2020 |
| SYSTEMS AND METHODS FOR PROVIDING<br>RESPIRATORY THERAPY WITH VARYING<br>FLOW RATES   | 10,213,566 | 02-26-2019 |
| QUIET NASAL CANNULA   | 10,300,236 | 05-28-2019 |
| QUIET NASAL CANNULA   | 16/382,986 | 04-12-2019 |
| SYSTEMS AND METHODS FOR PROVIDING<br>RESPIRATORY THERAPY                              | 9,333,317  | 05-10-2016 |
| SYSTEMS AND METHODS FOR PROVIDING<br>RESPIRATORY THERAPY                              | 10,265,494 | 04-23-2019 |

|  |            |            |
|--|------------|------------|
| SYSTEMS AND METHODS FOR PROVIDING RESPIRATORY THERAPY  | 16/293,329 | 03-05-2019 |
| RESPIRATORY THERAPY CONDENSATION ADAPTOR   | 10,426,911 | 10-01-2019 |
| RESPIRATORY THERAPY CONDENSATION ADAPTOR   | 16/543,858 | 08-19-2019 |
| SYSTEMS AND METHODS FOR HUMIDITY CONTROL   | 10,596,345 | 03-24-2020 |
| SYSTEMS AND METHODS FOR HUMIDITY CONTROL   | 16/785,303 | 02-07-2020 |
| HEATED NEBULIZER ADAPTER FOR RESPIRATORY THERAPY   | 10,512,748 | 12-24-2019 |
| SYSTEMS AND METHODS FOR PATIENT-PROXIMATE VAPOR TRANSFER FOR RESPIRATORY THERAPY                         | 10,398,871 | 09-03-2019 |
| SYSTEMS AND METHODS FOR PATIENT-PROXIMATE VAPOR TRANSFER FOR RESPIRATORY THERAPY                         | 16/519,296 | 07-23-2019 |
| HIGH FLOW THERAPY WITH BUILT-IN OXYGEN CONCENTRATOR  | 15/251,185 | 08-30-2016 |
| NASAL CANNULA FOR CONTINUOUS AND SIMULTANEOUS DELIVERY OF AERSOLIZED MEDICAMENT AND HIGH FLOW THERAPY    | 15/199,158 | 06-30-2016 |
| METHODS AND SYSTEMS FOR OBTAINING DESIRED OXYGEN CONCENTRATIONS AND AIR FLOWS DURING RESPIRATORY THERAPY | 14/983,212 | 12-29-2015 |
| CANNULA DEVICE FOR HIGH FLOW THERAPY   | 15/637,556 | 06-29-2017 |
| VAPOR TRANSFER CARTRIDGE   | D833004    | 11-06-2018 |
| VAPOR TRANSFER CARTRIDGE   | D861,863   | 10-01-2019 |

|   |            |            |
|---|------------|------------|
| VAPOR TRANSFER CARTRIDGE  | 15/298,712 | 10-20-2016 |
| SYSTEMS AND METHODS FOR HIGH VELOCITY NASAL INSUFFLATION  | 15/783,566 | 10-13-2017 |
| BIFURCATED CANNULA DEVICE   | 16/124,818 | 09-07-2018 |
| CANNULA-BASED VIBRATING MESH NEBULIZER  | 16/428,473 | 05-31-2019 |
| MACHINE PROXIMATE NEBULIZER   | 16/428,633 | 04-31-2019 |
| ROTORS FOR USE IN CAUSTIC ENVIRONMENTS  | 16/804,280 | 02-28-2020 |
| VARIABLE GEOMETRY CANNULA   | 16/912,095 | 06-25-2020 |
| INTERNAL CANNULA MOUNTED NEBULIZER  | 17/032,751 | 9-25-2020  |
| RESPIRATORY THERAPY UNIT WITH NON-CONTACT SENSING AND CONTROL                                   | 16/901,902 | 06-15-2020 |
| OXYGEN MIXING AND DELIVERY  | 10,007,238 | 06-26-2018 |
| OXYGEN MIXING AND DELIVERY  | 10,514,662 | 12-24-2019 |
| OXYGEN MIXING AND DELIVERY  | 16/722,722 | 12-20-2019 |
| METHODS, DEVICES, AND SYSTEMS FOR IMPROVED OXYGENATION PATIENT MONITORING, MIXING, AND DELIVERY | 16/672,638 | 11-04-2019 |

## EXHIBIT C

## TRADEMARKS

| DESCRIPTION                | REGISTRATION / SERIAL<br>NUMBER | REGISTRATION /<br>APPLICATION DATE |
|----------------------------|---------------------------------|------------------------------------|
| VAPOTHERM                  | 2491022                         | 09-18-2001                         |
| PRECISION FLOW             | 3588025                         | 03-10-2009                         |
| HFT                        | 3759402                         | 03-09-2010                         |
| HIGH VELOCITY THERAPY      | 5179750                         | 04-11-2017                         |
| VAPOSOFT                   | 5223068                         | 06-13-2017                         |
| HI-VNI                     | 5242692                         | 07-11-2017                         |
| HVT                        | 5254083                         | 08-01-2017                         |
| NO MASK. NO PROBLEM.       | 5679762                         | 02-19-2019                         |
| WHEN OXYGEN IS NOT ENOUGH. | 5679627                         | 02-19-2019                         |
| PRECISION FLOW HI-VNI      | 5884015                         | 10-15-2019                         |
| PROSOFT                    | 5951762                         | 12-31-2019                         |
| MASK-FREE NIV              | 6087344                         | 06-23-2020                         |
| OAM                        | 88810890                        | 02-26-2020                         |
| TAKE A BREATH              | 88810880                        | 02-26-2020                         |