

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM662807

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Termination and Release of Security Interest in Trademarks
<b>SEQUENCE:</b>	2

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Delaware Trust Company		03/31/2021	Corporation: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	DeVilbiss Healthcare LLC
<b>Street Address:</b>	99 Seaview Boulevard
<b>City:</b>	Port Washington
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	11050
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

**PROPERTY NUMBERS Total: 24**

Property Type	Number	Word Mark
Registration Number:	4476350	ADHERENCE SCORE
Registration Number:	4500572	AUTOADJUST
Registration Number:	3717636	BREATHIES BUNCH
Registration Number:	1745662	DEVILBISS
Registration Number:	3570395	DEVILBISS HEALTHCARE
Registration Number:	3211954	DEVILBISS IFILL
Registration Number:	3610388	DEVILBISS IGO
Registration Number:	2495641	DEVILBISS SERENITY
Registration Number:	5469466	DEVILBISS TRAVELER
Registration Number:	3877821	EASYFIT
Registration Number:	3011418	FLEXSET
Registration Number:	3468567	INTELLIPAP
Registration Number:	1881232	OSD
Registration Number:	1136702	PULMO-AIDE
Registration Number:	1926352	PULMOMATE
Registration Number:	3376435	PULMONEB
Registration Number:	4728443	PULSEDOSE
Registration Number:	1926354	PULSEDOSE

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Property Type	Number	Word Mark
Registration Number:	3577301	SMARTCODE
Registration Number:	4604268	SMARTCODE ADHERENCE SCORE
Registration Number:	4149924	SMARTFLEX
Registration Number:	3554678	SMARTLINK
Registration Number:	2022104	VACU-AIDE
Registration Number:	2775755	WALKABOUT

**CORRESPONDENCE DATA**

Fax Number: 2129096836  
*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: 212-909-6000  
Email: trademarks@debevoise.com  
Correspondent Name: Nick S. Kaluk, III  
Address Line 1: 919 Third Avenue  
Address Line 2: Debevoise & Plimpton LLP  
Address Line 4: New York, NEW YORK 10022

<b>NAME OF SUBMITTER:</b>	Nick S. Kaluk, III
<b>SIGNATURE:</b>	/Nick S. Kaluk, III/
<b>DATE SIGNED:</b>	07/27/2021

**Total Attachments: 5**  
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TERMINATION AND RELEASE OF  
SECURITY INTEREST IN TRADEMARKS

TERMINATION AND RELEASE, dated as of March 31, 2021, from Delaware Trust Company, a Delaware corporation having a principal place of business at 251 Little Falls Drive, Wilmington, DE 19808, as administrative agent and collateral agent (the "Agent") for (i) itself, (ii) the several banks and other financial institutions (the "Lenders") that are parties to the Credit Agreement (as hereinafter defined), and (iii) the other Secured Parties provided for in the Credit Agreement, to DeVilbiss Healthcare LLC, a Delaware corporation having a principal place of business at 99 Seaview Boulevard, Port Washington, NY 11050 (the "Grantor"). Capitalized terms used herein without definition are used as defined in the 1.5 Lien Credit Agreement, dated as of October 3, 2019, among the Agent, Medical Depot Holdings, Inc. a Delaware corporation having a principal place of business at 99 Seaview Boulevard, Port Washington, NY 11050, solely with respect to Subsections 2.12, 5.22 and 7.15 of the Credit Agreement, CD&R Reign Topco, Inc., a Delaware corporation having a principal place of business at 375 Park Avenue, 18<sup>th</sup> Floor New York, NY 10152 and the Lenders (as amended March 26, 2021 and as may again be amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), the Collateral Agreement (as hereinafter defined) or the Security Agreement (as hereinafter defined), as applicable.

WITNESSETH:

WHEREAS, pursuant to that certain 1.5 Lien Guarantee and Collateral Agreement, dated as of October 3, 2019 (the "Collateral Agreement"), and that certain Notice and Confirmation of Grant of Security Interest in Trademarks, dated as of October 3, 2019 (the "Security Agreement"), made by the Grantor in favor of the Agent a security interest (the "Security Interest") was granted by the Grantor to the Agent in certain Trademarks (as hereinafter defined); and

WHEREAS, the Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on October 4, 2019, at Reel 6764, Frame 0484; and

WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interest in the Trademarks;

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademarks pursuant to the Collateral Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby states as follows:

1. Trademarks: The term "Trademarks," as used herein, shall mean all Trademarks (including, without limitation, those items listed on Schedule I hereto) and to the extent not otherwise included, all Proceeds and products of any and all of the foregoing, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations (as defined in the Collateral Agreement), except that no security interest is or will be granted pursuant hereto in any Excluded Assets.

2. Release of Security Interest: The Agent hereby terminates, releases and discharges its Security Interest in the Trademarks, and any right, title or interest of the Agent in such Trademarks shall hereby cease and become void.

3. Further Assurances: The Agent shall execute and deliver to the Grantor all further releases and other documents (including without limitation Uniform Commercial Code termination statements), and take all other actions necessary or reasonably desirable for the release of such Security Interest.

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

Delaware Trust Company  
as Agent

By: 

Name: Alan R. Halpern  
Title: Vice President

SCHEDULE I

Trademark Registrations

Grantor	Country	Mark	Status	App./Reg. No.	Filing/Reg. Date	Registration Date
DEVILBISS HEALTHCARE LLC	US	ADHERENCE SCORE	Registered	4476350	10-Apr-2013	28-Jan-2014
DEVILBISS HEALTHCARE LLC	US	AUTOADJUST	Registered	4500572	14-Feb-2013	25-Mar-2014
DEVILBISS HEALTHCARE LLC	US	BREATHIES BUNCH	Registered	3717636	04-Nov-2008	01-Dec-2009
DEVILBISS HEALTHCARE LLC	US	DEVILBISS	Registered	1745662	24-Mar-1992	12-Jan-1993
DEVILBISS HEALTHCARE LLC	US	DEVILBISS HEALTHCARE	Registered	3570395	14-Mar-2007	03-Feb-2009
DEVILBISS HEALTHCARE LLC	US	DEVILBISS IFILL	Registered	3211954	03-Nov-2005	20-Feb-2007
DEVILBISS HEALTHCARE LLC	US	DEVILBISS IGO	Registered	3610388	03-Nov-2005	21-Apr-2009
DEVILBISS HEALTHCARE LLC	US	DEVILBISS SERENITY	Registered	2495641	22-Dec-1999	09-Oct-2001
DEVILBISS HEALTHCARE LLC	US	DEVILBISS TRAVELER	Registered	5469466	13-Oct-2017	15-May-2018
DEVILBISS HEALTHCARE LLC	US	EASYFIT	Registered	3877821	31-Jul-2009	16-Nov-2010
DEVILBISS HEALTHCARE LLC	US	FLEXSET	Registered	3011418	15-Sep-2004	01-Nov-2005
DEVILBISS HEALTHCARE LLC	US	INTELLIPAP	Registered	3468567	28-Oct-2006	15-Jul-2008

Grantor	Country	Mark	Status	App./Reg. No.	Filing/Reg. Date	Registration Date
DEVILBISS HEALTHCARE LLC	US	OSD	Registered	1881232	06-Nov-1992	28-Feb-1995
DEVILBISS HEALTHCARE LLC	US	PULMO-AIDE (& DESIGN)	Registered	1136702	29-Mar-1979	03-Jun-1980
DEVILBISS HEALTHCARE LLC	US	PULMOMATE	Registered	1926352	28-Dec-1993	10-Oct-1995
DEVILBISS HEALTHCARE LLC	US	PULMONEB	Registered	3376435	23-Apr-2007	29-Jan-2008
DEVILBISS HEALTHCARE LLC	US	PULSEDOSE	Registered	4728443	03-Sep-2013	28-Apr-2015
DEVILBISS HEALTHCARE LLC	US	PULSEDOSE	Registered	1926354	06-Apr-1994	10-Oct-1995
DEVILBISS HEALTHCARE LLC	US	SMARTCODE	Registered	3577301	17-Sep-2007	17-Feb-2009
DEVILBISS HEALTHCARE LLC	US	SMARTCODE ADHERENCE SCORE	Registered	4604268	01-Aug-2013	16-Sep-2014
DEVILBISS HEALTHCARE LLC	US	SMARTFLEX	Registered	4149924	03-Oct-2011	29-May-2012
DEVILBISS HEALTHCARE LLC	US	SMARTLINK	Registered	3554678	16-Feb-2007	30-Dec-2008
DEVILBISS HEALTHCARE LLC	US	VACU-AIDE	Registered	2022104	11-Jan-1996	10-Dec-1996
DEVILBISS HEALTHCARE LLC	US	WALKABOUT	Registered	2775755	17-Nov-2002	21-Oct-2003