

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM696606

<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>
Nuvaira, Inc.		12/17/2021	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Innovatus Life Sciences Lending Fund I, LP		
<b>Street Address:</b>	777 Third Avenue, 25th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10017		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85914385	DNERVA	
<b>Serial Number:</b>	85914389	BREATHE EASIER. FOR LIFE.	
<b>Serial Number:</b>	86051144	SHORT SIMPLE TREATMENT. LASTING LUNG IMP	
<b>Serial Number:</b>	87357349	NUVAIRA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	800-494-5225		
<b>Email:</b>	prezase@gtlaw.com		
<b>Correspondent Name:</b>	Eugenia Prezas		
<b>Address Line 1:</b>	One International Place, Suite 2000		
<b>Address Line 2:</b>	Greenberg Traurig, LLP		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 20036		
<b>ATTORNEY DOCKET NUMBER:</b>	1553209 TM		
<b>NAME OF SUBMITTER:</b>	Eugenia Prezas		
<b>SIGNATURE:</b>	/Eugenia Prezas/		
<b>DATE SIGNED:</b>	12/21/2021		
<b>Total Attachments: 8</b>			

OP \$115.00 85914385

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of December 17, 2021 (the "Effective Date") by and between INNOVATUS LIFE SCIENCES LENDING FUND I, LP, a Delaware limited partnership as collateral agent for the Lenders (the "Lenders") described in the Loan Agreement (in such capacity, the "Collateral Agent") and NUVAIRA, INC., a Delaware corporation ("Grantor").

### RECITALS

A. Lenders have agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Collateral Agent, the Lenders and Grantor dated the Effective Date (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). The Lenders are willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Collateral Agent, for the benefit of the Lenders, a security interest in certain Copyrights, Trademarks, Patents, and Mask Works to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Collateral Agent, for the benefit of the Lenders, 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.

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 its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Collateral Agent, for the benefit of the Lenders, a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Patents and Trademarks listed on Exhibits A and B hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Collateral Agent, for the benefit of the Lenders, under the Loan Agreement. The rights and remedies of Collateral Agent with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Collateral Agent, for the benefit of the Lenders, as a matter of law or equity. Each right, power and remedy of Collateral Agent provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Collateral Agent of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Lender, of any or all other rights, powers or remedies.

This Intellectual Property Security Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of New York.

*[Balance of Page Intentionally Left Blank]*

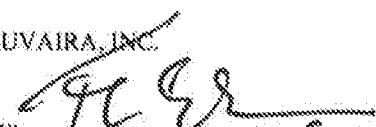
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:

6500 Wedgwood Road North, Suite 100  
Maple Grove, MN 55311  
Attn: Tom Griffin, CFO  
Email: tgriffin@nuvaira.com

GRANTOR:

NUVAIRA, INC.

By:   
Name: Thomas T. Griffin  
Title: Chief Financial Officer

Address of Lender:

777 Third Avenue, 25th Floor  
New York, NY 10017  
Attn: Claes Ekstrom  
Email: cekstrom@innovatuscp.com

COLLATERAL AGENT:

INNOVATUS LIFE SCIENCES LENDING FUND  
I, LP  
By: Innovatus Life Sciences GP, LP  
Its: General Partner

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[Signature Page to IP Security Agreement]

TRADEMARK  
REEL: 007519 FRAME: 0877

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:

Address of Grantor:

NUVAIRA, INC.

6500 Wedgwood Road North, Suite 100  
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Attn: Tom Griffin, CFO  
Email: tgriffin@nuvaira.com

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

COLLATERAL AGENT:

Address of Lender:

INNOVATUS LIFE SCIENCES LENDING FUND  
I, LP  
By: Innovatus Life Sciences GP, LP  
Its: General Partner

777 Third Avenue, 25th Floor  
New York, NY 10017  
Attn: Claes Ekstrom  
Email: cekstrom@innovatuscp.com

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

