TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM734595

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: Second Lien Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Vyaire Medical, Inc.		06/06/2022	Corporation: DELAWARE
SensorMedics Corporation		06/06/2022	Corporation: CALIFORNIA
Vyaire Medical 203, Inc. (f/k/a CareFusion 203, Inc.)		06/06/2022	Corporation: DELAWARE
Vyaire Medical Consumables LLC		06/06/2022	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Wilmington Trust, National Association, as Collateral Agent	
Street Address:	50 SOUTH SIXTH STREET	
Internal Address:	SUITE 1290	
City:	MINNEAPOLIS	
State/Country:	MINNESOTA	
Postal Code:	55402	
Entity Type:	National Banking Association: UNITED STATES	

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	6172829	VYNTUS
Registration Number:	6211340	VYAIRE
Registration Number:	5848992	PURESOM
Registration Number:	6590749	LTV2
Registration Number:	6646983	AIRLIFE DUOTHERM

CORRESPONDENCE DATA

Fax Number: 2124552502

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: 2124552592 Email: imull@stblaw.com **Correspondent Name:** Courtney Welshimer Address Line 1: 425 Lexington Avenue

Address Line 4: New York, NEW YORK 10017

> **TRADEMARK** REEL: 007751 FRAME: 0480

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ATTORNEY DOCKET NUMBER:	002858/0006
NAME OF SUBMITTER:	J. Jason Mull
SIGNATURE:	/J. Jason Mull/
DATE SIGNED:	06/14/2022

Total Attachments: 5

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TRADEMARK REEL: 007751 FRAME: 0481

SECOND LIEN TRADEMARK SECURITY AGREEMENT

This SECOND LIEN TRADEMARK SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Short Form IP Security Agreement") dated June 6, 2022, is made by Vyaire Medical, Inc., a Delaware corporation, SensorMedics Corporation, a California corporation, Vyaire Medical 203, Inc. (f/k/a CareFusion 203, Inc.), a Delaware corporation, and Vyaire Medical Consumables LLC, a Delaware limited liability company (each, a "Grantor" and, collectively, the "Grantors") in favor of Wilmington Trust, National Association, as Collateral Agent (the "Collateral Agent") for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement and the Security Agreement referred to therein.

WHEREAS, Vyaire Company, Vyaire Medical, Inc. (the "<u>U.S. Borrower</u>"), Vyaire Finance B.V. (the "<u>Dutch Borrower</u>", collectively with the U.S. Borrower, the "<u>Borrowers</u>"), Wilmington Trust, National Association, as Administrative Agent and Collateral Agent (the "<u>Administrative Agent</u>"), and each lender from time to time party thereto (collectively, the "<u>Lenders</u>" and, individually, a "<u>Lender</u>") have entered into the second lien Credit Agreement dated April 16, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "<u>Credit Agreement</u>"), pursuant to which the Lenders have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Credit Agreement.

WHEREAS, in connection with the Credit Agreement, each Grantor has entered into the Security Agreement dated April 16, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in order to induce the Lenders to extend credit.

WHEREAS, under the terms of the Security Agreement, each Grantor has granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of such Grantor, and has agreed as a condition thereof to execute this Short Form IP Security Agreement for recording with the U.S. Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. <u>Grant of Security</u>. Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in all of such Grantor's right, title and interest in and to the following (the "Collateral") United States registered Trademarks (as defined in the Security Agreement) and Trademarks for which United States applications are pending set forth in Schedule A hereto.

SECTION 2. <u>Recordation</u>. This Short Form IP Security Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The Grantors authorize and request that the Commissioner for Trademarks record this Short Form IP Security Agreement.

SECTION 3. Execution in Counterparts. This Short Form IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 4. Grants, Rights and Remedies. This Short Form IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement,

TRADEMARK REEL: 007751 FRAME: 0482 the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Short Form IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 5. <u>Governing Law</u>. This Short Form IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 6. Severability. In case any one or more of the provisions contained in this Short Form IP Security Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

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IN WITNESS WHEREOF, each Grantor has caused this Short Form IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

VYAIRE MEDICAL, INC.,

as a Grantor

By:

Name: John T. Bibb

Title: Executive Vice President, Chief Legal Officer and Secretary

SENSORMEDICS CORPORATION,

as a Grantor

Bv:

Name: John T. Bibb

Title: President and Secretary

VYAIRE MEDICAL 203, INC.,

as a Grantor

By:

Name: John T. Bibb

Title: President and Secretary

VYAIRE MEDICAL CONSUMABLES LLC.

as a Grantor

By:

Name: John T. Bibb

Title: President and Secretary

WILMINGTON TRUST, NATIONAL ASSOCIATION,

as Collateral Agent

Name: Teisha Wright Title: Vice President

SCHEDULE A

United States Trademarks and Trademark Applications

	Owner	Trademark	Appl. No. Filing Date	Reg. No. Reg. Date
1.	Vyaire Medical, Inc.	VYNTUS	88623865 09/19/2019	6172829 10/13/2020
2.	Vyaire Medical, Inc.	VYAIRE	87121955 07/30/2016	6211340 12/01/2020
3.	SensorMedics Corporation	PURESOM	88141396 10/03/2018	5848992 09/03/2019
4.	Vyaire Medical 203, Inc. (f/k/a CareFusion 203, Inc.)	LTV2	87856292 03/29/2018	6590749 12/14/2021
5.	Vyaire Medical Consumables LLC	AIRLIFE DUOTHERM	88697231 11/18/2019	6646983 02/15/2022

Schedule A-1

RECORDED: 06/14/2022

TRADEMARK REEL: 007751 FRAME: 0486