

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM794457

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ALLIED HEALTHCARE PRODUCTS, INC.		03/14/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	STERLING COMMERCIAL CREDIT, LLC		
Street Address:	10559 Citation Dr., Suite 204		
City:	Brighton		
State/Country:	MICHIGAN		
Postal Code:	48116		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 18			
Property Type	Number	Word Mark	
Registration Number:	4138244	CARBO2LIME	
Registration Number:	4138242	CONNECT2	
Registration Number:	3294800	IMPACT	
Registration Number:	3005789	ADVANTAGE	
Registration Number:	2925420	XTRA	
Registration Number:	3861443	LITHOLYME	
Registration Number:	2813716	SURGEX	
Registration Number:	3018978	ALLIED	
Registration Number:	3018979	ALLIED HEALTHCARE PRODUCTS INC.	
Registration Number:	963737	CHEMETRON	
Registration Number:	3575802	GOMCO	
Registration Number:	1831236	HDX BACKBOARD	
Registration Number:	0680857	LIF-O-GEN	
Registration Number:	2166331	OPTIVAC	
Registration Number:	0692888	OXEQUIP	
Registration Number:	1865688	SCHUCO	
Registration Number:	1691333	TIMETER	
Registration Number:	1431001	VACUTRON	

CH \$465.00 4138244

CORRESPONDENCE DATA**Fax Number:**

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.

Email: kareem.ansley@blankrome.com**Correspondent Name:** KAREEM ANSLEY**Address Line 1:** BLANK ROME LLP**Address Line 2:** 717 TEXAS AVENUE, SUITE 1400**Address Line 4:** HOUSTON, TEXAS 77002**ATTORNEY DOCKET NUMBER:** 164656-01003**NAME OF SUBMITTER:** Kareem Ansley**SIGNATURE:** /Kareem Ansley/**DATE SIGNED:** 03/14/2023**Total Attachments: 8**

source=IP Security Agreement (Sterling-Allied)#page1.tif

source=IP Security Agreement (Sterling-Allied)#page2.tif

source=IP Security Agreement (Sterling-Allied)#page3.tif

source=IP Security Agreement (Sterling-Allied)#page4.tif

source=IP Security Agreement (Sterling-Allied)#page5.tif

source=IP Security Agreement (Sterling-Allied)#page6.tif

source=IP Security Agreement (Sterling-Allied)#page7.tif

source=IP Security Agreement (Sterling-Allied)#page8.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (the "Agreement") made as of this 14th day of March, 2023 by ALLIED HEALTHCARE PRODUCTS, INC., a Delaware corporation ("Grantor"), in favor of STERLING COMMERCIAL CREDIT, LLC, a Delaware limited liability company, as lender (together with its successors and assigns, the "Lender"):

W I T N E S S E T H

WHEREAS, Grantor and Lender (as successor to Summit Financial Resources, LLC) are parties to a certain Loan and Security Agreement dated February 27, 2017, as amended by that certain First Amendment to Loan and Security Agreement dated April 16, 2018, that certain Second Amendment to Loan and Security Agreement dated April 24, 2019, that certain Third Amendment to Loan and Security Agreement dated December 18, 2020, that certain Fourth Amendment to Loan and Security Agreement dated October 7, 2021, that certain Fifth Amendment to Loan and Security Agreement dated June 13, 2022, that certain Sixth Amendment to Loan and Security Agreement dated January 30, 2023, that certain Seventh Amendment to Loan and Security Agreement effective as of February 19, 2023, that certain Eighth Amendment to Loan and Security Agreement effective as of March 8, 2023, and that certain Ninth Amendment to Loan and Security Agreement and Forbearance dated as of March 14, 2023 (as amended and as the same may be further amended, restated, supplemented or modified from time to time, the "Loan Agreement"), providing for the extensions of credit to be made to Grantor by Lender; and

WHEREAS, Grantor has granted to Lender a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks, copyrights, and patents, together with the goodwill of the business symbolized by Grantor's trademarks, patents and copyrights and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Loan Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated in their entirety by this reference. All terms capitalized but not otherwise defined herein shall have the same meanings ascribed to them in the Loan Agreement.

2. Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Lender a continuing security interest in Grantor's entire right, title and interest in and to the following:

- (i) each trademark, patent and copyright of Grantor, whether now owned or existing or hereafter created, acquired or arising, including without limitation such trademark, patents and copyrights listed on Schedule 1 annexed hereto, (such trademarks, patents and copyrights, the "Trademarks", "Patents" and "Copyrights") together with any

reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Patent and Copyright; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, Patent or Copyright, or (b) injury to the goodwill associated with any trademark.

3. Representations and Warranties. Grantor hereby represents and warrants that the Trademarks, Patents and Copyrights listed on Schedule I attached hereto constitute all trademarks, patents and copyrights owned or registered to Grantor as of the date hereof.

4. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF MICHIGAN APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED THEREIN WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES. FURTHER, THE LAW OF THE STATE OF MICHIGAN SHALL APPLY TO ALL DISPUTES OR CONTROVERSIES ARISING OUT OF OR CONNECTED TO OR WITH THIS AGREEMENT WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES.

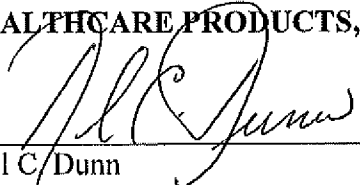
5. CONSENT TO JURISDICTION; WAIVER OF JURY TRIAL. Grantor acknowledges that by execution and delivery of this Agreement, Grantor has transacted business in the State of Michigan, and Grantor voluntarily submits to, consents to, and waives any defense to the jurisdiction of courts located in the State of Michigan as to all matters relating to or arising from the Loan Documents and/or the transactions contemplated thereby. EXCEPT AS EXPRESSLY AGREED IN WRITING BY LENDER, THE STATE AND FEDERAL COURTS LOCATED IN THE STATE OF BALTIMORE COUNTY, MICHIGAN SHALL HAVE SOLE AND EXCLUSIVE JURISDICTION OF ANY AND ALL CLAIMS, DISPUTES, AND CONTROVERSIES, ARISING UNDER OR RELATING TO THIS AGREEMENT AND/OR THE TRANSACTIONS CONTEMPLATED HEREBY. NO LAWSUIT, PROCEEDING, OR ANY OTHER ACTION RELATING TO OR ARISING UNDER THIS AGREEMENT AND/OR THE TRANSACTIONS CONTEMPLATED HEREBY MAY BE COMMENCED OR PROSECUTED IN ANY OTHER FORUM EXCEPT AS EXPRESSLY AGREED IN WRITING BY LENDER.

6. GRANTOR HEREBY IRREVOCABLY WAIVES ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, CLAIM OR COUNTERCLAIM, WHETHER IN CONTRACT OR IN TORT AT LAW OR IN EQUITY, ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE OTHER LOAN DOCUMENTS

[signature page follows]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

ALLIED HEALTHCARE PRODUCTS, INC.

By: 
Name: Daniel C. Dunn
Title: Chief Financial Officer

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 008003 FRAME: 0399

Agreed and Accepted
as of the date first written above:

STERLING COMMERCIAL CREDIT, LLC,
as Lender


By: 
Name: Greg Boller
Title: Chief Credit Officer

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 008003 FRAME: 0400

SCHEDULE 1

TRADEMARK REGISTRATIONS

Mark	Mark Image	Jurisdiction	Owner	Reg. Date (App. Date)	Reg. No. (App. No.)	Status
CARBO2LIME		USA	Allied Healthcare Products, Inc.	05/08/2012	4138244	Live
CONNECT2	CONNECT2	USA	Allied Healthcare Products, Inc.	05/08/2012	4138242	Live
IMPACT	IMPACT	USA	Allied Healthcare Products, Inc.	12/18/2007	3294800	Live
ADVANTAGE	ADVANTAGE	USA	Allied Healthcare Products, Inc.	10/11/2005	3005789	Live
XTRA	XTRA	USA	Allied Healthcare Products, Inc.	02/08/2005	2925420	Live
LITHOLYME	LITHOLYME	USA	Allied Healthcare Products, Inc.	10/12/2010	3861443	Live
SURGEX	SURGEX	USA	Allied Healthcare Products, Inc.	02/10/2004	2813716	Live

Mark	Mark Image	Jurisdiction	Owner	Reg. Date (App. Date)	Reg. No. (App. No.)	Status
ALLIED	ALLIED	USA	Allied Healthcare Products, Inc.	11/29/2005	3018978	Live
ALLIED HEALTHCARE PRODUCTS INC.	ALLIED HEALTHCARE PRODUCTS INC.	USA	Allied Healthcare Products, Inc.	11/29/2005	3018979	Live
CHEMETRON	CHEMETRON	USA	Allied Healthcare Products, Inc.	07/10/1973	963737	Live
GOMCO	GOMCO	USA	Allied Healthcare Products, Inc.	02/17/2009	3575802	Live
HDX BACKBOARD	HDX BACKBOARD	USA	Allied Healthcare Products, Inc.	04/19/1994	1831236	Live
LIF-O-GEN	LIF-O-GEN	USA	Allied Healthcare Products, Inc.	06/23/1959	0680857	Live
OPTIVAC	OPTIVAC	USA	Allied Healthcare Products, Inc.	06/16/1998	2166331	Live
OXEQUIP	OXEQUIP	USA	Allied Healthcare Products, Inc.	02/09/1960	0692888	Live
SCHUCCO	SCHUCCO	USA	Allied Healthcare Products, Inc.	12/06/1994	1865688	Live

TRADEMARK
REEL: 008003 FRAME: 0402

Mark	Mark Image	Jurisdiction	Owner	Reg. Date (App. Date)	Reg. No. (App. No.)	Status
TIMETER	TIMETER	USA	Allied Healthcare Products, Inc.	06/09/1997	1691333	Live
VACUTRON	VACUTRON	USA	Allied Healthcare Products, Inc.	03/03/1987	1431001	Live

TRADEMARK
REEL: 008003 FRAME: 0403

PATENTS

Patent Name	Jurisdiction	Inventor Name	Publication Date	Patent No. (App. No.)
Carbon dioxide absorbent	USA	John Robinson; et. al	06/01/2010	US-7727309-B2
Carbon dioxide absorbent	USA	John Robinson; et. al	09/04/2008	US-20080210091-A1
Portable carbon dioxide absorption system	USA	Andrew D. Riley	12/15/2020	US-10864480-B2
Portable carbon dioxide absorption system	USA	Andrew D. Riley	12/31/2019	US-10518214-B2
Motor with integral controller	USA	Roger P. Murry; et al.	10/27/1992	US-5159218-A
High Temperature solution growth of barium borate (beta.-BaB.sub.2 O.sub.4)	USA	Delvin M. Gualtieri; et al.	06/05/1990	US-4931133-A
Ventilation system	USA	Earl Refsland; et al.	05/18/2021	US-11007334-B2
Ventilation system	USA	Earl Refsland; et al.	12/27/2016	US-9526853-B2
Shutting by-pass compressor apparatus	USA	Kevin Kroupa; et al.	05/05/2015	US-9022746-B2
VENTILATOR APPARATUS	USA	Kevin D. Kroupa	06/26/2014	US-20140174443-A1
Ventilator apparatus	USA	Kevin D. Kroupa	02/25/2014	US-8656913-B2

Patent Name	Jurisdiction	Inventor Name	Publication Date	Patent No. (App. No.)
SHUTTLING BY-PASS COMPRESSOR APPARATUS	USA	Kevin Kroupa; et al.	03/14/2013	US-20130064687-A1
MULTIPLE VALVE HEAD COMPRESSOR APPARATUS	USA	Kevin Kroupa; et al.	03/07/2013	US-20130055887-A1
VENTILATION SYSTEM	USA	Earl Refsland; et al.	03/15/2012	US-20120060840-A1
Surge prevention device	USA	Kevin D. Kroupa; et al.	05/12/2009	US-7530365-B2
Ventilator apparatus	USA	Kevin D. Kroupa	12/11/2008	US-20080302363-A1
Mask restraining system	USA	Kevin D. Kroupa; et al.	09/20/2007	US-20070215158-A1
Monitoring system	USA	Kevin D. Kroupa; et al.	05/10/2007	US-20070103290-A1
Monitoring system	USA	Kevin D. Kroupa; et al.	04/26/2007	US-20070091818-A1
Surge prevention device	USA	Kevin D. Kroupa; et al.	02/13/2007	US-7174909-B2
Surge prevention device	USA	Kevin D. Kroupa; et al.	10/31/2006	US-7128080-B2
Bag mask resuscitator	USA	Kevin D. Kroupa; et al.	08/31/2006	US-20060191536-A1
Backboard	USA	Kevin D. Kroupa	10/18/2005	US-6954952-B1
Surge prevention device	USA	Kevin D. Kroupa; et al.	06/28/2005	US-6910504-B2
Surge prevention device	USA	Kevin D. Kroupa; et al.	06/07/2005	US-6901962-B2
Surge prevention device	USA	Gabriel S. Kohn; et al.	09/23/2003	US-6622743-B1
Pressure regulator with gauge	USA	Gabriel S. Kohn; et al.	11/20/2001	US-6318407-B1
Gauge protector	USA	Jeffery Alan Miller; et al.	07/11/2000	US-6085597-A

Copyrights

None.