

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM815578

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	Partial Termination and Release of Security Interest recorded at 7751/0468, 6/14/2022.		
RESUBMIT DOCUMENT ID:	900770232		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bank of America, N.A.		05/01/2023	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Vyair Medical Consumables LLC		
Street Address:	26125 N. Riverwoods Blvd.		
City:	Mettawa		
State/Country:	ILLINOIS		
Postal Code:	60045		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	6646983	AIRLIFE DUOTHERM	
CORRESPONDENCE DATA			
Fax Number:	2024083141		
<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>			
Phone:	2024083141		
Email:	jean.paterson@cscglobal.com		
Correspondent Name:	CSC		
Address Line 1:	1090 Vermont Avenue, NW		
Address Line 4:	Washington, D.C. 20005		
NAME OF SUBMITTER:	Jean Paterson		
SIGNATURE:	/jep/		
DATE SIGNED:	06/07/2023		
Total Attachments: 4			
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**PARTIAL TERMINATION AND RELEASE OF SECURITY INTEREST IN
TRADEMARK RIGHTS**

This PARTIAL TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Termination and Release") dated as of May 1, 2023, is made by Bank of America, N.A., as Collateral Agent for the Secured Parties (in such capacity and together with successors in such capacity, the "Collateral Agent"), in favor of Vyaire Medical Consumables LLC, a Delaware limited liability company (the "Grantor").

WITNESSETH:

WHEREAS, pursuant to (a) the First Lien Credit Agreement, dated April 16, 2018, among Vyaire Company, Vyaire Medical, Inc., Vyaire Finance B.V., Bank of America, N.A., as Administrative Agent, Collateral Agent, L/C Issuer and Swing Line Lender, and each lender from time to time party thereto (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), (b) the Security Agreement, dated as of April 16, 2018, among the Grantor, the other grantors from time to time party thereto and the Collateral Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), and (c) the First Lien Trademark Security Agreement, dated as of June 6, 2022, by and between Grantor and the Collateral Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement"), the Grantor granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest (the "Security Interest") in, among other things, all of Grantor's right, title and interest in and to the United States Trademarks set forth in Schedule A attached to the Trademark Security Agreement (the "Trademark Collateral");

WHEREAS, the Trademark Security Agreement was recorded in the United States Patent and Trademark Office on June 14, 2022 at Reel 7751 and Frame 0468;

WHEREAS, the Trademark Collateral included, among other things, the Trademarks of Grantor listed on Schedule I attached hereto (the "Released Trademark Collateral");

WHEREAS, the Grantor has requested and the Collateral Agent has agreed to execute and deliver this Termination and Release to evidence the termination and release of the entirety of the Collateral Agent's Security Interest in the Released Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Collateral Agent hereby states as follows:

1. Definitions. Capitalized terms used in this Termination and Release and not otherwise defined herein have the meanings specified in the Trademark Security Agreement or the Credit Agreement, as applicable.

2. Release of Security Interest in Released Trademark Collateral. The Collateral Agent, without recourse, representation or warranty, does hereby evidence and confirm the termination, relinquishment, release, discharge and cancellation of any and all of its Security Interest in the Released Trademark Collateral, together with the goodwill of the business symbolized thereby, and any right, title or interest of the Collateral Agent in the Released Trademark Collateral shall hereby cease and become void. If and to the extent that the Collateral Agent has acquired any right, title or interest in and to the Released Trademark Collateral, the Collateral Agent hereby re-transfers, re-conveys, and re-assigns such right, title or interest to the Grantor.

3. Partial Release. This Termination and Release is applicable only and solely with respect to the Released Trademark Collateral and to no other Trademark Collateral arising under the Trademark Security Agreement. Except as expressly modified hereby, the Trademark Security Agreement and the Credit Agreement shall remain in full force and effect, each in accordance with the provisions thereof on the date thereof.

4. Further Assurances. Upon the request of Grantor, the Collateral Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest in the Released Trademark Collateral contemplated hereby. The Collateral Agent hereby authorizes and requests that the Commissioner for Trademarks of the United States Patent and Trademark Office record this Termination and Release

5. Governing Law. This Termination and Release shall be governed by, and construed in accordance with, the laws of the State of New York.

6. Execution in Counterparts. This Termination and Release 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.

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[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

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

Bank of America, N.A., as Collateral Agent

By: 
Name: Felicia Brinson
Title: Assistant Vice President

SCHEDULE I

United States Trademark Applications and Registrations

Owner	Trademark	Appl. No. Filing Date	Reg. No. Reg. Date
Vyaire Medical Consumables LLC	AIRLIFE DUOTHERM	88/697,231 11/18/2019	6,646,983 02/15/2022