

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM522836

<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>
CIEL MEDICAL, INC.		05/03/2019	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	WILMINGTON TRUST, NATIONAL ASSOCIATION		
<b>Street Address:</b>	50 SOUTH SIXTH STREET, SUITE 1290		
<b>City:</b>	MINNEAPOLIS		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55402		
<b>Entity Type:</b>	NATIONAL ASSOCIATION: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4933311	NEMO GAUGE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6508385109		
<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>	650-838-3743		
<b>Email:</b>	JLIK@SHEARMAN.COM		
<b>Correspondent Name:</b>	MARC ELZWEIG		
<b>Address Line 1:</b>	1460 EL CAMINO REAL, 2ND FLOOR		
<b>Address Line 2:</b>	SHEARMAN & STERLING LLP		
<b>Address Line 4:</b>	MENLO PARK, CALIFORNIA 94025		
<b>ATTORNEY DOCKET NUMBER:</b>	41474/4		
<b>NAME OF SUBMITTER:</b>	MARC ELZWEIG		
<b>SIGNATURE:</b>	/MARC ELZWEIG/		
<b>DATE SIGNED:</b>	05/09/2019		
<b>Total Attachments: 5</b>			
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CH \$40.00 4933311



SHORT FORM  
TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Short Form IP Security Agreement”) dated May 3, 2019, is made by Ciel Medical, Inc., a Delaware corporation, (the “Grantor”) 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 Note Purchase Agreement and the Security Agreement referred to therein.

WHEREAS, Vyair Company, Vyair Medical, Inc. (the “U.S. Issuer”), Vyair Finance B.V. (the “Dutch Issuer”, collectively with the U.S. Issuer, the “Issuers”), Wilmington Trust, National Association as Notes Agent and Collateral Agent (the “Notes Agent”) and each purchaser from time to time party thereto (collectively, the “Purchasers” and, individually, a “Purchaser”) have entered into the Note Purchase Agreement dated May 3, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Note Purchase Agreement”), pursuant to which the Purchasers have agreed to purchase the Notes.

WHEREAS, in connection with the Note Purchase Agreement, the Grantor has entered into the Security Agreement dated May 3, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in order to induce the Purchasers to purchase Notes.

WHEREAS, under the terms of the Security Agreement, the 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 the Grantor, and has agreed as a condition thereof to execute this Short Form IP Security Agreement for recording with the United States Patent and Trademark Office.

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

SECTION 1. Grant of Security. The 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 United States “Trademarks” (meaning all right, title, and interest in and to the following: (i) all trademarks (including service marks), trade names, trade dress, and domain names, and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing; and (ii) all renewals of the foregoing) set forth in Schedule A hereto, together with all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past and future infringements, dilutions, misappropriations, violations or breaches thereof, and all rights to sue for past, present, and future infringements, dilutions, misappropriations, violations or breaches thereof; provided that, notwithstanding anything to the contrary in this Short Form IP Security Agreement, this Short Form IP Security Agreement shall not constitute a grant of a security interest in any Excluded Assets (as defined in the Note Purchase Agreement) for so long as such property constitutes Excluded Assets (collectively, the “Collateral”).

SECTION 2. Recordation. This Short Form IP Security Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The Grantor authorizes and requests 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. The 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, 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. Governing Law. 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.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, the 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.

**CIEL MEDICAL, INC.,**  
as Grantor

By: \_\_\_\_\_

Name: Joseph Busky

Title: Chief Financial Officer and Treasurer

[Signature Page to Trademark Security Agreement – Ciel Medical, Inc.]


**TRADEMARK**  
**REEL: 006641 FRAME: 0695**

**WILMINGTON TRUST, NATIONAL  
ASSOCIATION,**  
as Collateral Agent

By: \_\_\_\_\_

Name:

Title:

  
Jeffery Rose  
Vice President

SCHEDULE A

United States Trademarks and Trademark Applications

<b>Trademark</b>	<b>Registered Owner</b>	<b>Application Number</b>	<b>Registration Number</b>
NEMO GAUGE	Ciel Medical	86/388,290	4,933,311