

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM817932

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Beyond Air, Inc.		06/15/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	AVENUE CAPITAL MANAGEMENT II, L.P.		
Street Address:	11 West 42nd Street, 9th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	6283949	LUNGFIT	
Registration Number:	6154505	THE MAGIC OF BREATHING	
Registration Number:	6092333	BEYOND AIR	
Registration Number:	6092386	BEYOND AIR	
Serial Number:	88497890	LUNGCRAFT	
Serial Number:	88497810	IONIZER	
Serial Number:	90501580	ALL YOU NEED IS AIR	
Serial Number:	88480076	BEYOND AIR, INC.	
Serial Number:	90254636	NOTHING BUT AIR	
Serial Number:	90295391	BEYOND CANCER	
Serial Number:	97083036	LUNGFLEX	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2023704750		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Rodney Boulware		
Address Line 1:	1025 Connecticut Ave NW, Suite 712		
Address Line 2:	COGENCY GLOBAL INC.		

OP \$290.00 6283949

Address Line 4:	Washington, D.C. 20036
ATTORNEY DOCKET NUMBER:	2029682 TM
NAME OF SUBMITTER:	Yvette Stohler
SIGNATURE:	/Yvette Stohler/
DATE SIGNED:	06/16/2023
Total Attachments: 9 source=Avenue - Beyond Air - IP Security Agreement [Executed] (6.2023)#page1.tif source=Avenue - Beyond Air - IP Security Agreement [Executed] (6.2023)#page2.tif source=Avenue - Beyond Air - IP Security Agreement [Executed] (6.2023)#page3.tif source=Avenue - Beyond Air - IP Security Agreement [Executed] (6.2023)#page4.tif source=Avenue - Beyond Air - IP Security Agreement [Executed] (6.2023)#page5.tif source=Avenue - Beyond Air - IP Security Agreement [Executed] (6.2023)#page6.tif source=Avenue - Beyond Air - IP Security Agreement [Executed] (6.2023)#page7.tif source=Avenue - Beyond Air - IP Security Agreement [Executed] (6.2023)#page8.tif source=Avenue - Beyond Air - IP Security Agreement [Executed] (6.2023)#page9.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT**, dated as of June 15, 2023 (the "**Agreement**") between **AVENUE CAPITAL MANAGEMENT II, L.P.**, as administrative and collateral agent ("**Agent**") and **BEYOND AIR, INC.**, a Delaware corporation ("**Grantor**") is made with reference to the Loan and Security Agreement, dated as of June 15, 2023 (as amended from time to time, the "**Loan Agreement**"), by and among Grantor, Agent and the lenders from time to time party thereto (each, a "**Lender**" and collectively the "**Lenders**"). Terms defined in the Loan Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Loan Agreement, Grantor grants to Lender a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "**Intellectual Property Collateral**"):

(a) copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held (collectively, the "**Copyrights**"), including the Copyrights described in **Exhibit A**;

(b) trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Borrower connected with and symbolized by such trademarks (collectively, the "**Trademarks**"), including the Trademarks described in **Exhibit B**;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "**Patents**"), including the Patents described in **Exhibit C**;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "**Mask Works**");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Loan Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Loan Agreement, 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 Lender of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

New York law governs this Agreement without regard to principles of conflicts of law. Grantor and Agent each submit to the exclusive jurisdiction of the State and Federal courts in the State of New York or of the United States For the Southern District of New York; provided, however, that nothing in this Agreement shall be deemed to operate to preclude Agent from bringing suit or taking other legal action in any other jurisdiction to realize on any Intellectual Property Collateral or any other security for the Obligations, or to enforce a judgment or other court order in favor of Agent. Grantor expressly submits and consents in advance to such jurisdiction in any action or suit commenced in any such court, and Grantor hereby waives any objection that it may have based upon lack of personal jurisdiction, improper venue, or forum non conveniens and hereby consents to the granting of such legal or equitable relief as is deemed appropriate by such court.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:

BEYOND AIR, INC., a Delaware corporation

DocuSigned by:

By: 1EF9CF453003414...

Name: Steve Lisi

Title: Chief Executive Officer

Address for Notices:

Attn: Steve Lisi, Chief Executive Officer
900 Stewart Avenue, Suite 301
Garden City, New York 11530
Email: slisi@beyondair.net

AGENT:

AVENUE CAPITAL MANAGEMENT II, L.P.

By: Avenue Capital Management II GenPar, LLC

Its: General Partner

By: _____

Name: Sonia Gardner

Title: Authorized Signatory

Address for Notices:

Attn: Todd Greenbarg
11 West 42nd Street, 9th Floor
New York, New York 10036
Tel: (212) 878-3523

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:

BEYOND AIR, INC., a Delaware corporation

By: _____

Name: Steve Lisi

Title: Chief Executive Officer

Address for Notices:

Attn: Steve Lisi, Chief Executive Officer
900 Stewart Avenue, Suite 301
Garden City, New York 11530
Email: slisi@beyondair.net

AGENT:

AVENUE CAPITAL MANAGEMENT II, L.P.

By: Avenue Capital Management II GenPar, LLC

Its General Partner

By: _____

Name: Sanja Gardner

Title: Authorized Signatory

Address for Notices:

Attn: Todd Greenberg
11 West 42nd Street, 9th Floor
New York, New York 10036
Tel: (212) 878-3523

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

DMS 26283248

TRADEMARK
REEL: 008102 FRAME: 0597

EXHIBIT A
COPYRIGHTS

None.

EXHIBIT B
TRADEMARKS

Please Check if No Trademarks Exist

<u>Mark / Title:</u>	<u>U.S. Serial Number:</u>	<u>U.S. Registration Number:</u>	<u>Filing Date:</u>
LUNGFIT	88/497,856	6,283,949	7/2/2019
LUNGCRAFT	88/497,890	N/A	7/2/2019
IONIZER	88/497,810	Pending	7/2/2019
ALL YOU NEED IS AIR	90/501,580	Pending	2/1/2021
THE MAGIC OF BREATHING	88/481,795	6,154,505	6/20/2019
BEYOND AIR	88/480,049	6,092,333	6/19/2019
BEYOND AIR LOGO	88/505,494	6,092,386	7/9/2019
BEYOND AIR, INC.	88/480,076	Pending	6/19/2019
NOTHING BUT AIR	90/254,636	Pending	10/14/2020
BEYOND CANCER	90/295,391	Pending	11/3/2020
LUNGFLEX	97/083,036	Pending	10/20/2021

EXHIBIT C**PATENTS**Please Check if No Patents Exist

<u>Title:</u>	<u>Patent Number:</u>	<u>Application Serial Number:</u>	<u>Issued Or Published?</u>	<u>Issue Date:</u>
Inhalation of NO	Pending	17/391,284	Pending	Pending
Inhalation of NO	Pending	17/587,170	Pending	Pending
Filter Cartridge	Pending	29783549	Pending	Pending
METHODS AND APPARATUSES FOR TREATING TUMORS USING GASEOUS NITRIC OXIDE	Pending	62/939,975	Pending	Pending
METHODS AND APPARATUSES FOR TREATING TUMORS USING GASEOUS NITRIC OXIDE	Pending	62/963,849	Pending	Pending
METHODS AND APPARATUSES FOR TREATING TUMORS USING GASEOUS NITRIC OXIDE	Pending	62/982,817	Pending	Pending
METHODS AND APPARATUSES FOR TREATING TUMORS USING GASEOUS NITRIC OXIDE	Pending	62/985,611	Pending	Pending
METHODS AND APPARATUSES FOR TREATING TUMORS USING GASEOUS NITRIC OXIDE	Pending	63/027,120	Pending	Pending
METHODS AND APPARATUSES FOR TREATING	Pending	63/090,345	Pending	Pending

TUMORS USING GASEOUS NITRIC OXIDE				
TREATMENT OF PRIMARY AND/OR SECONDARY LUNG TUMORS USING GASEOUS NITRIC OXIDE INHALATION	Pending	3172809	Pending	Pending
SYSTEM AND METHOD FOR DELIVERY OF GAS TO A TISSUE	11,524,127	17/620,696	Notice of allowance	Oct. 5, 2022
METHODS OF PRODUCING TUMOR VACCINES AND USES THEREOF	Pending	3174308	Pending	Pending
Nitric Oxide-Based Methods of Producing Tumor Vaccines and Uses Thereof	Pending	63/193,169	Pending	Pending
METHODS OF PRODUCING TUMOR VACCINES AND USES THEREOF	Pending	63/193,163	Pending	Pending
METHODS OF PRODUCING TUMOR VACCINES BY EX VIVO TREATMENT OF TUMOR CELLS AND USES OF SAID VACCINES	Pending	63/193,181	Pending	Pending
METHODS OF SELECTING TREATMENT FOR CANCER	Pending	63/317,133	Pending	Pending
TREATMENT OF CANCER USING A COMBINATION OF GASEOUS NITRIC OXIDE AND AN IMMUNE CHECKPOINT INHIBITOR AND IMMUNE	Pending	63/358,542	Pending	Pending

ADJUVANT				
CANCER TREATMENT USING GASEOUS NITRIC OXID AND PEMBROLIZUMAB	Pending	63/358540	Pending	Pending
Gaseous Nitric Oxid as a Sensitizing Treatment to Immune Checkpoint Modulators	Pending	63/358,547	Pending	Pending
METHODS AND APPARATUSES FOR DELIVERING GASEOUS NITRIC OXIDE TREATMENTS	Pending	63/399,183	Pending	Pending
SYSTEM AND METHOD FOR DELIVERY OF GAS TO A TISSUE	Pending	293336	Pending	Pending
METHODS EMPLOYING GASEOUS NITRIC OXIDE FOR INHIBITING TUMOR GROWTH	Pending	293337	Pending	Pending
TREATMENT OF PRIMARY AND/OR SECONDARY LUNG TUMORS USING GASEOUS NITRIC OXIDE INHALATION	Pending	301020	Pending	Pending