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Form PTO-1594
1-31-92

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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Sunrise Medical HHG Inc.

☐ Individuals ☐ Association
☐ General Partnership - ☐ Limited Partnership:
☒ Corporation - State: California
☐ Other:

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

2. Name and address of receiving party(ies):

Name: Bankers Trust Company
Internal Address:
Street Address: 130 Liberty Street
City: New York State: New York ZIP: 10006

☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☐ Corporation-
☒ Other - Collateral Agent

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☒ No
(Designations must be a separate document from Assignment)
Additional name(s) & address(es) attached? ☐ Yes ☒ No

3. Nature of conveyance:

☐ Assignment ☐ Merger
☒ Security Interest ☐ Change of Name
☐ Other -

Execution Date: December 13, 2000

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

Trademark Registration No.(s)\

Please see attached Schedule

1329420

Additional numbers attached? ☒ Yes ☐ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Brian Jaenicke, Legal Assistant
Internal Address: White & Case LLP

Street Address: 1155 Avenue of the Americas
City: New York State: NY ZIP: 10036

6. Total number of applications and registration involved: 116

7. Total fee (37 CFR 3.41): $ 2,915.00

☒ Enclosed
☒ Authorized to be charged to deposit account, in case of deficiency

8. Deposit account number:

23-1705 (in case of deficiency)

(Attach duplicate copy of this page if paying by deposit account)

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01 FC:481 40.00 OP
02 FC:482 2875.00 OP

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Brian T. Jaenicke
Name of Person Signing

Signature

1/24/01
Date

Total number of pages comprising cover sheet: 1

OMB No. 0651-0011 (exp. 4/94)

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Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

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SUNRISE MEDICAL HHG INC. - UNITED STATES TRADEMARKS

MARK	Country	Owner	Status	Number	Date	Classes	MST File
ADJUSTA-PAK	United States	HHG	REG	1,329,420	4/9/85	10	1-4754
AIREXCHANGE	United States	HHG	REG	2,176,666	7/28/98	12	1-4864
BIO FLOTE	United States	HHG	REG	922,863	10/26/71	10	1-4623
BIOGARD	United States	HHG	REG	1,345,906	7/2/85	10	1-4626
BREATHE EASY	United States	HHG	REG	2,194,554	10/13/98	20	1-4803
BREEZY	United States	HHG	REG	1,495,039	7/5/88	12	1-4681
BREEZY BASIC BY QUICKIE	United States	HHG	REG	2,123,746	12/23/97	12	1-4812
CAREMATE	United States	HHG	REG	1,995,884	8/20/96	6, 10, 11, 18, 19, 20	1-4775
COMBI	United States	HHG	REG	1,446,444	7/7/87	20	1-4670
CRUTCH-EZE	United States	HHG	REG	1,383,239	2/18/86	10	1-4765
DERMATECH	United States	HHG	REG	2,162,612	6/2/98	20	1-4631
DEVILBISS	United States	HHG	REG	1,745,662	1/12/93	10	1-1575
DEVILBISS	United States	HHG	REG	164,521	2/20/23	10	1-3982
DEVILBISS KIDS CLUB	United States	HHG	REG	1,871,284	1/3/95	16	1-2371
DEVILBISS KIDS CLUB	United States	HHG	REG	1,900,945	6/20/95	41	1-2294
DEVILBISS SERENITY	United States	HHG	APP	75/878,106	12/22/99	10	1-22032
DEVILBISS TRANSFILLER	United States	HHG	ITU	75/601,916	12/9/98	10	1-21042

MARK	Country	Owner	Status	Number	Date	Classes	MST File
DeVO2 (LOGO)	United States	HHG	REG	1,168,213	9/8/81	10	1-3983
DRM	United States	HHG	REG	1,955,076	2/6/96	10	1-3318
EGG CRATE	United States	HHG	REG	1,025,244	11/18/75	17	1-4632
EQUIPPED WITH ATTITUDE	United States	HHG	REG	1,976,381	5/28/96	12	1-5693
G & DESIGN	United States	HHG	REG	1,767,971	4/27/93	10	1-4747
GET OUT THERE	United States	HHG	REG	1,866,332	12/6/94	12	1-4691
GRANDEAIR	United States	HHG	REG	1,250,235	9/6/83	10	1-2779
GRANDTOUR	United States	HHG	REG	1,543,379	6/13/89	10	1-4769
GUARDIAN	United States	HHG	REG	1,531,825	3/28/89	10	1-4768
GUARDIAN	United States	HHG	REG	1,938,116	11/28/95	10, 12	1-4774
GUARDIAN & DESIGN	United States	HHG	REG	1,404,794	8/12/86	10	1-4766
GUARDLINE	United States	HHG	REG	763,613	1/21/64	10	1-4750
GUIDE-LINE	United States	HHG	REG	1,344,157	6/25/85	10	1-4757
GUS, THE GUARDIAN LION	United States	HHG	REG	1,686,228	5/12/92	10	1-4771
HEL-X	United States	HHG	ITU	75/576,082	10/23/98	7	1-20730
HELPING THE WORLD BREATHE EASIER	United States	HHG	REG	2,085,547	8/5/97	10	1-2114
HORIZON	United States	HHG	REG	2,004,768	10/1/96	10	1-2891
HOYER	United States	HHG	REG	1,785,317	8/3/93	9, 10	1-4780
HOYER PCS	United States	HHG	ITU	75/841,373	11/5/99	10	1-21857

TRADEMARK
REEL: 002221 FRAME: 0217

MARK	Country	Owner	Status	Number	Date	Classes	MST File
INDIGO	United States	HHG	REG	1,997,671	8/27/96	12	1-4743
JAY	United States	HHG	REG	1,280,761	6/5/84	20	1-4668
JAY	United States	HHG	REG	1,423,780	1/6/87	12	1-4667
JAY AIR	United States	HHG	ITU	76/121,369	9/1/00	12	1-22676
JAY DUO	United States	HHG	REG	1,998,739	9/3/96	12	1-4669
JAY FLOW	United States	HHG	REG	1,977,052	5/28/96	22	1-4671
JAY GS	United States	HHG	REG	1,777,792	6/22/93	12	1-4672
KAN SKI	United States	HHG	REG	1,549,295	7/25/89	28	1-4692
KID-KART	United States	HHG	REG	2,197,337	10/20/98	12	1-4974
LIMIT AND DESIGN	United States	HHG	REG	1,974,895	5/21/96	12	1-5692
MISCELLANEOUS DESIGN (Walker K Frame Configuration)	United States	HHG	APP	75/429,453	2/5/98	10	1-5746
NOTHING BEATS A QUICKIE	United States	HHG	REG	1,739,678	12/15/92	12	1-4683
OSD	United States	HHG	REG	1,881,232	2/28/95	10	1-2071
PERMANEB	United States	HHG	REG	2,074,443	6/24/97	10	1-3711
POWER SPRAY	United States	HHG	REG	1,926,355	10/10/95	10	1-1253
PRESTIGE	United States	HHG	REG	1,340,472	6/11/85	10	1-4756
PUFF PAK	United States	HHG	REG	1,035,708	3/16/76	10	1-4635
PULMO-AIDE	United States	HHG	REG	1,136,702	6/3/80	10	1-1406
PULMO-AIDE TRAVELER & DESIGN	United States	HHG	REG	1,650,058	7/9/91	10	1-1053

TRADEMARK
REEL: 002221 FRAME: 0218

MARK	Country	Owner	Status	Number	Date	Classes	MST File
PULMO-NEB	United States	HHG	REG	1,745,145	1/5/93	10	1-1567
PULMOMATE	United States	HHG	REG	1,926,352	10/10/95	10	1-2649
PULMOSONIC	United States	HHG	REG	1,996,216	8/20/96	10	1-3254
PULSAIR	United States	HHG	REG	1,380,255	1/28/86	10	1-2781
PULSEDOSE	United States	HHG	REG	1,926,354	10/10/95	10	1-2829
QTRONIX	United States	HHG	ITU	75/576,088	10/23/98	9	1-20729
QUICK ATTITUDE ADJUSTMENT	United States	HHG	REG	2,007,733	10/15/96	42	1-5694
QUICKIE	United States	HHG	REG	2,311,804	1/25/00	12	1-4673
QUICKIE	United States	HHG	ITU	75/655,947	3/8/99	28	1-21130
QUICKIE & DESIGN	United States	HHG	REG	1,394,805	5/27/86	12	1-4674
QUICKIE 2HP	United States	HHG	REG	1,809,033	12/7/93	12	1-4686
QUICKIE EX	United States	HHG	REG	1,914,787	8/29/95	12	1-4687
QUICKIE GP	United States	HHG	REG	1,809,031	12/7/93	12	1-4688
QUICKIE KIDZ AND DESIGN	United States	HHG	REG	1,927,669	10/17/95	12	1-4694
QUICKIE LX	United States	HHG	REG	2,003,312	9/24/96	12	1-4684
QUICKIE M6	United States	HHG	ITU	78/024,709	9/7/00	12	1-22684
QUICKIE MAGNA	United States	HHG	APP	78/008,704	5/18/00	12	1-22475
QUICKIE P100	United States	HHG	REG	1,688,367	5/19/92	12	1-4706
QUICKIE P190	United States	HHG	REG	2,003,196	9/24/96	12	1-4708
QUICKIE P210	United States	HHG	REG	1,971,424	4/30/96	12	1-4710

TRADEMARK
REEL: 002221 FRAME: 0219

MARK	Country	Owner	Status	Number	Date	Classes	MST File
QUICKIE P320	United States	HHG	REG	2,004,408	10/1/96	12	1-4712
QUICKIE PRS DESIGN	United States	HHG	REG	1,976,536	5/28/96	12	1-4713
QUICKIE REVOLUTION	United States	HHG	REG	1,944,257	12/26/95	12	1-4680
QUICKIE T45	United States	HHG	REG	2,028,514	1/7/97	12	1-4685
QUICKIE TI TITANIUM	United States	HHG	REG	1,711,533	9/1/92	12	1-4696
QUICKIE TRIUMPH	United States	HHG	REG	2,047,657	3/25/97	12	1-4697
QUIK-FIT & DESIGN	United States	HHG	REG	1,345,905	7/2/85	10	1-4758
QUIK-FOLD (STYLIZED)	United States	HHG	REG	1,365,406	10/15/85	10	1-4763
R2 & Design	United States	HHG	REG	2,385,691	9/12/00	12	1-21935
RED DOT	United States	HHG	REG	1,973,091	5/7/96	10	1-4773
RED-DOT & DESIGN	United States	HHG	REG	1,361,681	9/24/85	10	1-4761
SAFE-T-CANES	United States	HHG	REG	1,350,499	7/23/85	10	1-4760
SAFE-T-CRUTCHES	United States	HHG	REG	1,347,551	7/9/85	10	1-4759
SAFE-T-FLEX	United States	HHG	REG	1,340,470	6/11/85	10	1-4755
SAFE-T-GRIP	United States	HHG	REG	1,366,525	10/22/85	10	1-4764
SAFE-T-SETS	United States	HHG	REG	1,363,147	10/1/85	10	1-4762
SAFE-T-WALKER	United States	HHG	REG	868,722	4/29/69	10	1-4752
SCOOTA	United States	HHG	REG	1,893,935	5/16/95	7	1-4741
SCOOTA BUG	United States	HHG	REG	2,125,027	12/30/97	7	1-4742
SHADOW	United States	HHG	REG	1,720,106	9/29/92	12, 28	1-4698

TRADEMARK
REEL: 002221 FRAME: 0220

MARK	Country	Owner	Status	Number	Date	Classes	MST File
SHADOW MACH 2 & DESIGN	United States	HHG	REG	2,028,790	1/7/97	12	1-4699
SLAM'R	United States	HHG	REG	1,974,891	5/21/96	12	1-5691
SMART TRACK	United States	HHG	REG	2,029,288	1/7/97	9	1-3456
SNAPPY	United States	HHG	REG	2,089,601	8/19/97	12	1-4776
SOLAIRIS	United States	HHG	REG	2,082,256	7/22/97	10	1-3755
STRIDER (STYLIZED)	United States	HHG	REG	1,404,793	8/12/86	10	1-4767
SURVEYOR	United States	HHG	REG	2,001,124	9/17/96	10	1-3320
TECHPAK BY QUICKIE	United States	HHG	REG	2,127,182	1/6/98	12	1-4813
TILT MASTER	United States	HHG	REG	2,259,204	7/6/99	12	1-5874
TRI-CELL	United States	HHG	REG	2,150,300	4/14/98	6	1-4731
TRIAD	United States	HHG	REG	2,145,430	3/17/98	12	1-4676
ULTRA-NEB	United States	HHG	REG	1,440,523	5/26/87	10	1-3986
ULTRASONIC NEBULIZER & DESIGN	United States	HHG	REG	809,999	6/14/66	10	1-3984
UNI-POISE	United States	HHG	REG	851,974	7/2/68	10	1-4751
VACU-AIDE	United States	HHG	REG	2,022,104	12/10/96	10	1-3869
VISCOVERY	United States	HHG	APP	75/512,790	7/2/98	10	1-20492
WANDERAIR	United States	HHG	REG	1,267,005	2/14/84	10	1-2780
XTREME	United States	HHG	REG	2,090,118	8/19/97	12	1-4677
ZIPPIE	United States	HHG	REG	1,563,267	10/31/89	12	1-4701
ZIPPIE 2 & DESIGN	United States	HHG	REG	1,723,607	10/13/92	12	1-4703

TRADEMARK
REEL: 002221 FRAME: 0221

MARK	Country	Owner	Status	Number	Date	Classes	MST File
ZIPPIE P500 & DESIGN	United States	HHG	REG	1,761,236	3/30/93	12	1-4705

TRADEMARK
REEL: 002221 FRAME: 0222

GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency and receipt of which are hereby acknowledged, SUNRISE MEDICAL HHG INC., a California corporation (the "Assignor") with principal offices at 7477 E. Dry Creek Parkway, Longmont, CO 80503, hereby grants to Bankers Trust Company, as Collateral Agent, with principal offices at 130 Liberty Street, New York, New York 10006 (the "Assignee"), a continuing security interest in (i) all of Assignor's right, title and interest in, to and under Assignor's trademarks, trademark registrations, and trademark applications more particularly set forth on Schedule A attached hereto (the "Marks"), and all renewals thereof, together with (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

This GRANT OF SECURITY INTEREST is made to secure the satisfactory performance and payment of all the Obligations of the Assignor, as such term is defined in the Security Agreement among the Assignor, the other assignors from time to time party thereto and the Assignee, dated as of December 6, 2000 (as amended from time to time, the "Security Agreement") and shall be effective as of the date of the Security Agreement. Upon the termination of the Security Agreement pursuant to Section 10.9(a) of the Security Agreement, the Assignee shall, upon satisfaction, execute, acknowledge, and deliver to the Assignor an instrument in writing releasing the security interest in the Marks acquired under this Grant of Security Interest.

This Grant of Security Interest has been made in conjunction with the security interest granted to Assignee under the Security Agreement. The rights and remedies of the Assignee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant of Security Interest are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

* * *

IN WITNESS WHEREOF, the undersigned have executed this Grant of Security Interest as of the 13th day of December, 2000.

SUNRISE MEDICAL HHG INC.,
as Assignor

By _____
Name: John M. Radak
Title: Assistant Secretary

BANKERS TRUST COMPANY,
as Collateral Agent, and as Assignee

By _____
Name: SCOTTYE D. LINDSEY
Title: Vice President

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 12 day of December, 2000, before me personally came John M. Radak who, being duly sworn, did depose and say that he is Assistant Secretary of Sunrise Medical HHG Inc., that he is authorized to execute the foregoing Grant of Security Interest on behalf of said corporation and that he did so by authority of the Board of Directors of said corporation.

Notary Public

ADAM W. DECKER
Notary Public, State of New York
No. 01DE6045568
Qualified in New York County
Commission Expires July 31, 2002

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STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 12 day of December, 2000, before me personally came Scottye Lindsey who, being by me duly sworn, did state as follows: that he is Vice President of Bankers Trust Company, that he is authorized to execute the foregoing Grant of Security Interest on behalf of said corporation and that he did so by authority of the Board of Directors of said corporation.

Ana M Adsuar
Notary Public

AINA M. ADSUAR
Notary Public, State of New York
No. 01AD6051166
Qualified in New York County
Commission Expires Nov. 2, 2002

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