

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|------------------------|----------------|----------------|--------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | MORTGAGE | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Ferno-Washington, Inc. | | 12/08/2006 | CORPORATION: |

| | |
|----------------------|---------------------------------|
| RECEIVING PARTY DATA | |
| Name: | U. S. Bank National Association |
| Street Address: | 425 WALNUT STREET |
| City: | CINCINNATI |
| State/Country: | OHIO |
| Postal Code: | 45202 |
| Entity Type: | National Banking Association: |

PROPERTY NUMBERS Total: 9

| Property Type | Number | Word Mark |
|----------------------|----------|-------------|
| Registration Number: | 3116670 | AQUAPACER |
| Registration Number: | 3099150 | EZ-GLIDE |
| Registration Number: | 3088721 | POWERFLEXX |
| Registration Number: | 2784305 | FERNO MIR |
| Registration Number: | 2740549 | MEDKIDS |
| Registration Number: | 2890742 | PROFLEXX |
| Serial Number: | 78657155 | IV.NET |
| Serial Number: | 78826502 | ICS |
| Serial Number: | 78968938 | 24-MINIMAXX |

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|--|---------------------|
| CORRESPONDENCE DATA | |
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Correspondent Name: Sharon Shelton
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Address Line 4: Cincinnati, OHIO 45202-3957

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|-------------------------|-------------------|
| ATTORNEY DOCKET NUMBER: | FNA25-GN001(TM) |
| NAME OF SUBMITTER: | Sharon A. Shelton |
| Signature: | /sas/ |
| Date: | 12/12/2006 |

Total Attachments: 4
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**FIRST AMENDMENT TO THE AMENDED AND RESTATED
MORTGAGE OF INTELLECTUAL PROPERTY**

THIS FIRST AMENDMENT TO THE AMENDED AND RESTATED MORTGAGE OF INTELLECTUAL PROPERTY (this "**Amendment**") is made effective as of the 8th day of December, 2006, by and between **FERNO-WASHINGTON, INC.**, an Ohio corporation having its principal office and place of business at 70 Weil Way, Wilmington, Ohio 45177-9371 (the "**Mortgagor**"), and **U.S. BANK NATIONAL ASSOCIATION**, a national banking association (formerly known as Firststar Bank, National Association) whose address is 425 Walnut Street, Cincinnati, Ohio 45202 (the "**Mortgagee**").

R E C I T A L S

WHEREAS, the Mortgagor and the Mortgagee have entered into an Amended and Restated Mortgage of Intellectual Property dated as of June 23, 2003 (as amended, restated, supplemented, and/or renewed from time to time (including, but not limited to, as amended and supplemented by this Amendment), the "**Mortgage**");

WHEREAS, the Mortgagee has made Advances to the Mortgagor pursuant to the terms of the Third Amended and Restated Loan Agreement dated June 23, 2003; and

WHEREAS, the parties are entering into a Fourth Amended and Restated Loan Agreement as of December 8, 2006 (as amended, restated, supplemented, and/or renewed from time to time, the "**Agreement**").

WHEREAS, in connection therewith, the Mortgagor has requested that the Mortgagee agree to certain amendments to the Mortgage, and the Mortgagee is willing to agree to the amendments requested by the Mortgagor on the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and the mutual agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Amendments to the Mortgage.

(a) **Exhibit A** to the Mortgage is hereby amended to include the following additional issued patents and pending patent applications:

Issued Patents

| <u>Jurisdiction</u> | <u>Title</u> | <u>Patent No.</u> | <u>Registration Date</u> |
|---------------------|----------------------------|-------------------|--------------------------|
| USA | Multiple level roll-in cot | 7131151 | 11/07/06 |
| USA | Stair chair | D519064 | 4/18/06 |
| USA | Tactical stretcher | 6907632 | 6/21/05 |
| USA | Connecting device for | 6722812 | 4/20/04 |

| | | | |
|-----|---|---------|----------|
| | tubular frame members, particularly for stretcher | | |
| USA | Multiple level roll-in-cot | 6701545 | 3/09/04 |
| USA | Tilt-top mortuary cot | 6681424 | 1/27/04 |
| USA | Stair chair | 6644675 | 11/11/03 |

Pending Patent Applications

| <u>Title</u> | <u>Application Number</u> | <u>Application Date</u> |
|--|---------------------------|-------------------------|
| Folding antler bracket for an emergency vehicle | 60/837952 | 8/15/06 |
| Universal fastener for a variety of ambulance cots | 60/837390 | 8/11/06 |
| Flashlight holder for an emergency cot | 60/837026 | 8/11/06 |
| Positive lock for emergency cot | 60/821469 | 8/04/06 |
| Stair chair with an adjustable glide track resistance device and brake | 11/462064 | 8/03/06 |
| Locking mechanism for roll-in cot | 60/819412 | 7/07/06 |
| Roll-in chair cot with three cot height positions | 11/444238 | 5/31/06 |
| Mattress for an ambulance cot | 115796 | 5/10/06 |
| Cot height indicator | 11/409731 | 4/24/06 |
| Tactical stretcher | 90/007998 | 4/11/06 |
| Oxygen bottle carrier for use with x-frame ambulance cots | 60/784008 | 3/20/06 |
| Cot chair | 11/344878 | 2/01/06 |
| Electro hydraulically powered lift ambulance cot | 11/339972 | 1/26/06 |
| Ambulance cot | 11/340165 | 1/26/06 |
| Ambulance cot with kickstand | 11/331841 | 1/13/06 |
| Adjustable stretcher transporter | 10/529105 | 11/14/05 |
| Aquatic exercising and conditioning device | 11/134531 | 5/20/05 |
| Self-locking swivel castor wheels for roll-in cot | 05727752.7 | 3/14/05 |
| Pneumatically powered lift ambulance cot | 10/982483 | 11/05/04 |

(b) **Exhibit E** to the Mortgage is hereby amended to include the following additional registered trade marks and trade mark applications:

Registered Trade Marks

| <u>Mark</u> | <u>Registration Number</u> | <u>Registration Date</u> |
|-------------|----------------------------|--------------------------|
| AQUAPACER | 3116670 | 7/18/06 |
| EZ-GLIDE | 3099150 | 5/30/06 |
| POWERFLEXX | 3088721 | 5/02/06 |
| FERNO MIR | 2784305 | 11/18/03 |
| MEDKIDS | 2740549 | 7/22/03 |
| PROFLEXX | 2890742 | 11/05/04 |

Trade Mark Applications

| <u>Name</u> | <u>Country</u> | <u>Application No.</u> | <u>Application Date</u> |
|-------------|----------------|------------------------|-------------------------|
| FERNO | Chile | 728.012 | 5/02/06 |
| FERNO | Chile | 728.013 | 5/02/06 |
| FERNO | Chile | 728.017 | 5/02/06 |
| FERNO | India | 1289010 | 6/09/04 |
| IV.NET | US | 78/657155 | 6/23/05 |
| ICS | US | 78/826502 | 3/01/06 |
| 24-MINIMAXX | US | 78/968938 | 9/07/06 |

Section 2. Representations and Warranties. The Mortgagor hereby represents and warrants to the Mortgagee that:

(a) no default or Event of Default has occurred under the Mortgage and is continuing on and as of the date hereof;

(b) the representations and warranties of the Mortgagor contained in the Agreement and the other Loan Documents are true and correct on and as of the date hereof as if made on and as of the date hereof, except to the extent that such representations and warranties expressly relate to a different date; and

(c) the execution and delivery by the Mortgagor of this Amendment and the performance by the Mortgagor of all of its respective agreements and obligations under this Amendment, the Mortgage, and the other Loan Documents, respectively, are within the power and authority of the Mortgagor and have been duly authorized by all necessary action on the part of the Mortgagor, and the execution and delivery by the Mortgagor of this Amendment, and the performance by it of the transactions contemplated hereby, do not and will not contravene any term or condition set forth in any agreement or instrument to which the Mortgagor is a party or by which the Mortgagor is bound.

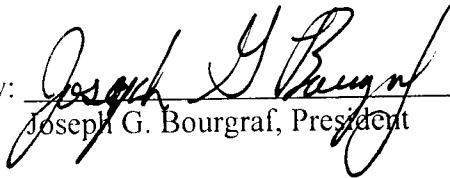
Section 3. Status of Loan Documents; Additional Representations and Warranties.

This Amendment is limited solely for the purposes and to the extent expressly set forth herein, and the terms, provisions, and conditions of the Loan Documents and the Liens granted under the Loan Documents shall continue in full force and effect and are hereby ratified and confirmed in all respects. The Mortgagor expressly reaffirms all of the Loan Documents and the debts and other obligations thereunder, the Mortgagor agrees that nothing contained herein shall operate to release the Mortgagor or any other person or entity from


liability to keep and perform the provisions, conditions, obligations, and agreements contained in the Loan Documents, except as may be herein modified, and the Mortgagor hereby reaffirms that each and every provision, condition, obligation, and agreement in such documents shall continue in full force and effect, except as may be herein modified. The validity, priority, and perfection of all security interests and other liens granted or created by the Loan Documents are hereby acknowledged and confirmed by the Mortgagor, and the Mortgagor agrees that such documents shall continue to secure the loans made to it by the Mortgagee and the other Obligations, as the same may be amended by this Amendment, without any change, loss, or impairment of the priority of such security interests or other liens. Capitalized terms used, but not defined, in this Amendment shall have the meanings provided in the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered by their respective duly authorized officers as of the date first written above.

FERNO-WASHINGTON, INC.,

By: 
Joseph G. Bourgraf, President

U.S. BANK NATIONAL ASSOCIATION

By: 
J. Kevin Brown, Vice President