

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Sunrise Medical Long Term Care Inc.		12/28/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc.
Street Address:	222 LaSalle Street
Internal Address:	16th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60601
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 31

Property Type	Number	Word Mark
Registration Number:	1603577	BIO CLINIC
Registration Number:	1345906	BIOGARD
Registration Number:	1613688	BIO THERAPY
Registration Number:	2893555	DERMAFLOAT
Registration Number:	2162612	DERMATECH
Registration Number:	1344452	EASY CARE
Registration Number:	1025244	EGG CRATE
Registration Number:	1680785	FREESTYLE
Registration Number:	1785317	HOYER
Registration Number:	3064498	HOYER ADVANCE
Registration Number:	3047038	HOYER ARISE
Registration Number:	3042845	HOYER PRESENCE
Registration Number:	2392194	IMPRINT

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Registration Number:	1024152	JOERNS
Registration Number:	0831139	MONO-TROL
Registration Number:	2192009	ONESOURCE
Registration Number:	1494984	ORTHO DERM
Registration Number:	3124947	ORTHODERM
Registration Number:	1436084	QUICK CHANGE 3 IN 1 BED SYSTEM
Registration Number:	2973747	SURGILIFT
Registration Number:	1441235	TABLE PLUS
Registration Number:	2404893	ULTRACARE
Registration Number:	2125025	VANTAGE
Serial Number:	78824838	ASCEND
Serial Number:	78620472	DUOTHERAPY
Serial Number:	78028069	
Serial Number:	78554728	HOYER COMFORT PAD
Serial Number:	78554724	HOYER COMFORT SLING
Serial Number:	78554733	HOYER SECURI 3
Serial Number:	78453485	HOYER STATURE
Serial Number:	77014303	JOERNS HEALTHCARE

CORRESPONDENCE DATA

Fax Number: (212)355-3333
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-813-8800
Email: dbreitman@goodwinprocter.com
Correspondent Name: Dana Breitman
Address Line 1: 599 Lexington Avenue
Address Line 2: Goodwin Procter LLP
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	121155169313
NAME OF SUBMITTER:	Dana Breitman
Signature:	/danabreitman/
Date:	04/03/2007

Total Attachments: 6
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SECOND LIEN TRADEMARK SECURITY AGREEMENT

THIS SECOND LIEN TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 28 day of December, 2006 by SUNRISE MEDICAL LONG TERM CARE INC., a Delaware corporation ("Grantor") in favor of MERRILL LYNCH CAPITAL, a division of Merrill Lynch Business Financial Services Inc., in its capacity as Administrative Agent (in such capacity, "Grantee") for the Lenders party to the Credit Agreement (defined below):

WITNESSETH

WHEREAS, Grantor, certain of its Affiliates, and Grantee are parties to that certain Second Lien Loan Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") providing for the extensions of credit to be made to Grantor and certain of its Affiliates by Lenders;

WHEREAS, pursuant to the terms of that certain Second Lien Security Agreement of even date herewith between Grantor, certain of its Affiliates and Grantee (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), Grantor has granted to Grantee, for the benefit of Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement, which definition includes all associated goodwill);

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

GRANT OF SECURITY

1. Incorporation of Credit Agreement and Security Agreement. The Credit Agreement and Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the Trademarks (including, without limitation, those items listed on Schedule 1 annexed hereto).

3. Purpose. This 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 security interest granted hereby has been granted to the Lenders in connection with the Security Agreement and is expressly subject to the terms and conditions

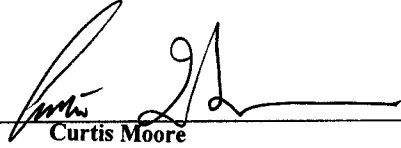
thereof. The Security Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

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IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

**SUNRISE MEDICAL LONG TERM CARE
INC.**

By: 
Name: Curtis Moore
Title: Assistant Secretary

Agreed and Accepted
As of the Date First Written Above

MERRILL LYNCH CAPITAL,
a division of Merrill Lynch Business Financial Services Inc.,
as Administrative Agent

By: 
Name: **Marc Preiser**
Title: **Vice President**

SCHEDULE A

U.S. TRADEMARK REGISTRATIONS

<u>Trademark</u>	<u>Registration No.</u>
BIO CLINIC	1,603,577
BIOGARD	1,345,906
BIO THERAPY	1,613,688
DERMAFLOAT	2,893,555
DERMATECH	2,162,612
EASY CARE	1,344,452
EGG CRATE	1,025,244
FREESTYLE	1,680,785
HOYER	1,785,317
HOYER ADVANCE	3,064,498
HOYER ARISE	3,047,038
HOYER PRESENCE	3,042,845
IMPRINT	2,392,194
JOERNS	1,024,152
MONO-TROL	831,139
ONESOURCE	2,192,009
ORTHO DERM AND DESIGN	1,494,984
ORTHODERM	3,124,947
QUICK CHANGE 3 IN 1 BED SYSTEM	1,436,084
SURGILIFT	2,973,747
TABLE PLUS	1,441,235
ULTRACARE	2,404,893
VANTAGE	2,125,025

U.S. TRADEMARK APPLICATIONS

<u>Trademark Application</u>	<u>Serial No.</u>
ASCEND	78/824,838
DUOTHERAPY	78/620,472
HOYERPRO+	78/028,069
HOYER COMFORT PAD	78/554,728
HOYER COMFORT SLING	78/554,724
HOYER SECURI 3	78/554,733
HOYER STATURE	78/453,485
JOERNS HEALTHCARE	77/014,303