

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
KCI LICENSING, INC.		05/19/2008	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	231 S. LaSalle Street
Internal Address:	Charlene Wright-Jones Agency Management IL 1-231-10-41
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60604
Entity Type:	Bank:

PROPERTY NUMBERS Total: 36

Property Type	Number	Word Mark
Registration Number:	2224795	BARIAIR
Registration Number:	1899749	BARIKARE
Registration Number:	2673119	BARIMAXX
Registration Number:	1544288	BIODYNE KENETIC CONCEPTS
Registration Number:	2722802	COMFORT & SUPPORT MATTRESS
Registration Number:	1873548	DRI-FLO
Registration Number:	1982163	DYNAPULSE
Registration Number:	1034556	EXTREMITY PUMP
Registration Number:	2520178	FIRST STEP
Registration Number:	2197614	FIRSTSTEP SELECT
Registration Number:	2084720	FLUIDAIR ELITE
Registration Number:	1556678	FLUIDAIR KINETIC CONCEPTS INC.
Registration Number:	2265587	INTERCELL

OP \$915.00 2224795

Registration Number:	2171342	KCI
Registration Number:	1572615	KCI
Registration Number:	3230077	KCI USA
Registration Number:	1136063	KEANE ROTO REST
Registration Number:	1229840	KINETIC CONCEPTS
Registration Number:	2579823	MAXXIS
Registration Number:	2682776	MINI V.A.C.
Registration Number:	2871994	PARADYNE
Registration Number:	2169619	PEDIDYNE
Registration Number:	1861379	PLEXIPULSE
Registration Number:	1953014	RIK
Registration Number:	2310208	ROTOPRONE
Registration Number:	1098036	ROTOREST
Registration Number:	2646853	S.I.M.P.L.E.
Registration Number:	2543115	THE CLINICAL ADVANTAGE
Registration Number:	2621487	THE CLINICAL ADVANTAGE
Registration Number:	1552913	THERAPULSE
Registration Number:	1653319	THERAREST
Registration Number:	2046417	TRIADYNE
Registration Number:	2232572	TRICELL
Registration Number:	1982349	V.A.C.
Registration Number:	2254704	V.A.C. DRAPE
Registration Number:	2657666	VACUUM ASSISTED CLOSURE

CORRESPONDENCE DATA

Fax Number: (866)826-5420
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 301-638-0511
Email: ipresearchplus@comcast.net
Correspondent Name: IP Research Plus, Inc.
Address Line 1: 21 Tadcaster Circle
Address Line 2: attn: Penelope J.A. Agodoa
Address Line 4: Waldorf, MARYLAND 20602

NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	05/19/2008

TRADEMARK

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Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

(Trademarks, Trademark Registrations, Trademark Applications and Trademark Licenses)

WHEREAS, KCI LICENSING, INC., a Delaware corporation (herein referred to as the "**Lien Grantor**") owns, or in the case of licenses is a party to, the Trademark Collateral (as defined below);

WHEREAS, KINETIC CONCEPTS, INC. (the "**Borrower**"), the Lenders party thereto, and BANK OF AMERICA, N.A., as Administrative Agent, Swing Line Lender and L/C Issuer, are parties to a Credit Agreement dated as of May 19, 2008 (as amended from time to time, the "**Credit Agreement**"); and

WHEREAS, pursuant to (i) the Guarantee and Security Agreement dated as of May 19, 2008 (as amended, supplemented and/or otherwise modified from time to time, the "**Security Agreement**") among the Borrower, the Guarantors party thereto and Bank of America, N.A., as Administrative Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the "**Grantee**"), and (ii) certain other Collateral Documents (including this Trademark Security Agreement), the Lien Grantor has guaranteed certain Secured Obligations (as defined in the Credit Agreement) and secured such Guarantee and its other Secured Obligations by granting to the Grantee for the benefit of such Secured Parties a continuing security interest in personal property of the Lien Grantor, including all right, title and interest of the Lien Grantor in, to and under the Trademark Collateral (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lien Grantor grants to the Grantee, to secure the Secured Obligations, a continuing security interest in all of the Lien Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**"), whether now owned or existing or hereafter acquired or arising:

- (i) each Trademark (as defined in the Security Agreement) owned by the Lien Grantor, including, without limitation, each Trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark (*provided* that no security interest shall be granted in the United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein

would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law);

(ii) each Trademark License (as defined in the Security Agreement) to which the Lien Grantor is a party, including, without limitation, each Trademark License identified in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark licensed pursuant thereto; and

(iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Lien Grantor against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any Trademark owned by the Lien Grantor (including, without limitation, any Trademark identified in Schedule 1 hereto), and all rights and benefits of the Lien Grantor under any Trademark License (including, without limitation, any Trademark License identified in Schedule 1 hereto), or for injury to the goodwill associated with any of the foregoing;

provided that the Trademark Collateral shall not include any Excluded Assets (as defined in the Security Agreement).

The Lien Grantor irrevocably constitutes and appoints the Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of the Lien Grantor or in the Grantee's name, from time to time, in the Grantee's discretion, so long as any Event of Default shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which the Lien Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

Except to the extent permitted under the terms of the Security Agreement or the Credit Agreement, the Lien Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the Trademark Collateral.

The foregoing security interest is granted in conjunction with the security interests granted by the Lien Grantor to the Grantee pursuant to the Security Agreement. The Lien Grantor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the

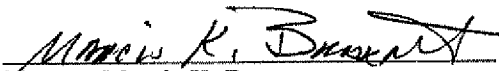
terms and provisions of which are incorporated by reference herein as if fully set forth herein.

THIS SECURITY AGREEMENT SUPPLEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE NONEXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK COUNTY AND OF THE UNITED STATES DISTRICT COURT OF THE SOUTHERN DISTRICT OF NEW YORK, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS AGREEMENT OR IN ANY OTHER LOAN DOCUMENT SHALL AFFECT ANY RIGHT THAT THE ADMINISTRATIVE AGENT, ANY LOAN PARTY, ANY LENDER OR THE L/C ISSUER MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT AGAINST ANY OTHER PARTY HERETO OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

IN WITNESS WHEREOF, the Lien Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 19 day of May, 2008.

KCI LICENSING, INC.

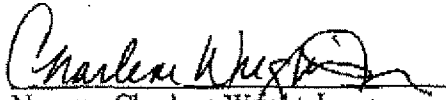
By: 
Name: Marcia K. Bennett
Title: Vice President and Assistant
Treasurer

[Signature Page to Trademark Security Agreement]

TRADEMARK
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Acknowledged:

BANK OF AMERICA, N.A.,
as Administrative Agent

By: 
Name: Charlene Wright-Jones
Title: Assistant Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
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**Schedule I
to Trademark
Security Agreement**

Notwithstanding anything in these schedules, none of the Intellectual Property listed on these schedules shall be Collateral (within the meaning of the Loan Documents) if any Foreign Subsidiary has, (i) since November 1, 2007, funded, in whole or in part, any or all of the associated research and development, or (ii) in furtherance of the foreign operations of the Borrower and its Subsidiaries, funded, in whole or in part, any or all of the associated research and development pursuant to that certain Research and Development Cost Sharing and Royalty Agreement, dated as of December 31, 2001, between KCI Licensing, Inc. and KCI Medical Resources (Ireland) (successor to KCI International, VoF), as amended.

TRADEMARK LICENSES

None.

STATE TRADEMARK REGISTRATIONS

None.

U.S. TRADEMARK REGISTRATIONS

TMARK	FILE	APP NO.	REG DATE	REG NO
BARIAIR	24-Jun-97	75/314,322	16-Feb-99	2,224,795
BARIKARE	01-Sep-93	74/432,737	13-Jun-95	1,899,749
BARIMAXX	16-Jul-01	76/286,132	07-Jan-03	2,673,119
BIODYNE KINETIC CONCEPTS & DESIGN	14-Sep-87	73/683,995	20-Jun-89	1,544,288
COMFORT & SUPPORT MATTRESS	04-Oct-01	76/320,701	03-Jun-03	2,722,802
DRI-FLO & DESIGN	20-Dec-93	74/472,268	17-Jan-95	1,873,548
DYNAPULSE	03-Feb-95	74/629,831	25-Jun-96	1,982,163
EXTREMITY PUMP	09-Feb-73	72/448,287	24-Feb-76	1,034,556
FIRST STEP	24-May-01	76/262,261	18-Dec-01	2,520,178
FIRSTSTEP SELECT (STYLIZED)	23-Jun-97	75/312,839	20-Oct-98	2,197,614
FLUIDAIR ELITE	06-Oct-95	75/003,887	29-Jul-97	2,084,720
FLUIDAIR KINETIC CONCEPTS INC & DESIGN	22-Sep-88	73/753,460	19-Sep-89	1,556,678

TMARK	FILE	APP. NO.	REG. DATE	REG. NO.
INTERCELL	17-Sep-97	75/358,601	27-Jul-99	2,265,587
KCI	24-Jun-97	75/314,181	07-Jul-98	2,171,342
KCI & DESIGN	10-Apr-89	73/792,516	19-Dec-89	1,572,615
KCI USA	25-Apr-00	76/034,414	17-Apr-07	3,230,077
KEANE ROTO REST	05-May-77	73/162,179	27-May-80	1,136,063
KINETIC CONCEPTS & DESIGN	20-Apr-81	73/306,475	08-Mar-83	1,229,840
MAXXIS	17-Apr-00	76/026,895	11-Jun-02	2,579,823
MINI V.A.C.	04-Oct-01	76/320,959	04-Feb-03	2,682,776
PARADYNE	17-Apr-00	76/026,893	10-Aug-04	2,871,994
PEDIDYNE	23-Jun-97	75/312,849	30-Jun-98	2,169,619
PLEXIPULSE (Stylized)	28-Aug-91	74/198,926	01-Nov-94	1,861,379
RIK	30-Jan-95	74/626,950	30-Jan-96	1,953,014
ROTOPRONE	29-May-97	75/300,030	25-Jan-00	2,310,208
ROTOREST	05-May-77	73/125,374	01-Aug-78	1,098,036
S.I.M.P.L.E.	21-Dec-00	76/185,419	05-Nov-02	2,646,853
THE CLINICAL ADVANTAGE	23-Jul-01	78/075,152	26-Feb-02	2,543,115
THE CLINICAL ADVANTAGE	23-Jul-01	78/075,144	17-Sep-02	2,621,487
THERAPULSE	06-Jun-88	73/732,418	22-Aug-89	1,552,913
THERAREST (STYLIZED)	27-Feb-90	74/033,393	06-Aug-91	1,653,319
TRIADYNE	03-Feb-95	74/629,832	18-Mar-97	2,046,417
TRICELL	15-May-96	75/104,538	16-Mar-99	2,232,572
V.A.C.	01-May-95	74/676,320	25-Jun-96	1,982,349
V.A.C. DRAPE	12-Feb-97	75/243,151	22-Jun-99	2,254,704
VACUUM ASSISTED CLOSURE	15-Dec-99	75/874,141	10-Dec-02	2,657,666

NON-U.S. TRADEMARK REGISTRATIONS

None.

U.S. TRADEMARK APPLICATIONS

None.

NON-US TRADEMARK APPLICATIONS

None.