

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|-----------------------|-------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|----------------------------------|----------|----------------|-------------------------------------|
| Joerns Healthcare Operating LLC. | | 08/06/2010 | LIMITED LIABILITY COMPANY: DELAWARE |

RECEIVING PARTY DATA

| | |
|-----------------|--|
| Name: | General Electric Capital Corporation, as Agent |
| Street Address: | 500 W Monroe |
| City: | Chicago |
| State/Country: | ILLINOIS |
| Postal Code: | 60661 |
| Entity Type: | CORPORATION: DELAWARE |

PROPERTY NUMBERS Total: 33

| 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: | 3330998 | DUOTHERAPY |
| Registration Number: | 1344452 | EASY CARE |
| Registration Number: | 1025244 | EGG CRATE |
| Registration Number: | 3558825 | ELEVATE |
| Registration Number: | 1680785 | FREESTYLE |
| Registration Number: | 1785317 | HOYER |
| Registration Number: | 3064498 | HOYER ADVANCE |
| Registration Number: | 3047038 | HOYER ARISE |
| Registration Number: | 3437656 | HOYER COMFORT PAD |

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900168834

**TRADEMARK
 REEL: 004256 FRAME: 0033**

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|----------------------|----------|-------------------|
| Registration Number: | 3042845 | HOYER PRESENCE |
| Registration Number: | 3608850 | HOYERPRO |
| Registration Number: | 2392194 | IMPRINT |
| Registration Number: | 1024152 | JOERNS |
| Registration Number: | 3561634 | JOERNS |
| Registration Number: | 3640050 | JOERNS HEALTHCARE |
| Registration Number: | 3561639 | JOERNS HEALTHCARE |
| Registration Number: | 3677598 | JOURNEY |
| Registration Number: | 2192009 | ONESOURCE |
| Registration Number: | 3124947 | ORTHODERM |
| Registration Number: | 3528850 | P.R.O. MATT |
| Registration Number: | 3505153 | STATURE |
| Registration Number: | 3390772 | SUNTEC |
| Registration Number: | 2973747 | SURGILIFT |
| Registration Number: | 1441235 | TABLE PLUS |
| Registration Number: | 2404893 | ULTRACARE |
| Registration Number: | 3670711 | ULTRALOCK |
| Serial Number: | 77897795 | CALIBRE |
| Serial Number: | 77776521 | P.R.O. TECHNOLOGY |

CORRESPONDENCE DATA

Fax Number: (312)577-4565
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 3125778265
Email: kristin.brozovic@kattenlaw.com
Correspondent Name: Kristin Brozovic c/o Katten Muchin
Address Line 1: 525 W Monroe
Address Line 4: Chicago, ILLINOIS 60661

| | |
|-------------------------|--------------------|
| ATTORNEY DOCKET NUMBER: | 339669-9 |
| NAME OF SUBMITTER: | Kristin Brozovic |
| Signature: | /Kristin Brozovic/ |
| Date: | 08/06/2010 |

Total Attachments: 6
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THIS TRADEMARK SECURITY AGREEMENT, dated as of August 6, 2010, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of August 6, 2010 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrowers, the Borrower Representative, the other Credit Parties party thereto, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Agent for the Lenders and L/C Issuers and for itself as a Lender (including Swingline Lender), the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

- (a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE
FOLLOWS]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

JOERNS HEALTHCARE OPERATING LLC, a
Delaware limited liability company, as Grantor

By: *Debbie Kukulman*
Name: _____
Title: _____

ACCEPTED AND AGREED
as of the date first written above:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

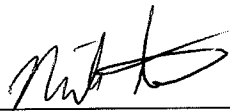
Very truly yours,

JOERNS HEALTHCARE OPERATING LLC, a
Delaware limited liability company, as Grantor

By: _____
Name: _____
Title: _____

ACCEPTED AND AGREED
as of the date first written above:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

By:  _____
Name: Milan K. Patel
Title: Duly Authorized Signatory

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

| Trademark | Registration Number | Registration Date |
|-------------------------------|----------------------------|--------------------------|
| BIO CLINIC | 1603577 | 06/26/1990 |
| BIOGARD | 1345906 | 07/02/1985 |
| BIOTHERAPY | 1613688 | 09/18/1990 |
| DERMAFLOAT | 2893555 | 10/12/2004 |
| DERMATECH | 2162612 | 06/02/1998 |
| DUOTHERAPY | 3330998 | 11/06/2007 |
| EASY CARE | 1344452 | 06/25/1985 |
| EGG CRATE | 1025244 | 11/18/1975 |
| ELEVATE | 3558825 | 01/06/2009 |
| FREESTYLE | 1680785 | 03/24/1992 |
| HOYER | 1785317 | 08/03/1993 |
| HOYER ADVANCE | 3064498 | 02/28/2006 |
| HOYER ARISE | 3047038 | 01/17/2006 |
| HOYER COMFORT PAD | 3437656 | 05/27/2008 |
| HOYER PRESENCE | 3042845 | 01/10/2006 |
| HOYER PRO | 3608850 | 04/21/2009 |
| IMPRINT | 2392194 | 10/03/2000 |
| JOERNS | 1024152 | 11/04/1975 |
| JOERNS | 3561634 | 01/13/2009 |
| JOERNS HEALTHCARE | 3640050 | 06/16/2009 |
| JOERNS HEALTHCARE & DESIGN | 3561639 | 01/13/2009 |
| JOURNEY | 3677598 | 09/01/2009 |
| ONESOURCE | 2192009 | 09/29/1998 |
| ORTHODERM | 3124947 | 08/01/2006 |
| P.R.O. MATT | 3528850 | 11/04/2008 |
| STATURE | 3505153 | 09/23/2008 |
| SUNTEC | 3390772 | 03/04/2008 |
| SURGILIFT | 2973747 | 07/19/2005 |
| TABLE PLUS | 1441235 | 06/02/1987 |
| ULTRACARE | 2404893 | 11/14/2000 |
| ULTRALOCK | 3670711 | 08/18/2009 |

2. TRADEMARK APPLICATIONS

| Trademark | Serial Number | Filing Date |
|-------------------|----------------------|--------------------|
| CALIBRE | 77897795 | 12/21/2009 |
| P.R.O. TECHNOLOGY | 77776521 | 07/08/2009 |

3. IP LICENSES

None.