

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MORTGAGE

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Ferno-Washington, Inc.		01/28/2011	CORPORATION: OHIO

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: UNITED STATES

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	3848339	MONDIAL
Registration Number:	3494292	COT CARE
Registration Number:	3293486	24-MAXX
Registration Number:	3503541	FW
Registration Number:	2473277	REDIBOARD
Registration Number:	2473275	REDIHOLD
Registration Number:	2473273	REDIWIDE
Registration Number:	2423533	NAJO
Registration Number:	2473274	DISASTER BOARD
Serial Number:	85168828	ACETECH
Serial Number:	77593894	ARACHNIPOD

CORRESPONDENCE DATA

Fax Number: (513)381-0205
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

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**TRADEMARK
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ATTORNEY DOCKET NUMBER:	FNA25 GN001
NAME OF SUBMITTER:	Linda D. Bayliss, paralegal
Signature:	/Linda D. Bayliss, paralegal/
Date:	03/15/2011

Total Attachments: 5
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**SECOND AMENDMENT TO THE AMENDED AND RESTATED
MORTGAGE OF INTELLECTUAL PROPERTY**

THIS SECOND AMENDMENT TO THE AMENDED AND RESTATED MORTGAGE OF INTELLECTUAL PROPERTY (this "**Amendment**") is made effective as of the 28th day of January, 2011, 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 by that First Amendment to the Amended and Restated Mortgage of Intellectual Property dated December 8, 2006 (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 Fourth Amended and Restated Loan Agreement dated December 8, 2006 (as amended, restated, supplemented, and/or renewed from time to time, including the Amendment as described below, the "**Agreement**"); and

WHEREAS, the parties are further amending the Agreement by entering into a Consent and Amendment No. 5 to Fourth Amended and Restated Loan Agreement as of even date hereof (the "**Amendment**"); and

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>Patent No.</u>	<u>Title</u>	<u>Registration Date</u>
USA	7,520,347	Stair chair with an adjustable glide track	4/21/2009

		resistance and braking device	
USA	7,581,205	System and method of implementing a customizable software platform	8/25/2009
USA	7,685,660	Cot height indicator	3/30/2010
USA	6,907,632	Tactical stretcher	6/21/2005
USA	7,521,891	Charging system for recharging a battery of powered lift ambulance cot with an electrical system of an emergency vehicle	4/21/2009
USA	7,424,758	Roll-in cot	9/16/2008
USA	7,409,734	Pneumatically powered lift ambulance cot	8/12/2008
USA	4,871,101	Back-pack frame	10/3/1989
USA	5,509,159	Undercarriage	4/23/1996
USA	4,688,279	Combination stretcher and stairchair	8/25/1987
USA	6,381,781	Combination ambulance cot and chair	5/7/2002
USA	7,287,794	Arresting device of a cot fastening system	10/30/2007
USA	7,549,690	Arresting device of a cot fastening system	6/23/2009

Pending Patent Applications

<u>Title</u>	<u>Application Number</u>	<u>Application Date</u>
Electro-hydraulically powered lift ambulance cot	11/629266	6/3/2005
COMBINATION COT LOADING AND FASTENING SYSTEM	11/630549	6/30/2005
Portable Oxygen Bottle Holder	11/667368	11/9/2005
Locking mechanism for a roll-in cot	11/825131	7/3/2007
APPARATUS AND METHODS FOR LITTER SUPPORT SYSTEM FOR VEHICLES	12/103030	4/15/2008
OXYGEN BOTTLE CARRIER FOR USE WITH X-FRAME AMBULANCE COTS	12/293584	3/20/2007
Incubator Transporter Interface Assembly	12/356633	1/21/2009
PATIENT HARNESS SYSTEM FOR AN EMERGENCY COT	12/377133	8/1/2007
HOLDER FOR REMOVABLY ATTACHING A TOOL TO AN OBJECT AND METHOD THEREOF	12/377194	7/30/2007
BRACKET FOR ENGAGING AN EMERGENCY COT WITHIN AN EMERGENCY VEHICLE	12/377484	8/15/2007
OPERABLE STABILIZATION DEVICE FOR A RESCUE STRETCHER AND METHOD THEREOF	12/596061	4/17/2008
HIGH DIRECTIONAL HAVING A CONFIGURABLE NUMBER OF TELESCOPING LEGS	12/597596	4/30/2008

COT FASTENING SYSTEM	12/667749	7/3/2008
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(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>
MONDIAL	3846339	September 7, 2010
COT CARE	3494292	August 26, 2008
24-MAXX	3293486	September 18, 2007
FW	3503541	September 23, 2008
REDIBOARD	2473277	July 31, 2001
REDIHOLD	2473275	July 31, 2001
REDIWIDE	2473273	July 31, 2001
NAJO	2423533	January 23, 2001
DISASTER BOARD	2473274	July 31, 2001

Trade Mark Applications

<u>Name</u>	<u>Country</u>	<u>Application No.</u>	<u>Application Date</u>
ACETECH	USA	85168828	November 4, 2010
ARACHNIPOD	USA	77593894	October 16, 2008

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.

[Signatures on following page]

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
Joseph G. Bourgraf, President

U.S. BANK NATIONAL ASSOCIATION

By: Shawn Masteron
Name: SHAWN MASTERSON
Its: VICE PRESIDENT