

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Assignment of Security Interest

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ORIX Corporate Capital Inc. (f/k/a ORIX Finance Corp.)		05/24/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	JZ Capital Partners Limited
Street Address:	767 Fifth Avenue, Suite 4800
City:	New York
State/Country:	NEW YORK
Postal Code:	10153-0049
Entity Type:	Public limited liability company incorporated in Guernsey under the Companies (Guernsey) Law of 1994: GUERNSEY

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	3801038	HOVERGLIDE
Registration Number:	3811981	BETTER ALL AROUND
Registration Number:	3387868	MPV 5
Registration Number:	3395973	HOVEROUND CUSTOM FIT
Registration Number:	2754600	TRANSPORTER
Registration Number:	2293670	ACTIVA
Registration Number:	2485571	HOVERLIFT
Registration Number:	2591847	FORERUNNER
Registration Number:	2246719	MPV-4
Registration Number:	2251983	FREE TO SEE THE WORLD
Registration Number:	2254431	ROUND FOR A REASON
Registration Number:	2076348	TEKNIQUE
Registration Number:	1798627	HOVEROUND

OP \$340.00 3801038

TRADEMARK

CORRESPONDENCE DATA

Fax Number: (312)706-9000
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 3127018623
Email: zbeal@mayerbrown.com, ipdocket@mayerbrown.com,
rassmus@mayerbrown.com
Correspondent Name: Richard M. Assmus
Address Line 1: P. O. Box 2828
Address Line 4: Chicago, ILLINOIS 606902828

ATTORNEY DOCKET NUMBER:	11047828 RMA
NAME OF SUBMITTER:	Richard M. Assmus
Signature:	/rma/
Date:	06/02/2011

Total Attachments: 5

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ASSIGNMENT OF INTEREST
(Trademarks)

This Assignment of the interest of ORIX Corporate Capital Inc. (f/k/a ORIX Finance Corp.) (“Assignor”) in the Trademark Security Agreement and Trademark Filing (each as defined below) (this “Assignment”) is made as of May 24, 2011 by Assignor, in favor of JZ Capital Partners Limited (“Assignee”).

RECITALS

A. Hoveround Corporation, a Florida corporation (“Grantor”), has previously granted to Assignor, as Collateral Agent for and representative of the Lenders, a security interest in Grantor’s right, title and interest in and to the registered trademarks set forth on Schedule A hereto pursuant to (i) a Pledge and Security Agreement, dated as of June 9, 2010, and (ii) a Trademark Security Agreement, dated as of June 9, 2010 (the “Trademark Security Agreement”), by and between Grantor and Assignor, which security interests were recorded on July 30, 2010 in the Assignment Branch of the U.S. Patent & Trademark Office at Reel 4251, Frame 0055 (the “Trademark Filing”).

B. Pursuant to that certain Assignment and Assumption Agreement, dated as of February 1, 2011 (the “Assignment and Assumption”), by and among Assignee, Assignor and Bernard Global Loan Investors, Ltd. (“Bernard”, and together with Assignor, the “Sellers”) attached hereto as Exhibit A, Assignee acquired the Assigned Interest (as defined in the Assignment and Assumption) from the Sellers.

C. Pursuant to that certain Agency Resignation Letter, dated as of February 1, 2011, by and among Assignor, Assignee, Grantor and Healthcare Products Industries, Inc., a Delaware corporation (“Industries”) attached hereto as Exhibit B, Assignor resigned in its capacity as “Administrative Agent”, “Collateral Agent” and “Agent” under that certain Credit Agreement, dated as of July 29, 2005 (as amended, modified, restated or supplemented from time to time thereafter, the “Credit Agreement”; all capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Credit Agreement), by and among Grantor, Industries, Healthcare Products Holdings, Inc., a Delaware corporation, the lenders party thereto and Assignor, as Administrative Agent, Collateral Agent and Agent, and the other Credit Documents, and Assignee was appointed by the Required Lenders as the “Administrative Agent”, “Collateral Agent” and “Agent” under the Credit Agreement and the other Credit Documents.

D. Assignor is executing this Assignment in connection with such resignation by Assignor as the “Collateral Agent” under the Credit Agreement and the other Credit Documents and such appointment by the Required Lenders of Assignee as the “Administrative Agent” under the Credit Agreement and the other Credit Documents.

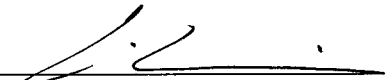
NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby transfer and assign to Assignee all of Assignor’s right, title and interest in and to the Trademark Security Agreement and Trademark Filing.

Assignor makes no representations or warranties whatsoever, express or implied, or by operation of law, to Assignee in connection with this Assignment.

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IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed as of the day and year first above written.

**ORIX CORPORATE CAPITAL INC. (f/k/a
ORIX Finance Corp.), as Assignor**

By: 
Name: Christopher L. Smith
Title: Senior Managing Director

Schedule A

List of U.S. Registered Trademarks

Trademark	Application Number	Registration Number	Application Date	Registration Date
HOVERGLIDE	77783671	3801038	17-JUL-2009	08-JUN-2010
BETTER ALL AROUND	77739238	3811981	18-MAY-2009	29-JUN-2010
MPV 5	77121129	3387868	02-MAR-2007	26-FEB-2008
HOVEROUND CUSTOM FIT	78680474	3395973	28-JUL-2005	11-MAR-2008
TRANSPORTER	76415686	2754600	31-MAY-2002	19-AUG-2003
ACTIVA	75494388	2293670	02-JUN-1998	16-NOV-1999
HOVERLIFT	75481426	2485571	06-MAY-1998	04-SEP-2001

FORERUNNER	75392968	2591847	19-NOV-1997	09-JUL-2002
MPV-4	75384592	2246719	04-NOV-1997	18-MAY-1999
FREE TO SEE THE WORLD	75383364	2251983	03-NOV-1997	08-JUN-1999
ROUND FOR A REASON	75383365	2254431	03-NOV-1997	15-JUN-1999
TEKNIQUE	75010768	2076348	26-OCT-1995	01-JUL-1997
HOVEROUND	74262115	1798627	03-APR-1992	12-OCT-1993