

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	First Amendment to Amended and Restated Intellectual Property Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Anodyne Medical Device, Inc.		10/25/2011	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Compass Group Diversified Holdings LLC
<b>Street Address:</b>	61 Wilton Road, Second Floor
<b>City:</b>	Westport
<b>State/Country:</b>	CONNECTICUT
<b>Postal Code:</b>	06880
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 7**

Property Type	Number	Word Mark
Registration Number:	3967188	TRIDIEN
Registration Number:	3828342	VALUETEX
Registration Number:	3828341	DURATEX
Registration Number:	3827682	SOLO
Registration Number:	3769574	MICROVENT TECHNOLOGY
Registration Number:	3858062	
Serial Number:	85391847	REACTIVE AIR

**CORRESPONDENCE DATA**

Fax Number: (513)361-1201  
 Phone: 513.361.1200  
 Email: trademark@ssd.com

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Correspondent Name: Corey W. Duersch  
 Address Line 1: Squire, Sanders & Dempsey (US) LLP

**900205584**

**TRADEMARK  
 REEL: 004648 FRAME: 0705**

**CH \$190.00 3967188**

Address Line 2: 221 E. Fourth St., Suite 2900  
Address Line 4: Cincinnati, OHIO 45202

ATTORNEY DOCKET NUMBER:	052292.00107
NAME OF SUBMITTER:	Corey W. Duersch
Signature:	/Corey W. Duersch/
Date:	10/26/2011

**Total Attachments: 11**

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**FIRST AMENDMENT  
TO  
AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY  
AGREEMENT**

THIS FIRST AMENDMENT TO AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Amendment") is entered into as of October 25, 2011, by Anodyne Medical Device, Inc., a Delaware corporation and successor-in-interest to SenTech Medical Systems, Inc. ("Grantor"), to and in favor of Compass Group Diversified Holdings LLC, a Delaware limited liability company ("Secured Party").

This Amendment amends that certain Amended and Restated Intellectual Property Security Agreement, dated as of July 31, 2006, between Grantor and Secured Party (the "Original Security Agreement"; as amended by this Amendment, the "Security Agreement").

Grantor and Secured Party desire to amend the Original Security Agreement to reflect a grant of security interest in additional Collateral owned by Grantor.

**NOW, THEREFORE**, for good and valuable consideration, the receipt of which is hereby acknowledged, Grantor and Secured Party agree as follows:

Section 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Amendment, including its preamble and recitals, have the meanings provided or provided by reference in the Original Security Agreement.

Section 2. Amendments.

(a) Schedule A of the Original Security Agreement is hereby amended to include, without limitation, the additional Trademarks listed on Schedule A attached hereto.

(b) Schedule B of the Original Security Agreement is hereby amended to include, without limitation, the additional Patents listed on Schedule B attached hereto.

Section 3. Effect of Amendment. Except as expressly set forth herein, this Amendment shall not alter, modify, amend or in any way affect any of the terms, conditions, obligations or agreements contained in the Original Security Agreement, all of which are ratified and affirmed in all respects and shall continue in full force and effect.


Section 4. Counterparts. This Amendment may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

IN TESTIMONY WHEREOF, Grantor and Secured Party, have caused this Amendment to be signed and executed by the undersigned officers thereunto duly authorized as of the date first above written.

**GRANTOR:**

**ANODYNE MEDICAL DEVICE, INC.**

By:   
Name: ELIAS J. SABO  
Title: ASSISTANT SECRETARY

**SECURED PARTY:**

**COMPASS GROUP DIVERSIFIED HOLDINGS LLC**

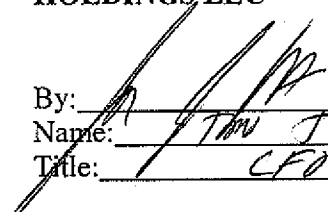
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN TESTIMONY WHEREOF, Grantor and Secured Party have caused this Amendment to be signed and executed by the undersigned officers thereunto duly authorized as of the date first above written.

**GRANTOR:**  
**ANODYNE MEDICAL DEVICE, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**SECURED PARTY:**  
**COMPASS GROUP DIVERSIFIED HOLDINGS LLC**

By:  \_\_\_\_\_  
Name: Tom J. Gotsch  
Title: CFO

**SCHEDULE A**

**TRADEMARKS**

<b>MARK</b>	<b>STATUS</b>	<b>SERIAL NUMBER</b>	<b>REGISTRATION NUMBER</b>	<b>DATE</b>
REACTIVE AIR	Pending	85391847	None	08/08/11
TRIDIEN	Registered	77899279	3967188	05/24/11
VALUETEX	Registered	77926647	3828342	08/03/10
DURATEX	Registered	77926625	3828341	08/03/10
SOLO	Registered	77898835	3827682	08/03/10
MICROVENT TECHNOLOGY	Registered	77817334	3769574	03/30/10
(Circular symbol)	Registered	77817149	3858062	10/05/10

**SCHEDULE B**

**PATENTS**

<b>PATENT</b>	<b>NUMBER</b>	<b>DATE</b>
Title therapy and low air loss universal coverlet	12839052 (application)	07/19/10
Support surface with proximity sensor and operable in low power mode	13110310 (application)	05/18/11

**AMENDED AND RESTATED  
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

THIS AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT (as from time to time amended, modified, restated, supplemented and in effect, this "Security Agreement") is entered into as of July 31, 2006, by SenTech Medical Systems, Inc., a Florida corporation formerly known as SenTech Acquisition Corp. ("Grantor"), to and in favor of Compass Group Diversified Holdings LLC, a Delaware limited liability company ("Secured Party"), pursuant to the terms of (i) that certain Amended and Restated Credit Agreement (as the same may be amended, restated, supplement or otherwise modified from time to time, the "Credit Agreement") among the Secured Party, as lender, and the Grantor, AMF Support Surfaces, a California corporation ("AMF"), and Anatomic Concepts Acquisition Corp., a Delaware corporation ("Anatomic" and together with Grantor and AMF, the "Borrowers"), dated of even date herewith, and (ii) that certain Guarantee and Collateral Agreement (as the same may be amended, supplemented or otherwise modified from time to time, the "Collateral Agreement") among the Secured Party, the Borrowers and Anodyne Medical Device, Inc., a Delaware corporation, dated of even date herewith.

Pursuant to the Collateral Agreement, Grantor has granted a security interest in its Collateral (as defined therein) to the Secured Party, which Collateral includes the Trademarks and Patents identified herein.

For good and valuable consideration, the receipt of which is hereby acknowledged, Grantor and Secured Party agree as follows:

Section 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Security Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Collateral Agreement.

Section 2. Grant of Security Interest. As security for the full and timely payment, observance and performance of the obligations pursuant to the Collateral Agreement, Grantor hereby grants to Secured Party a continuing security interest in and a right of setoff against, all of Grantors' right, title and interest in the Trademarks (including, without limitation, those items listed on Schedule A hereto) and the Patents (including, without limitation, those items listed on Schedule B hereto).

Section 3. Purpose. This Security Agreement has been executed and delivered by Grantor for the purpose of recording with the United States Patent and Trademark Office ("UPTO") the grant of a security interest in the Trademarks and the Patents pursuant to the Collateral Agreement. The Collateral Agreement (and all rights and remedies of Secured Party thereunder) shall remain in full force and effect in accordance with its respective terms. In the event of any conflict between this Security Agreement and the Collateral Agreement, the Collateral Agreement shall prevail.



Section 4. Acknowledgment. Grantor hereby further acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest in the Trademarks and the Patents granted hereby are more fully set forth in Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

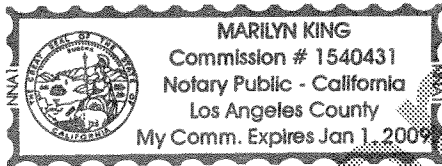
Section 5. Filing this Security Interest. The party that files this Security Agreement with the UPTO shall: (i) complete accurately, and include as part of such filing, the UPTO's "Recordation Form Cover Sheet" for trademarks and shall indicate on such cover sheet that the nature of the conveyance is a security interest; (ii) provide the other party hereto with copies of such filings; and (iii) pay all applicable filing fees.

Section 6. Counterparts. This Security 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.

\* \* \* \* \*

**IN TESTIMONY WHEREOF**, the Grantor and Secured Party have caused this Security Agreement to be signed and executed by the undersigned officers thereunto duly authorized as of this 31<sup>st</sup> day of July, 2006.

**GRANTOR:**  
**SENTECH MEDICAL SYSTEMS, INC.**



By: \_\_\_\_\_  
Title: President

STATE OF California )  
 ) SS  
COUNTY OF Los Angeles )

On this 23 day of Aug, 2006, there appeared before me Mark Bidner, personally known to me, who acknowledged that he signed the foregoing Intellectual Property Security Agreement as his voluntary act and deed on behalf and with full authority of SenTech Medical Systems, Inc.

\_\_\_\_\_  
Notary Public

My Commission Expires: 1/1/09

State of California )  
County of Los Angeles )

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

on August 23, 2006 before me, Marilyn King, Notary Public,  
(here insert name and title of the officer)

personally appeared Mark Bidner

~~personally known to me~~ (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) ~~is/are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature [Handwritten Signature]



### OPTIONAL INFORMATION

*Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.*

### Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of \_\_\_\_\_

containing \_\_\_\_\_ pages, and dated \_\_\_\_\_.

The signer(s) capacity or authority is/are as:

- Individual(s)
- Attorney-in-Fact
- Corporate Officer(s) \_\_\_\_\_  
Title(s)

- Guardian/Conservator
- Partner - Limited/General
- Trustee(s)
- Other: \_\_\_\_\_

representing: \_\_\_\_\_  
Name(s) of Person(s) or Entity(ies) Signer is Representing

Additional Information	
<b>Method of Signer Identification</b>	
<input type="checkbox"/>	Personally known to me
<input type="checkbox"/>	Proved to me on the basis of satisfactory evidence: <input type="radio"/> form(s) of identification <input type="radio"/> credible witness(es)
Identification is detailed in notary journal on: Page # _____ Entry # _____	
Notary contact: _____	
<b>Other</b>	
<input type="checkbox"/>	Additional Signer(s)
<input type="checkbox"/>	Signer(s) Thumbprint(s)
<input type="checkbox"/>	_____

**SECURED PARTY:**  
**COMPASS GROUP DIVERSIFIED**  
**HOLDINGS LLC,**  
as Secured Party

By: *[Signature]*  
Name: James D. Bottiglieri  
Title: CFO

STATE OF Connecticut )  
 ) SS Westport  
COUNTY OF Fairfield )

On this 31<sup>st</sup> day of July, 2006, there appeared before me, personally known to me, James Bottiglieri who acknowledged that he signed the foregoing Intellectual Property Security Agreement as his/her voluntary act and deed on behalf and with full authority of Compass Group Diversified Holdings LLC.

*[Signature]*  
Notary Public

My Commission Expires: April 30, 2011

Jonlynn Vancho  
35 Kohary Drive  
Middford, CT 06460

**SCHEDULE A**

**TRADEMARKS**

<b>Mark</b>	<b>Serial No.</b>	<b>File Date</b>	<b>Reg. No.</b>	<b>Reg. Date</b>	<b>Owner</b>
SENTECH MEDICAL SYSTEMS	75092594	4/22/96	2049058	4/1/97	SenTech Acquisition Corp., now known as SenTech Medical Systems, Inc.
STAGE IV	74696277	7/3/95	1991129	8/1/96	SenTech Acquisition Corp., now known as SenTech Medical Systems, Inc.
AIR CHAIR	74696276	7/3/95	2001022	9/17/96	SenTech Acquisition Corp., now known as SenTech Medical Systems, Inc.
THERA-TURN	74696828	7/3/95	1979720	6/11/96	SenTech Acquisition Corp., now known as SenTech Medical Systems, Inc.

Confidential

**SCHEDULE B**

**PATENTS**

<b><u>Issued Patents</u></b>	<b><u>Registration No.</u></b>	<b><u>Issue Date</u></b>
An alternating pressure support surface for use by patients requiring bed rest.	6,910,238	July 28, 2005
Air distribution device for the prevention and the treatment of decubitus ulcers and pressure sores.	5,926,884	July 29, 1999
Pulsating operating table cushion.	5,701,622	December 30, 1997
Alternating low air loss pressure overlay for patient bedside chair and mobile wheel chair.	5,687,438	November 18, 1997
Alternating low air loss pressure overlay for patient bedside chair.	5,509,155	April 23, 1996

CINCINNATI/57014  
52292.00111