

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Accelecare Wound Centers, Inc.		12/20/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Ally Commercial Finance LLC, as Administrative Agent and Collateral Agent
Street Address:	1185 Avenue of the Americas
City:	New York
State/Country:	NEW YORK
Postal Code:	10036
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	3651804	ACCELECARE WOUND CENTERS
Registration Number:	3651805	ACCELECARE WOUND CENTERS
Registration Number:	3872696	ACCELECARE
Registration Number:	3879069	ACCELECARE
Registration Number:	4129382	ACCELECARE WOUND PROFESSIONALS

CORRESPONDENCE DATA

Fax Number: 3126095005
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Phone: 312-609-7943
 Email: skowalski@vedderprice.com
 Correspondent Name: Sylvia Kowalski
 Address Line 1: 222 North LaSalle Street - 24th Floor
 Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	31656000071-HESLA, AUBRIE
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NAME OF SUBMITTER:	Sylvia Kowalski
Signature:	/Sylvia Kowalski/
Date:	01/31/2014
Total Attachments: 5 source=19 Trademark Security Agmt#page1.tif source=19 Trademark Security Agmt#page2.tif source=19 Trademark Security Agmt#page3.tif source=19 Trademark Security Agmt#page4.tif source=19 Trademark Security Agmt#page5.tif	

**GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, ACCELECARE WOUND CENTERS, INC., (the "Grantor"), having its chief executive offices at 10900 NE 4th Street, Suite 1920, Bellevue, Washington 98004, hereby grants to ALLY COMMERCIAL FINANCE LLC, as Administrative Agent and Collateral Agent (the "Grantee"), with office at 1185 Avenue of the Americas, New York, New York 10036, a security interest in all of the 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 presently existing or hereafter arising or acquired which, includes the Grantor's rights to:

(i) each United States trademark, trademark registration and trademark application, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark, trademark registration and trademark application, including each U.S. trademark, trademark registration and trademark application referred to in Schedule A hereto; and

(ii) all products and proceeds of the foregoing, including any claim by the Grantors against third parties for past, present or future infringement or dilution of any Trademark, including any Trademark listed on Schedule A hereto, or for injury to the goodwill associated with any Trademark;

provided, however, that the Trademark Collateral shall not include and no Security Interest shall be deemed granted in any intent-to-use (ITU) United States trademark application for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or U.S.C. § 1051(d), respectively, or, if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or (c) in each case, only to the extent the grant of security interest in such intent-to-use Trademark is in violation of 15 U.S.C. § 1060 and only unless and until a "Statement of Use" or "Amendment to Allege Use" is filed, as been deemed in conformance with 15 U.S.C. § 1051(a) and (c) or examined and accepted, respectively, by the United States Patent and Trademark Office.

THIS GRANT is hereby granted in conjunction with the security interests granted to the Grantee pursuant to the Security Agreement among the Grantor, the Grantee and certain other parties dated as of December 20, 2013 as amended, restated, supplemented or otherwise modified from time to time (the "Security Agreement"). The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

This Trademark and Security Agreement may be authenticated by the parties hereto in any number of counterparts, each of which shall collectively and separately constitute one agreement.

THE GRANTOR authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable officer record this Trademark Security Agreement.

[Signature Pages Follow]

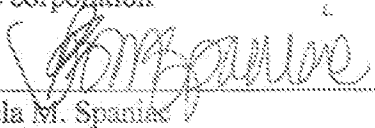
(Signature Page to Grant of Security Interest in United States Trademarks)

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date and year first above written.

GRANTOR:

ACCELECARE WOUND CENTERS, INC., a
Delaware corporation

By: _____


Pamela M. Spanik

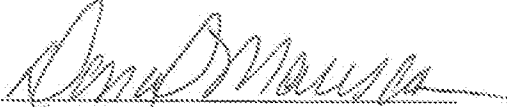
President, Chief Financial Officer and Treasurer

(Signature Page to Grant of Security Interest in United States Trademarks)

Agreed and Accepted:

COLLATERAL AGENT AND
GRANTEE:

ALLY COMMERCIAL FINANCE LLC

By: 

Daniel Maresca
Managing Director

SCHEDULE A TO TRADEMARK SECURITY AGREEMENT

TRADEMARKS

<u>Grantor</u>	<u>Registration No.</u>	<u>Country</u>	<u>Issue Date</u>	<u>Mark</u>
Accelecare Wound Centers, Inc.	3651804	US	07-Jul-2009	ACCELECARE WOUND CENTERS Disclaimer: "WOUND CENTERS"
Accelecare Wound Centers, Inc.	3651805	US	07-Jul-2009	ACCELECARE WOUND CENTERS (and design)  Disclaimer: "WOUND CENTERS"
Accelecare Wound Centers, Inc.	3872696	US	09-Nov-2010	ACCELECARE
Accelecare Wound Centers, Inc.	3879069	US	23-Nov-2010	ACCELECARE (and design) 
Accelecare Wound Centers, Inc.	4129382	US	17-Apr-2012	ACCELECARE WOUND PROFESSIONALS Disclaimer: "WOUND PROFESSIONALS"

TRADEMARK APPLICATIONS

<u>Grantor</u>	<u>Serial No.</u>	<u>Country</u>	<u>Filing Date</u>	<u>Mark</u>
None.				