

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM299348

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE BY SECURED PARTY		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ZIONS FIRST NATIONAL BANK		03/21/2014	NATIONAL BANKING ASSOCIATION: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	APEX MEDICAL CORPORATION D/B/A CAREX HEALTH BRANDS		
<b>Street Address:</b>	921 E. AMIDON ST.		
<b>City:</b>	SIOUX FALLS		
<b>State/Country:</b>	SOUTH DAKOTA		
<b>Postal Code:</b>	57104		
<b>Entity Type:</b>	CORPORATION: SOUTH DAKOTA		
<b>PROPERTY NUMBERS Total: 27</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2073137	THERA-MED	
<b>Registration Number:</b>	4023316	CLAYRX	
<b>Registration Number:</b>	3829610	CONTROL YOUR PAIN	
<b>Registration Number:</b>	2794632	THERMIBEADS	
<b>Registration Number:</b>	2989003	THERMIPAQ	
<b>Registration Number:</b>	3074922	KIDDIE KOLD PAK	
<b>Registration Number:</b>	3084002	KIDDIE KOLD PAK	
<b>Registration Number:</b>	3190345	DUAL-TEMP	
<b>Registration Number:</b>	4141955	THERMIPAQ	
<b>Registration Number:</b>	4209032	THERMIPAQ	
<b>Registration Number:</b>	1674129	CAREX	
<b>Registration Number:</b>	1936367	BED BUDDY	
<b>Registration Number:</b>	2170753	BESTCARE	
<b>Registration Number:</b>	2144591	APEX	
<b>Registration Number:</b>	2396943	VITASYSTEMS	
<b>Registration Number:</b>	2326102	BEST CARE	
<b>Registration Number:</b>	2683055	PILL GRIP	
<b>Registration Number:</b>	2666240	CAREX	
<b>Registration Number:</b>	3547251	EXPLORER	

CH \$690.00 2073137

Property Type	Number	Word Mark
Registration Number:	3547252	UNI-CRUTCH
Registration Number:	3547253	THERMATHERAPY
Registration Number:	3562214	SOFT GRIP
Registration Number:	3768425	SAFE LOCK
Registration Number:	3121364	ULTRA BUBBLE-LOK
Registration Number:	3146200	CARING FOR YOU
Registration Number:	3349254	CAREX CARING FOR YOU
Registration Number:	3596711	STEP N REST

**CORRESPONDENCE DATA**

**Fax Number:** 2124464900

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

**Email:** susan.zablocki@kirkland.com

**Correspondent Name:** Susan Zablocki

**Address Line 1:** Kirkland & Ellis LLP

**Address Line 2:** 601 Lexington Avenue

**Address Line 4:** New York, NEW MEXICO 10022

**ATTORNEY DOCKET NUMBER:** 16097-2

**NAME OF SUBMITTER:** Susan Zablocki

**SIGNATURE:** /susan zablocki/

**DATE SIGNED:** 03/27/2014

**Total Attachments: 8**

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**TERMINATION OF SECURITY INTEREST  
(Patents and Trademarks)**

This **TERMINATION OF SECURITY INTEREST**, dated as of March 21, 2014, is made by Zions First National Bank, a national banking association (the "Lender").

WHEREAS, pursuant to the terms and conditions of that certain Security Agreement dated September 17, 2010 (the "Security Agreement"), Apex Medical Corporation, a South Dakota corporation d/b/a Carex Health Brands (the "Grantor"), had granted to the Lender a security interest in all of Grantor's right, title and interest in certain Collateral (as defined in the Security Agreement), including without limitation, (i) the patents and patent applications listed on Schedule A hereto, including without limitation, all proceeds thereof, the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world, and all reissues, divisions, continuations, renewals, extensions, and continuations-in-part thereof (collectively, the "Patents"), and (ii) the trademark applications and trademarks listed on Schedule A hereto, including without limitation, all renewals thereof, all proceeds thereof, the right to sue for past, present and future infringements, and all rights corresponding thereto throughout the world (collectively, the "Trademarks"), together with the goodwill associated therewith; and

WHEREAS, the Security Agreement was recorded with the United States Patent and Trademark Office on September 23, 2010, at Reel/Frame 025026/ 0671 and Reel/Frame 4288/0524 and on November 5, 2013 at Reel/Frame 031581/0689 and Reel/Frame 5146/0691;

WHEREAS, Grantor has paid all of its outstanding indebtedness to Lender and the Lender has agreed to terminate and release its security interest in all of such Patents and Trademarks as herein provided;

NOW, THEREFORE, for valuable consideration, the Lender hereby terminates the Security Agreement, and hereby terminates, cancels and releases any and all mortgages, assignments, liens and security interests granted to the Lender in the Patents and Trademarks.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Lender has caused this Termination of Security Interest to be duly executed as of the date first set forth above.

ZIONS FIRST NATIONAL BANK


By: 

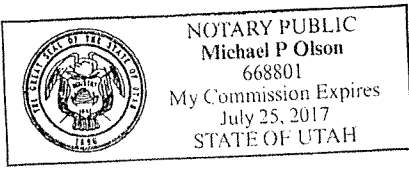
Name: Donald L. Rands

Title: Vice President

STATE OF Utah )  
COUNTY OF Salt Lake )

On this 25<sup>th</sup> day of March, 2014, before me personally came Donald L. Rambo to me known, who, being by me duly sworn, did depose and say that (s)he is Vice President of Zions First National Bank, the entity described in and which executed the foregoing instrument; and that (s)he signed his/her name thereto and was authorized to execute such document.

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



Notary's printed name:  
Michael P. Olson

My commission expires: July 25, 2017





## SCHEDULE A


### Patents

Patent Title	U.S. Patent No.
PEN AND PENCIL CUSHION	D396059 [EXPIRED]
KEY TURNER	D396400 [EXPIRED]
JAR OPENER AND CLOSER	D401127 [EXPIRED]
ZIPPER AND BUTTON PULLER	D401389 [EXPIRED]
LAMP SWITCH ADAPTER	D409156 [EXPIRED]
UTENSIL HOLDER	D441601
COMBINATION CONTAINER OPENER	D447923
THERAPEUTIC PILLOW AND METHOD	5375278 [EXPIRED]
THERMAL EXCHANGE COMPOSITION AND ARTICLES FOR USE THEREOF	5478988 [EXPIRED]
HEAT EXCHANGE MEDIUM AND ARTICLES FOR USE THEREOF	5494598
HINGE ASSEMBLY FOR A CONTAINER	5529205
FOLDABLE WALKER	5579793 [EXPIRED]
THERAPEUTIC PILLOW AND METHOD	5584086
PILL BOX AND SPLITTER WITH BLADE GUARD	7243826
INTERLOCKING STORAGE UNITS	8261925
A DISPOSABLE RECEPTACLE FOR A NEEDLE AND SYRINGE DESTRUCTOR	D287756 [EXPIRED]
PILL SPLITTER	D310731 [EXPIRED]
PILL CRUSHER	D337828 [EXPIRED]
BATH TUB BOARD	D366104 [EXPIRED]
BRACE FOR A WALKER	D373555 [EXPIRED]
TRANSFER BENCH FOR BATHTUB	D375638 [EXPIRED]
PORTABLE TABLE	D375641 [EXPIRED]
LEG FOR CHAIR	D375854 [EXPIRED]
TUB HAND HOLD	D377827 [EXPIRED]
PORTABLE COMMUNE	D377971 [EXPIRED]
HEAT PACK	D380050 [EXPIRED]
CASTER COVER	D382465 [EXPIRED]
PEN AND PENCIL CUSHION	D396059 [EXPIRED]
KEY TURNER	D396400 [EXPIRED]
JAR OPENER AND CLOSER	D401127 [EXPIRED]
ZIPPER AND BUTTON PULLER	D401389 [EXPIRED]
LAMP SWITCH ADAPTER	D409156 [EXPIRED]
CANE HANDLE	D411343 [EXPIRED]
WALKER ATTACHMENT	D412615 [EXPIRED]
TOILET TISSUE HOLDER	D414638 [EXPIRED]
CANE TIP	D417070 [EXPIRED]
WALKER WHEEL	D420945 [EXPIRED]
UNIVERSAL TRANSFER BENCH	D479051
PILL CONTAINER	D488618
PILL BILL	D497246
THERMAL PACK	D550852

THERAPEUTIC THERMAL PACK	D556333
THERMAL EXCHANGE COMPOSITION - CONTAINING PACKS WITH COLOR SIGNALING COVERS	13373171
INTERLOCKING STORAGE UNITS	13589949
RAISED TOILET SEAT ASSEMBLY	Not yet received
ELEVATED TOILET SEAT	201310472522.7
ELEVATED TOILET SEAT	13187187.3
RAISED TOILET SEAT ASSEMBLY	13,651,147
SHOE FOR RAISED TOILET SEAT ASSEMBLY	149847
SHOE FOR RAISED TOILET SEAT ASSEMBLY	201330054690.5
SHOE FOR RAISED TOILET SEAT ASSEMBLY	2186189
SHOE FOR RAISED TOILET SEAT ASSEMBLY	29/431,498
ADAPTER PLATE FOR RAISED TOILET SEAT ASSEMBLY	149846
ADAPTER PLATE FOR RAISED TOILET SEAT ASSEMBLY	201330054558.7
ADAPTER PLATE FOR RAISED TOILET SEAT ASSEMBLY	2186189
ADAPTER PLATE FOR RAISED TOILET SEAT ASSEMBLY	29/431,391
COLLAPSIBLE CRUTCH	Not yet filed
COLLAPSIBLE CRUTCH	61,874,786

### Trademarks

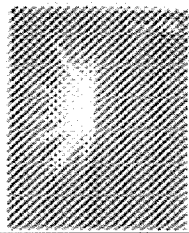
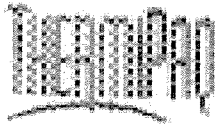
<u>Trademark Description</u>	<u>Owner</u>	<u>U.S. Registration No.</u>
SAFE LOCK	Apex Medical Corporation	3,768,425
SOFT GRIP	Apex Medical Corporation	3,562,214
EXPLORER	Apex Medical Corporation	3,547,251
UNI-CRUTCH	Apex Medical Corporation	3,547,252
THERMATHERAPY	Apex Medical Corporation	3,547,253
STEP n REST	Apex Medical Corporation	3,596,711
DUAL-TEMP	Apex Medical Corporation	3,190,345
 KIDDIE KOLD PAK	Apex Medical Corporation	3,084,002
KIDDIE KOLD PAK	Apex Medical Corporation	3,074,922
 CAREX	Apex Medical Corporation	3,349,254
CARING FOR YOU	Apex Medical Corporation	3,146,200
ULTRA BUBBLE-LOK	Apex Medical Corporation	3,121,364
CAREX	Apex Medical Corporation	2,666,240
 Pill Grip	Apex Medical Corporation	2,683,055
 BEST CARE	Apex Medical Corporation	2,326,102

Trademark Description	Owner	U.S. Registration No.
VITASYSTEMS	Apex Medical Corporation	2,396,943
	Apex Medical Corporation	2,144,591
THERA-MED	Apex Medical Corporation	2,073,137
BED BUDDY	Apex Medical Corporation	1,936,367
CAREX	Apex Medical Corporation	1,674,129
BESTCARE (canceled)	Apex Medical	2,170,753 [Cancelled]

Trademark	Owner	Country	Registration Number
APEX and Design	Apex Medical Corporation	Spain	M2720969 (Actual Reg. No. 2720969-M5)
CAREX CARING FOR YOU and Design	Apex Medical Corporation	CTM	3687738
CAREX	Apex Medical Corporation	CTM	3170859
MEDICHEST (RENEWAL DUE 12/9/19)	Apex Medical Corporation	CTM	1415736
APEX and Design	Apex Medical Corporation	CTM	860379
CAREX	Apex Medical Corporation	Canada (Assigned to Apex Medical Corporation recorded 10/22/2002)	TMA222558
Bed Buddy	Apex Medical Corporation	Australia	1224294
Bed Buddy	Apex Medical Corporation	Canada	TMA744,082
Bed Buddy	Apex Medical Corporation	Mexico	1,053,658
APEX and Design-	Apex Medical Corporation	Australia	850049
Pill Box Splitter and Blade Guard		Europe	4784363.6
CAREX Caring for you	Apex Medical Corporation	China	(Class 6,12 and 20)
The Original Bed Buddy	Apex Medical Corporation	China	6622435 (Class 10)
CAREX CARING FOR YOU and Design***	Apex Medical Corporation	Canada	1207645
APEX For a Healthy Life and Design**	Apex Medical Corporation	Finland	248454
CAREX CARING FOR YOU**	Apex Medical Corporation	China	App. No. 6622442 (Class 11)
APEX THE MEASURE OF EXCELLENCE IN SELF CARE**	Apex Medical Corporation	China	App. No. 6622436 (Class 10)
CAREX CARING FOR YOU	Apex Medical Corporation	China	App. No. 6622440 (Class 18)



Trademark	Owner	Country	Registration Number
CAREX CARING FOR YOU	Apex Medical Corporation	China	App. No. 6622438 (Class 21)
CAREX CARING FOR YOU	Apex Medical Corporation	China	App. No. 6622443 (Class 10)
CAREX Caring for you and Design	Apex Medical Corporation	China	6622439 (Class 20)
CAREX Caring for you and Design	Apex Medical Corporation	China	6622444 (Class 6)
CAREX Caring for you and Design	Apex Medical Corporation	China	6622441 (Class 12)
BED BUDDY**	Apex Medical Corporation	New Zealand	784141
THERA-MED and Design	Apex Medical Corporation	China	6622437 (Class 10)

Mark	Owner	Serial or Reg. No.
	Thermionics, Inc.	4,209,032
THERMIPAQ	Thermionics Corporation	4,141,955
CONTROL YOUR PAIN	Thermionics Corporation	3,829,610
CLAYRX	Thermionics Corporation	4,023,316
	Thermionics Corporation	2,989,003
THERMIBEADS	Thermionics Corporation	2,794,632
WINE CHILLER	Thermionics Corporation	IL State No. 92226

## SCHEDULE OF INTELLECTUAL PROPERTY LICENSES

- (1) License Agreement, dated May 22, 1996, by and between Vormittag Associates, Inc. and Apex Medical Corporation for the System 2000 software.
- (2) License Agreement, dated September 26, 2002, by and between Vormitag Associates, Inc. and Apex Medical Corporation for the System 2000 software.
- (3) Exclusive License Agreement, dated August 25, 2005, between Apex-Carex Healthcare Products and Arcoa Industries, Inc., relating to Arcoa's products bearing its "E-Z GRABBER" trademark, and relating to the Single Hand Activated Pickup Tool (U.S. Patent No. 5,577,785, issued November 1996) and the Pickup Tool with Variable Position Limiting and Variable Axis of Operation (U.S. Patent No. 10,365,035, issued October 19, 2004). The Apex Companies no longer have exclusivity under the agreement.
- (4) Settlement, Release & License Agreement, dated April 22, 2008, by and between Access Product Marketing, LLC ("APM") and Apex Medical Corporation, pursuant to which APM granted Apex Medical Corporation a license relating to U.S. Patent No. 7,066,484 and U.S. Patent No. 7,073,801.
- (5) Settlement Agreement, dated March 31, 2010, by and between Penco Medical, Inc. and Apex Medical Corporation (d/b/a Carex Health Brands) pursuant to Penco Medical, Inc. granted Apex Medical Corporation a license relating to U.S. Patent No. 5,224,506 and U.S. Patent No. D442,123.
- (6) Software License Agreement, dated September 24, 2002, by and between EXTOL International, Inc., and Apex Medical, for the use of the EXTOL Integrator software.
- (7) Indemnification Agreement, dated January 6, 2010, by and between QVC and Carex Health Brands, pursuant to which Carex grants QVC a license to use certain Footage (as defined in the agreement).