

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM331612

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Advanced ICU Care, Inc.		02/04/2015	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Comerica Bank		
<b>Street Address:</b>	39200 Six Mile Road, M/C 7578		
<b>Internal Address:</b>	Attn: National Documentation Services		
<b>City:</b>	Livonia		
<b>State/Country:</b>	MICHIGAN		
<b>Postal Code:</b>	48152		
<b>Entity Type:</b>	Banking Association: TEXAS		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	78765380	ADVANCED ICU CARE	
<b>Serial Number:</b>	78765389	ADVANCED ICU CARE	
<b>Serial Number:</b>	78765391	CONNECTING INTENSIVISTS TO PATIENTS	
<b>Serial Number:</b>	85563969	ICU PERFORMANCE SOLUTION	
<b>Serial Number:</b>	85563966	LEADERSHIP. EXPERTISE. RESULTS.	
<b>Serial Number:</b>	85284152	ADVANCED ICU CARE MEDICAL GROUP	
<b>Serial Number:</b>	85284001	ADVANCED ICU CARE MEDICAL GROUP	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8586385130		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	858-677-1400		
<b>Email:</b>	susan.reynholds@dlapiper.com		
<b>Correspondent Name:</b>	DLA Piper LLP (US)		
<b>Address Line 1:</b>	4365 Executive Drive, Suite 1100		
<b>Address Line 4:</b>	San Diego, CALIFORNIA 92121		
<b>ATTORNEY DOCKET NUMBER:</b>	329034-684		
<b>NAME OF SUBMITTER:</b>	Troy Zander		

CH \$190.00 78765380

<b>SIGNATURE:</b>	/s/ Troy Zander
<b>DATE SIGNED:</b>	02/09/2015
<b>Total Attachments: 6</b> source=AR IPSA#page1.tif source=AR IPSA#page2.tif source=AR IPSA#page3.tif source=AR IPSA#page4.tif source=AR IPSA#page5.tif source=AR IPSA#page6.tif	

**AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT  
(Advanced ICU)**

This Amended and Restated Intellectual Property Security Agreement is entered into as of February 4, 2015 by and between COMERICA BANK ("Bank") and ADVANCED ICU CARE, INC., a Delaware corporation ("Grantor"), and amends and restates, in its entirety, that certain Intellectual Property Security Agreement by and between Bank and Grantor dated as of March 31, 2010 (the "Original IP Security Agreement").

**RECITALS**

Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor and Critical Care (defined below) (the "Loans") in the amounts and manner set forth in that certain Amended and Restated Loan and Security Agreement by and among Bank, Grantor and Critical Care Services, P.C. ("Critical Care" and collectively with Grantor, "Borrowers" and each a "Borrower") dated as of February 4, 2015 (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"). Capitalized terms used herein are used as defined in the Loan Agreement.

Bank is willing to make the Loans to Borrower's, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Borrowers under the Loan Agreement.

Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of Borrowers' obligations under the Loan Agreement and all other agreements now existing or hereafter arising between either Borrower and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

**AGREEMENT**

To secure Borrowers' obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Bank and either Borrower, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Amended and Restated Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

Except as otherwise set forth herein, this Agreement is intended to and does completely amend and restate, without novation, the Original IP Security Agreement. All security interests granted under the Original IP Agreement are hereby confirmed and ratified and shall continue to secure all Obligations under this Agreement and the Loan Agreement.

*[Balance of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, the parties have caused this Amended and Restated Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

One City Place Drive  
Suite 570  
St. Louis, MO 63141  
Attn: Chief Financial Officer

**ADVANCED ICU CARE, INC.**

By: Andrea Conz  
Title: CFO

Address of Bank:

Comerica Bank  
Mail Code 7578  
39200 Six Mile Road  
Livonia, MI 48152  
Attn: National Documentation Services

BANK:

**COMERICA BANK**

By: [Signature]  
Title: SVP

*[Signature Page to Amended and Restated IPSA – Advanced ICU]*

**EXHIBIT A**

**Copyrights**

None

**EXHIBIT B**

**Patents**

None

**EXHIBIT C**

**Trademarks**

Mark	App. No.	Filing Date	Reg. No.	Reg. Date
ADVANCED ICU CARE (and Design)	78765380	12/2/05	3260239	7/10/07
ADVANCED ICU CARE	78765389	12/2/05	3226139	4/3/07
CONNECTING INTENSIVISTS TO PATIENTS	78765391	12/2/05	3165172	10/31/06
ICU PERFORMANCE SOLUTION	85563969	3/8/12	4411748	10/1/13
LEADERSHIP, EXPERTISE, RESULTS	85563966	3/8/12	4358893	6/25/13
ADVANCED ICU CARE MEDICAL GROUP	85284152	4/1/11	4062728	11/29/11
ADVANCED ICU CARE MEDICAL GROUP	85284001	4/1/11	4159987	6/19/12