

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM335228

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Notice and Confirmation of Second Lien Grant of Security Interest in Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Accelecare Wound Centers, Inc.		03/02/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Credit Suisse AG, Cayman Islands Branch		
Street Address:	11 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	Bank: SWITZERLAND		
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:	2124552502		
<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>			
Phone:	(212) 455-3605		
Email:	ksolomon@stblaw.com		
Correspondent Name:	Genevieve Dorment, Esq.		
Address Line 1:	Simpson Thacher & Bartlett LLP		
Address Line 2:	425 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	509265/1855		
NAME OF SUBMITTER:	Genevieve Dorment		
SIGNATURE:	/gd/		

CH \$140.00 3651804

DATE SIGNED:	03/16/2015
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Total Attachments: 5

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NOTICE AND CONFIRMATION OF SECOND LIEN GRANT OF
SECURITY INTEREST IN TRADEMARKS

NOTICE AND CONFIRMATION OF SECOND LIEN GRANT OF SECURITY INTEREST IN TRADEMARKS (the "Agreement"), dated as of March 2, 2015, made by Accelecare Wound Centers, Inc., a Delaware corporation having a principal place of business at 10900 NE 4th Street, Suite 1900, Bellevue, WA 98004 (the "Grantor"), in favor of CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, having a principal place of business at 11 Madison Avenue, New York, New York 10010 (in such capacity, the "Collateral Agent"), as administrative agent for the banks and other financial institutions (collectively, the "Lenders") from time to time parties to the Second Lien Credit Agreement (as defined below) and as collateral agent for the Secured Parties (as defined in the Second Lien Credit Agreement). Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Second Lien Credit Agreement and the Second Lien Guarantee and Collateral Agreement (as defined below), as applicable.

WHEREAS, pursuant to that certain Second Lien Credit Agreement, dated as of July 1, 2014 (as amended, supplemented or otherwise modified from time to time, the "Second Lien Credit Agreement"), among CDRH Parent, Inc., a Delaware corporation (the "Parent Borrower"), Healogics, Inc., a Delaware corporation (as successor by merger to CDRH Merger Sub II, Inc., the "Subsidiary Borrower", together with the Parent Borrower, collectively, the "Borrowers" and each individually, a "Borrower"), the Collateral Agent and the Lenders, the Lenders have severally agreed to make the Initial Term Loans and the Initial Revolving Loans (collectively, the "Loans") to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Second Lien Credit Agreement, the Grantor, the Parent Borrower, the Subsidiary Borrower, Holdings, and certain other Domestic Subsidiaries of Borrower other than Grantor have executed and delivered a Second Lien Guarantee and Collateral Agreement, dated as of July 1, 2014 (as amended, supplemented or otherwise modified from time to time, the "Second Lien Guarantee and Collateral Agreement"), in favor of the Collateral Agent; and

WHEREAS, pursuant to the Second Lien Guarantee and Collateral Agreement and that certain Assumption Agreement, dated as of March 2, 2015 among Accelecare Holdco, Inc., Accelecare Holdings, Inc., Accelecare Wound Professionals, LLC and the Grantor (the "Assumption Agreement"), the Grantor granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of its Intellectual Property, including Trademarks; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make the Loans and other financial accommodations to the Borrowers pursuant to the Second Lien Credit Agreement, the Grantor agrees, for the benefit of the Secured Parties, as follows:

SECTION 1. Confirmation of Grant of Security Interest. The Grantor hereby confirms that pursuant to the Second Lien Guarantee and Collateral Agreement and the Assumption Agreement it granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of the Trademarks of the Grantor (including, without limitation, those items listed on Schedule I hereto) and to the extent not otherwise included, all Proceeds and products thereof, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations of the Borrowers, except that no security interest is or will be granted pursuant hereto in any right, title or interest of the Grantor under or in any Trademark License for so long as, and to the extent that, the granting of such a security interest pursuant hereto would result in a breach, default or termination of such Trademark License (except to the extent that, pursuant to the Code and any other applicable law, the granting of a security interest therein can be made without resulting in a breach, default or termination of such Trademark License).

SECTION 2. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest with the United States Patent and Trademark Office. This Agreement is expressly subject to the terms and conditions of the Second Lien Guarantee and Collateral Agreement. The Second Lien Guarantee and Collateral Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 3. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Trademarks are more fully set forth in the Second Lien Credit Agreement and the Second Lien Guarantee and 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. In the event of a conflict between this Agreement and the Second Lien Guarantee and Collateral Agreement, the provisions of the Second Lien Guarantee and Collateral Agreement shall prevail.

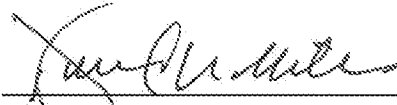
SECTION 4. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same instrument.

* * *

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.


ACCELECARE WOUND CENTERS, INC.,
as Grantor

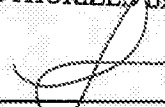
By: 
Name: David W. Miles
Title: Treasurer and Secretary

[SECOND LIEN TRADEMARKS GRANT]

TRADEMARK
REEL: 005478 FRAME: 0940



CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH,
as Collateral Agent

By: 
Name: ROBERT HETU
Title: AUTHORIZED SIGNATORY

By: 
Name: Lingzi Huang
Title: Authorized Signatory

SCHEDULE I

TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Status	App. or Reg. Number	App. or Reg. Date	Jurisdiction
ACCELERATE WOUND CENTERS Disclaimer: "WOUND CENTERS"	Registered	3,651,804	7/6/2009	U.S.
ACCELERATE WOUND CENTERS (and design)  Disclaimer: "WOUND CENTERS"	Registered	3651805	7/7/2009	U.S.
ACCELECARE	Registered	3872696	11/9/2010	U.S.
ACCELECARE (and design) 	Registered	3879069	11/23/2010	U.S.
ACCELECARE WOUND PROFESSIONALS Disclaimer: "WOUND PROFESSIONALS"	Registered	4129382	4/17/2012	U.S.