

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM335216

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Notice and Confirmation of First Lien Grant of Security Interest in Trademarks		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Accelecare Wound Centers, Inc.		03/02/2015	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMorgan Chase Bank, N.A.		
<b>Street Address:</b>	383 Madison Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10179		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3651804	ACCELECARE WOUND CENTERS	
<b>Registration Number:</b>	3651805	ACCELECARE WOUND CENTERS	
<b>Registration Number:</b>	3872696	ACCELECARE	
<b>Registration Number:</b>	3879069	ACCELECARE	
<b>Registration Number:</b>	4129382	ACCELECARE WOUND PROFESSIONALS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	(212) 455-3605		
<b>Email:</b>	ksolomon@stblaw.com		
<b>Correspondent Name:</b>	Genevieve Dorment, Esq.		
<b>Address Line 1:</b>	Simpson Thacher & Bartlett LLP		
<b>Address Line 2:</b>	425 Lexington Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10017		
<b>ATTORNEY DOCKET NUMBER:</b>	509265/1855		
<b>NAME OF SUBMITTER:</b>	Genevieve Dorment		
<b>SIGNATURE:</b>	/gd/		

CH \$140.00 3651804

**DATE SIGNED:**

03/16/2015

**Total Attachments: 5**

source=11 1 First Lien Trademarks Grant - Closing Day Signatures Executed#page1.tif

source=11 1 First Lien Trademarks Grant - Closing Day Signatures Executed#page2.tif

source=11 1 First Lien Trademarks Grant - Closing Day Signatures Executed#page3.tif

source=11 1 First Lien Trademarks Grant - Closing Day Signatures Executed#page4.tif

source=11 1 First Lien Trademarks Grant - Closing Day Signatures Executed#page5.tif

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

NOTICE AND CONFIRMATION OF FIRST 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 4<sup>th</sup> Street, Suite 1900, Bellevue, WA 98004 (the "Grantor"), in favor of JPMORGAN CHASE BANK, N.A., having a principal place of business at 383 Madison Avenue, New York, New York 10179 (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 First Lien Credit Agreement (as defined below) and as collateral agent for the Secured Parties (as defined in the First 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 First Lien Credit Agreement and the First Lien Guarantee and Collateral Agreement (as defined below), as applicable.

WHEREAS, pursuant to that certain First Lien Credit Agreement, dated as of July 1, 2014 (as amended, supplemented or otherwise modified from time to time, the "First 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 Borrowers upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the First 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 First Lien Guarantee and Collateral Agreement, dated as of the date July 1, 2014 (as amended, supplemented or otherwise modified from time to time, the "First Lien Guarantee and Collateral Agreement"), in favor of the Collateral Agent; and

WHEREAS, pursuant to the First 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 First 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 First 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 First Lien Guarantee and Collateral Agreement. The First 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 First Lien Credit Agreement and the First 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 First Lien Guarantee and Collateral Agreement, the provisions of the First 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.

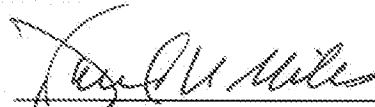
\* \* \*

[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

[FIRST LIEN TRADEMARKS GRANT]

**TRADEMARK**  
**REEL: 005482 FRAME: 0803**

JPMORGAN CHASE BANK, N.A.,  
as Collateral Agent

By: *Amy M. Ukens*


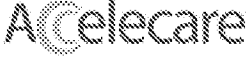
Name:

Title:

Amy M. Ukens  
Vice President

SCHEDULE I

TRADEMARK REGISTRATIONS AND APPLICATIONS

<b>Mark</b>	<b>Status</b>	<b>App. or Reg. Number</b>	<b>App. or Reg. Date</b>	<b>Jurisdiction</b>
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.