

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM346694

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DeVilbiss Healthcare LLC		07/02/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation, as Agent		
Street Address:	Two Bethesda Metro Center		
Internal Address:	Suite 600		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 41			
Property Type	Number	Word Mark	
Registration Number:	4476350	ADHERENCE SCORE	
Registration Number:	4050249	AUTO PLUS	
Registration Number:	4500572	AUTOADJUST	
Registration Number:	4043137	BREATHE FREELY SLEEP SOUNDLY	
Registration Number:	3717636	BREATHIES BUNCH	
Registration Number:	4358840	COMFORTTOUCH	
Registration Number:	1745662	DEVILBISS	
Registration Number:	0164521	DE VILBISS	
Registration Number:	3570395	DEVILBISS HEALTHCARE	
Registration Number:	3211954	DEVILBISS IFILL	
Registration Number:	3610388	DEVILBISS IGO	
Registration Number:	2495641	DEVILBISS SERENITY	
Registration Number:	3209244	DEVILBISS TRAVELER	
Registration Number:	3877821	EASYFIT	
Registration Number:	3011418	FLEXSET	
Registration Number:	4201505	FLOW ROUNDING	
Registration Number:	3468567	INTELLIPAP	
Registration Number:	3385597	MICROPULSE	
TRADEMARK			

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Property Type	Number	Word Mark
Registration Number:	1881232	OSD
Registration Number:	1136702	PULMO-AIDE
Registration Number:	1926352	PULMOMATE
Registration Number:	3376435	PULMONEB
Registration Number:	4728443	PULSEDOSE
Registration Number:	1926354	PULSEDOSE
Registration Number:	4149793	SLEEP CUBE AUTO PLUS
Registration Number:	2029288	SMART TRACK
Registration Number:	3577301	SMARTCODE
Registration Number:	4604268	SMARTCODE ADHERENCE SCORE
Registration Number:	4149924	SMARTFLEX
Registration Number:	3554678	SMARTLINK
Registration Number:	2022104	VACU-AIDE
Registration Number:	2775755	WALKABOUT
Serial Number:	86106589	ACCUSENSE
Serial Number:	86526130	DEVILBISS BLUE
Serial Number:	86668196	LIBERTY PORTABLE OXYGEN CONCENTRATOR
Serial Number:	86156873	PAP-ADAPT
Serial Number:	86667235	PUREVIEW
Serial Number:	86667326	SMARTCALL
Serial Number:	86519585	SMARTCODE RX
Serial Number:	85737143	SMARTTONES
Serial Number:	85735029	SOMNIO

CORRESPONDENCE DATA

Fax Number: 3129939767

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.

Phone: 312/876-7628

Email: linda.kastner@lw.com

Correspondent Name: Linda R. Kastner, c/o Latham & Watkins

Address Line 1: 330 North Wabash Avenue

Address Line 2: Suite 2800

Address Line 4: Chicago, ILLINOIS 60611

NAME OF SUBMITTER: linda kastner

SIGNATURE: /lk/

DATE SIGNED: 07/02/2015

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of July 2, 2015, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Secured Parties (as defined in the Credit Agreement referred to below), and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of September 27, 2013 (as the same may be amended, restated, supplemented and/or modified from time to time, the "Credit Agreement"), by and among Medical Depot, Inc. (the "Borrower"), Medical Depot Holdings, Inc. (the "Holdings"), the other Credit Parties, GE Capital, as Agent for the Lenders and the L/C Issuers and for itself as a Lender (including as Swingline Lender), and such Lenders and L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a Guaranty and Security Agreement dated as of September 27, 2013 in favor of Agent (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral");

(a) all of its Trademarks and pending Trademark applications, including, without limitation, those referred to on Schedule 1 hereto;

- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

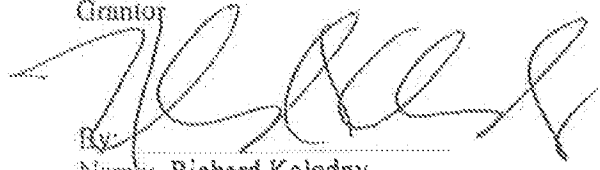
Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

DEVILBISS HEALTHCARE LLC, as

Grantor

A handwritten signature in black ink, appearing to read 'R. Kolodny', written over a horizontal dotted line.

By:

Name: Richard Kolodny


Title: President

[Signature Page to Trademark Security Agreement]

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

By:


Name: Henry Swanson

Title: Only Authorized Signatory

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005567 FRAME: 0703

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

See Attached

MARK	COUNTRY	SERIAL NO.	REG. NO.
ACCUSENSE	U.S.	86/106,589	n/a
ADHERENCE SCORE	U.S.	85/900,229	4476350
AUTO PLUS	U.S.	85/065,501	4050249
AUTOADJUST	U.S.	85/849,715	4500572
BREATHE FREELY SLEEP SOUNDLY	U.S.	85/112,131	4043137
BREATHIES BUNCH	U.S.	77/606,490	3717636
COMFORTTOUCH	U.S.	85/550,417	4358840
DEVILBISS	U.S.	74/258,630	1745662
DEVILBISS (stylized)	U.S.	71/160,752	0164521
DEVILBISS BLUE	U.S.	86/526,130	n/a
DEVILBISS HEALTHCARE	U.S.	77/130,507	3570395
DEVILBISS IFILL	U.S.	78/746,021	3211954
DEVILBISS IGO	U.S.	78/746030	3610388
DEVILBISS SERENITY	U.S.	75/878,106	2495641
DEVILBISS TRAVELER	U.S.	78/902,526	3209244
EASYFIT	U.S.	77/794,367	3877821
FLEXSET	U.S.	78/483,720	3011418
FLOW ROUNDING	U.S.	85/509,365	4201505
INTELLIPAP	U.S.	77/031,647	3468567
LIBERY OXYGEN CONCENTRATOR	U.S.	86/668,196	n/a
MICROPULSE	U.S.	78/963,027	3385597
OSD	U.S.	74/329,274	1881232
PAP-ADAPT	U.S.	86/156,873	n/a
PULMO-AIDE (stylized)	U.S.	73/209,465	1136702

MARK	COUNTRY	SERIAL NO.	REG. NO.
PULMOMATE	U.S.	74/474,844	1926352
PULMONEB	U.S.	77/162,955	3376435
PULSEDOSE	U.S.	86/054017	4728443
PULSEDOSE	U.S.	74/509,586	1926354
PUREVIEW	U.S.	86/667,235	n/a
SLEEP CUBE AUTO PLUS	U.S.	85/436,489	4149793
SMARTCALL	U.S.	86/667,326	n/a
SMART TRACK	U.S.	74/678,059	2029288
SMARTCODE	U.S.	77/281,091	3577301
SMARTCODE ADHERENCE SCORE	U.S.	86/026,186	4604268
SMARTCODE RX	U.S.	86/519,585	n/a
SMARTFLEX	U.S.	85/438,030	4149924
SMARTLINK	U.S.	77/109,471	3554678
SMARTTONES	U.S.	85/737,143	n/a
SOMNIO	U.S.	85/735,029	n/a
VACU-AIDE	U.S.	75/041,099	2022104
WALKABOUT	U.S.	78/185,903	2775755