

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM360386

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT (USA)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SUNRISE MEDICAL (US) LLC		10/28/2015	CORPORATION:
RECEIVING PARTY DATA			
Name:	NATIXIS		
Street Address:	Cannon Bridge House		
Internal Address:	25 Dowgate Hill		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	EC4R		
Entity Type:	CORPORATION: FRANCE		
PROPERTY NUMBERS Total: 34			
Property Type	Number	Word Mark	
Registration Number:	2248856	AES	
Registration Number:	1495039	BREEZY	
Registration Number:	4198426	BUILT-4-ME	
Registration Number:	2893554	IRIS	
Registration Number:	3344172	J2	
Registration Number:	3442936	J3	
Registration Number:	1280761	JAY	
Registration Number:	1423780	JAY	
Registration Number:	4302673	JAY FUSION	
Registration Number:	4081380	JAY ION	
Registration Number:	4151700	JAY UNION	
Registration Number:	4008489	JAY ZIP	
Registration Number:	2197337	KID-KART	
Registration Number:	3623444	PULSE	
Registration Number:	4198411	QM-710	
Registration Number:	4202478	QM-715	
Registration Number:	4206044	QM-720	
Registration Number:	2311804	QUICKIE	

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Property Type	Number	Word Mark
Registration Number:	1809033	QUICKIE 2HP
Registration Number:	1809031	QUICKIE GP
Registration Number:	3105070	QUICKIE GT
Registration Number:	2003312	QUICKIE LX
Registration Number:	3741133	QUICKIE Q7
Registration Number:	4314768	QUICKIE QRI
Registration Number:	4202457	QXI
Registration Number:	4269403	SPIDERTRAC
Registration Number:	4198425	SR45
Registration Number:	1952853	SUNRISE MEDICAL
Registration Number:	4429358	VOYAGE
Registration Number:	4351817	WHITMYER
Registration Number:	1563267	ZIPPIE
Registration Number:	3151001	ZIPPIE IRIS
Registration Number:	4377217	ZIPPIE VOYAGE
Registration Number:	3858218	ZIPPIE ZONE

CORRESPONDENCE DATA

Fax Number: 2123108007

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: 212.310.8477

Email: Juan.Arias@weil.com

Correspondent Name: Gina B. Lawrence

Address Line 1: Weil, Gotshal & Manges LLP

Address Line 2: 767 Fifth Avenue

Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER:	64762.0018 - G. LAWRENCE
NAME OF SUBMITTER:	Gina B. Lawrence
SIGNATURE:	/Gina B. Lawrence/
DATE SIGNED:	10/28/2015

Total Attachments: 10

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INTELLECTUAL PROPERTY SECURITY AGREEMENT (USA)

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (USA) (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**IP Security Agreement**”) dated October 28, 2015, is among the Persons listed on the signature pages hereof (collectively, the “**Grantors**”) and NATIXIS, as Security Agent (the “**Security Agent**”) for the Secured Parties (as defined in the Intercreditor Agreement referred to in the Security Agreement referred to below).

WHEREAS, the Grantors are party to that certain Security Agreement (USA), dated as of October 28, 2015 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among the Grantors, the other grantors from time to time party thereto and Security Agent.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Security Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain Intellectual Property of the Grantors, and have agreed thereunder to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and any other appropriate domestic governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. As security for the payment or performance, as the case may be, in full of all of the Secured Obligations when due, the undersigned hereby unconditionally grants and pledges to the Security Agent and, its successors and permitted assigns, for the benefit of the Secured Parties, a continuing security interest in, and liens on, the undersigned right, title and interest in and to the Collateral, other than Excluded Property, in each case, as to each type of property described below, whether now owned or hereafter acquired by the undersigned, wherever located, and whether now or hereafter existing or arising (the “**Collateral**”):

(i) all patents, patent applications, utility models, statutory invention registrations and all inventions claimed or disclosed therein and all improvements thereto set forth in Schedule A hereto (the “**Patents**”);

(ii) all trademarks, trademark applications, service marks, domain names, trade dress, logos, designs, slogans, trade names, business names, corporate names and other source identifiers, whether registered or unregistered set forth in Schedule B hereto (provided that no security interest shall be granted in United States “intent-to-use” application for registration of a trademark filed pursuant to Section 1(b) of the Lanham Act, to the extent that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use application under applicable law, rule or regulation), together, in each case, with the goodwill symbolized thereby (the “**Trademarks**”);

(iii) all copyrights, together with any moral rights, including, without limitation, copyrights in Computer Software (as defined in the Security Agreement), internet web sites and the content thereof, whether registered or unregistered set forth in Schedule C hereto (the “**Copyrights**”);

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international

treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing;

provided that notwithstanding anything to the contrary contained in the foregoing clauses (i) through (vi), the security interest created hereby shall not extend to, and the term "Collateral" shall not include, any Excluded Property.

SECTION 2. Security for Secured Obligations. The grant of a security interest in, the Collateral by each Grantor under this IP Security Agreement secures the payment of all Secured Obligations of such Grantor now or hereafter existing under or in respect of the Secured Documents (as such Secured Documents may be amended, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time (including any increases of the principal amount outstanding thereunder)), whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Secured Obligations that would be owed by such Grantor to any Secured Party under the Secured Documents but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, or reorganization or similar proceeding involving an Obligor.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable domestic government officer record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of 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.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Security Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 6. Governing Law; Jurisdiction; Etc.

(a) THIS IP SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAWS PRINCIPLES THEREOF, BUT INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

(b) EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK CITY IN THE BOROUGH OF MANHATTAN AND OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK SITTING IN THE BOROUGH OF MANHATTAN, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS IP SECURITY AGREEMENT, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS IP SECURITY AGREEMENT SHALL AFFECT ANY RIGHT THAT ANY CREDITOR REPRESENTATIVE, THE SECURITY AGENT, ANY CREDITOR OR ANY ISSUING BANK MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS IP SECURITY AGREEMENT AGAINST THE BORROWERS OR ANY OTHER OBLIGOR OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

(c) EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS IP SECURITY AGREEMENT IN ANY COURT REFERRED TO IN PARAGRAPH (b) OF THIS SECTION. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

(d) EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 25 OF THE INTERCREDITOR AGREEMENT. NOTHING IN THIS IP SECURITY AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

(e) EACH PARTY TO THIS IP SECURITY AGREEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER THIS IP SECURITY AGREEMENT OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS IP SECURITY AGREEMENT, OR THE TRANSACTIONS RELATED THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER FOUNDED IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION 6(e) WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE SIGNATORIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

IN WITNESS WHEREOF, each Grantor and the Security Agent have caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

SUNRISE MEDICAL (US) LLC

By: 


Name: David Sunday

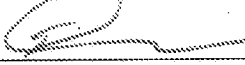
Title: Assistant Treasurer

[APOLLO – US INTELLECTUAL PROPERTY SECURITY AGREEMENT]

TRADEMARK
REEL: 005655 FRAME: 0670

NATIXIS, as Security Agent

By: 
Name: David Rowland
Title: Authorised Signature

By: 
Name: Eric Giddy
Title: Authorised Signature

[APOLLO – US INTELLECTUAL PROPERTY SECURITY AGREEMENT]

PATENTS

Grantor	Sunrise Medical (US) LLC Title	Application No. Application Date	Publication No. Publication Date
Sunrise Medical (US) LLC	ERGONOMIC WHEELCHAIR SEAT	08/748,017 11/12/1996	6032975 3/7/2000
Sunrise Medical (US) LLC	WHEELCHAIR LEG REST ARTICULATION ROTARY LOCKING UNIT USING CLEVIS FOR GREATER STABILITY	09/267,455 3/12/1999	6196568 3/6/2001
Sunrise Medical (US) LLC	METHOD OF PROGRAMMING AND OPERATING TILT AND RECLINE FUNCTIONS IN A WHEELCHAIR	09/583,854 5/31/2000	6588792 7/8/2003
Sunrise Medical (US) LLC	WHEELCHAIR WITH CENTER OF GRAVITY TILT-IN-SPACE CAPACITY	10/403,998 3/31/2003	7007965 3/7/2006
Sunrise Medical (US) LLC	ANGLE ADJUSTABLE WHEELCHAIR CASTER	10/454,756 6/4/2003	7353566 4/8/2008
Sunrise Medical (US) LLC	COORDINATED ARTICULATION OF WHEELCHAIR MEMBERS	10/616,465 7/8/2003	6976699 12/20/2005
Sunrise Medical (US) LLC	METHOD FOR CARRYING FLUID PAD IN WHEELCHAIR CUSHION	10/675,089 9/30/2003	7146666 12/12/2006
Sunrise Medical (US) LLC	CUSTOMIZABLE CONTROL MENU FOR WHEELCHAIR	10/676,522 10/1/2003	7159181 1/2/2007
Sunrise Medical (US) LLC	WHEELCHAIR CONTROL WITH INPUTS MAPPED TO OUTPUTS	10/691,477 10/22/2003	7113854 9/26/2006
Sunrise Medical (US) LLC	PERSONAL MOBILITY VEHICLE WITH TILTABLE SEAT	10/913,005 8/6/2004	8474848 7/2/2013
Sunrise Medical (US) LLC	ADJUSTABLE CASTER ASSEMBLY	10/937,168 9/9/2004	7231689 6/19/2007
Sunrise Medical (US) LLC	SPLINE BACKREST MOUNT	11/218,864 9/2/2005	7377588 5/27/2008

Grantor	Sunrise Medical (US) LLC Title	Application No. Application Date	Publication No. Publication Date
Sunrise Medical (US) LLC	PERSONAL MOBILITY VEHICLE CONTROL SYSTEM WITH INPUT FUNCTIONS PROGRAMMABLY MAPPED TO OUTPUT FUNCTIONS	11/417,459 5/3/2006	7668634 2/23/2010
Sunrise Medical (US) LLC	SLINGSHOT WHEELCHAIR WITH INDEPENDENT FRONT & REAR SUSPENSION	11/504,968 8/16/2006	7896394 3/1/2011
Sunrise Medical (US) LLC	CUSTOMIZABLE MENU WITH AUTOSCANNING	11/648,917 1/2/2007	7310776 12/18/2007
Sunrise Medical (US) LLC	TWO-POINT MOUNTING HARDWARE FOR WHEELCHAIR SEAT BACK	12/075,181 3/10/2008	7857394 12/28/2010
Sunrise Medical (US) LLC	PERSONAL MOBILITY VEHICLE HAVING A PIVOTING SUSPENSION WITH A TORQUE ACTIVATED RELEASE MECHANISM	12/333,102 12/11/2008	8113531 2/14/2012
Sunrise Medical (US) LLC	2-POINT WHEELCHAIR SEATBACK MOUNTING HARDWARE TAPERED CONNECTION	12/963,713 12/9/2010	8197009 6/12/2012
Sunrise Medical (US) LLC	SYSTEM, METHOD, AND COMPUTER READABLE MEDIUM FOR A FORCE-BASED WHEELCHAIR JOYSTICK	13/068,053 4/29/2011	8712614 4/29/2014
Sunrise Medical (US) LLC	Continuation-In-Part of SLINGSHOT WHEELCHAIR WITH INDEPENDENT FRONT & REAR SUSPENSION (27596)	13/372,278 2/13/2012	8210556 7/3/2012
Sunrise Medical (US) LLC	Continuation-In-Part of SLINGSHOT WHEELCHAIR WITH INDEPENDENT FRONT & REAR SUSPENSION (27596)	13/541,054 7/3/2012	8469383 6/25/2013
Sunrise Medical (US) LLC	FOLDING WHEELCHAIR	14/458,747 8/13/2014	8998245 4/7/2015

[APOLLO – US INTELLECTUAL PROPERTY SECURITY AGREEMENT]

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TRADEMARKS

Grantor	Mark	Application No. Filing Date	Registration No. Registration Date
Sunrise Medical (US) LLC	AES	75/352,677 9/5/1997	2,248,856 6/1/1999
Sunrise Medical (US) LLC	BREEZY	73/699,249 12/7/1987	1,495,039 7/5/1988
Sunrise Medical (US) LLC	BUILT-4-ME	85/522,687 1/23/2012	4,198,426 8/28/2012
Sunrise Medical (US) LLC	IRIS	78/316,428 10/21/2003	2,893,554 10/12/2004
Sunrise Medical (US) LLC	J2	78/935,732 7/24/2006	3,344,172 11/27/2007
Sunrise Medical (US) LLC	J3	78/934,918 7/21/2006	3,442,936 6/3/2008
Sunrise Medical (US) LLC	JAY	73/421,649 4/14/1983	1,280,761 6/5/1984
Sunrise Medical (US) LLC	JAY	73/599,767 5/19/1986	1,423,780 1/6/1987
Sunrise Medical (US) LLC	JAY FUSION	85/556,985 2/29/2012	4,302,673 3/12/2013
Sunrise Medical (US) LLC	JAY ION	85/288,515 4/7/2011	4,081,380 1/3/2012
Sunrise Medical (US) LLC	JAY UNION	85/374,832 7/19/2011	4,151,700 5/29/2012
Sunrise Medical (US) LLC	JAY ZIP	85/082,920 7/12/2010	4,008,489 8/9/2011
Sunrise Medical (US) LLC	KID-KART	75/268,558 4/3/1997	2,197,337 10/20/1998
Sunrise Medical (US) LLC	PULSE	77/083,441 1/16/2007	3,623,444 5/19/2009
Sunrise Medical (US) LLC	QM-710	85/522,455 1/23/2012	4,198,411 8/28/2012
Sunrise Medical (US) LLC	QM-715	85/543,043 2/15/2012	4,202,478 9/4/2012
Sunrise Medical (US) LLC	QM-720	85/543,096 2/15/2012	4,206,044 9/11/2012

[APOLLO – US INTELLECTUAL PROPERTY SECURITY AGREEMENT]

Grantor	Mark	Application No. Filing Date	Registration No. Registration Date
Sunrise Medical (US) LLC	QUICKIE	75/631,901 2/1/1999	2,311,804 1/25/2000
Sunrise Medical (US) LLC	QUICKIE 2HP	74/370,693 3/22/1993	1,809,033 12/7/1993
Sunrise Medical (US) LLC	QUICKIE GP	74/370,271 3/22/1993	1,809,031 12/7/1993
Sunrise Medical (US) LLC	QUICKIE GT	78/473,708 8/25/2004	3,105,070 6/13/2006
Sunrise Medical (US) LLC	QUICKIE LX	75/044,396 1/16/1996	2,003,312 9/24/1996
Sunrise Medical (US) LLC	QUICKIE Q7	77/742,814	3,741,133 1/19/2010
Sunrise Medical (US) LLC	QUICKIE QRI	85/634,147 5/24/2012	4,314,768 4/2/2013
Sunrise Medical (US) LLC	QXi	85/533,135 2/3/2012	4,202,457 9/4/2012
Sunrise Medical (US) LLC	SpiderTrac	85/450,417 10/18/2011	4,269,403 1/1/2013
Sunrise Medical (US) LLC	SR45	85/522,659 1/23/2012	4,198,425 8/28/2012
Sunrise Medical (US) LLC	SUNRISE MEDICAL	74/612,162 12/19/1994	1,952,853 1/30/1996
Sunrise Medical (US) LLC	VOYAGE	85/522,832 1/23/2012	4,429,358 11/5/2013
Sunrise Medical (US) LLC	WHITMYER	85/694,568 8/3/2012	4,351,817 6/11/2013
Sunrise Medical (US) LLC	ZIPPIE	73/787,385 3/20/1989	1,563,267 10/31/1989
Sunrise Medical (US) LLC	ZIPPIE IRIS	78/745,610 11/2/2005	3,151,001 10/3/2006
Sunrise Medical (US) LLC	ZIPPIE VOYAGE	85/491,222 12/9/2011	4,377,217 7/30/2013
Sunrise Medical (US) LLC	ZIPPIE ZONE	77/877,330	3,858,218 10/5/2010

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None.

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