# CH \$140,00 865891

ETAS ID: TM362864

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment of Intellectual Property Security Agreement		

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
GENERAL ELECTRIC CAPITAL CORPORATION, AS RETIRING AGENT		11/16/2015	CORPORATION: DELAWARE

## **RECEIVING PARTY DATA**

Name:	HEALTHCARE FINANCIAL SOLUTIONS, LLC, AS SUCCESSOR AGENT	
Street Address:	2 Bethesda Metro Center, Suite 600	
City:	Bethesda	
State/Country:	MARYLAND	
Postal Code:	20814-5318	
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE	

## **PROPERTY NUMBERS Total: 5**

Property Type	Number	Word Mark	
Serial Number:	86589149	DINOLEGS	
Registration Number:	4243464	HURRYCANE	
Registration Number:	4286043	THEHURRYCANE.COM	
Registration Number:	4736729	HURRYCANE GO	
Registration Number:	4191792	HURRYCANE THE ALL-TERRAIN CANE.	

## 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:** 3129932647

**Email:** zeynep.gieseke@lw.com

Correspondent Name: Zeynep Gieseke

Address Line 1: 330 N. Wabash Avenue, Suite 2800

Address Line 2: Latham & Watkins LLP
Address Line 4: Chicago, ILLINOIS 60611

ATTORNEY DOCKET NUMBER:	025646-0000 (MEDICAL DEP)
NAME OF SUBMITTER: Zeynep Gieseke	
SIGNATURE:	/zg/

**DATE SIGNED:** 11/18/2015

## **Total Attachments: 6**

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# ASSIGNMENT OF INTELLECTUAL PROPERTY SECURITY AGREEMENT

This ASSIGNMENT OF INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Assignment"), dated as of November 16, 2015, is by GENERAL ELECTRIC CAPITAL CORPORATION, (as the current and resigning administrative agent, the "Retiring Agent") and HEALTHCARE FINANCIAL SOLUTIONS, LLC, a Delaware limited liability company that does business as HFS Healthcare Financial Solutions, LLC in Alabama, California, Florida, Illinois, Maryland, Missouri, New Jersey, New Mexico and Texas and as HFS Healthcare Financial Solutions in New Hampshire, (as the successor administrative agent together with its successors and assigns, the "Successor Agent").

## RECITALS:

WHEREAS, HurryWorks LLC (f/k/a New Hurrycane LLC), as "Grantor", and Retiring Agent are parties to one or more intellectual property security agreements identified in <a href="Exhibit A">Exhibit A</a> attached hereto (as the same have been and may hereafter be amended, restated, supplemented or otherwise modified from time to time, collectively, the "Agreements") pursuant to which Grantor granted a security interest in and to and lien upon the intellectual property identified in <a href="Exhibit B">Exhibit B</a> (the "Subject IP"); and

WHEREAS, pursuant to that certain Omnibus Agency Transfer Agreement by and between Retiring Agent and Successor Agent, Retiring Agent has assigned to Successor Agent all of its rights, remedies, duties and other obligations under, among other documents, the Agreements and the Subject IP, in each instance, in its capacity as administrative agent and collateral agent, as the case may be.

**NOW, THEREFORE**, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Retiring Agent herby assigns and transfers to Successor Agent and its successors and assigns, all of its rights, title and interest in and to the Agreements.

This Assignment may be executed in any number of counterparts, each of which when so executed shall be deemed an original and all of which taken together shall constitute one and the same instrument.

- Remainder of Page Intentionally Left Blank; Signature Page Follows -

Assignment of Intellectual Property Security Agreement CH\2204595.3

IN WITNESS WHEREOF, Retiring Agent and Successor Agent have caused this Assignment to be duly executed as of the date first above written.

**RETIRING AGENT:** 

GENERAL ELECTRIC CAPITAL CORPORATION As Retiring Agent

By: Name: N Darrem Alcus

Title: Duly Authorized Signatory

SUCCESSOR AGENT:

HEALTHCARE FINANCIAL./
SOLUTIONS/LLC, as Suggessor Agent

By: Name: H. Darren Alcus

Title: Duly Authorized Signatory

## **EXHIBIT A**

Trademark Security Agreement dated as of August 25, 2015 and filed with the United States Patent and Trademark Office on September 10, 2015 at Reel 5620, Frame 0094.

Patent Security Agreement dated as of August 25, 2015 and filed with the United States Patent and Trademark Office on September 10, 2015 at Reel 036532, Frame 0215.

Copyright Security Agreement dated as of August 25, 2015 and filed with the United States Copyright Office on October 21, 2015 in Volume 9911, Document No. 531.

Assignment of Intellectual Property Security Agreement

## EXHIBIT B

# **Trademarks**

<u>COUNTRY</u>	<u>MARK</u>	REGISTRATION NO. (or Application Number where specified)
United States	DINOLEGS	Application No. 86/589,149
United States	HURRYCANE	4243464
United States	THEHURRYCANE.COM	4286043
United States	HURRYCANE GO	4736729
United States	HURRYCANE THE ALL- TERRAIN CANE & Design	4191792

# **Patents**

Country	<b>Application Number</b>	Filing Date	Patent Number	<b>Issue Date</b>
USA	13/858,680	08-Apr-13	9,084,458	21-Jul-15
USA	14/504,810	02-Oct-14	N/A	N/A
USA	29/451,763	08-Apr-13	N/A	N/A
USA	14/738.992	15-Jun-15	N/A	N/A

Assignment of Intellectual Property Security Agreement

# **Copyrights**

Country	<u>Title</u>	Registration No.	Date of Creation
United States	"More Than a Stick" Hurrycane	PA 1-845-977	2011
	television commercial		
United States	"Fastest Selling" Hurrycane television	PA 1-845-672	2011
	commercial		
United States	Hurrycane Website	PA 1-845-923	2011
United States	"The Cane That Stands Alone"	PA 1-845-670	2011
	Hurrycane television commercial		

Assignment of Intellectual Property Security Agreement

**RECORDED: 11/18/2015**