

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM386015

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Kinetic Concepts, Inc.		05/03/2016	Corporation: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	KCI Holding Company, Inc.		
<b>Street Address:</b>	12930 IH-10 West		
<b>City:</b>	San Antonio		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	78249-2248		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4445217	CELLUTOME	
<b>Serial Number:</b>	86723117	CELLUTOME	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2102268395		
<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>	2105545450		
<b>Email:</b>	ipdocket@dykema.com		
<b>Correspondent Name:</b>	Pamela B. Huff; Dykema Gossett PLLC		
<b>Address Line 1:</b>	112 East Pecan Street, Suite 1800		
<b>Address Line 4:</b>	San Antonio, TEXAS 78205		
<b>NAME OF SUBMITTER:</b>	Pamela B. Huff		
<b>SIGNATURE:</b>	/pbhuff35901/		
<b>DATE SIGNED:</b>	05/31/2016		
<b>Total Attachments: 3</b>			
source=KINETIC CONCEPTS INC to KCI HOLDING COMPANY INC#page1.tif			
source=KINETIC CONCEPTS INC to KCI HOLDING COMPANY INC#page2.tif			
source=KINETIC CONCEPTS INC to KCI HOLDING COMPANY INC#page3.tif			

CH \$65.00 4445217

**TRADEMARK ASSIGNMENT**

This Assignment, effective as of December 31, 2015, is by and between Kinetic Concepts, Inc., a Texas corporation ("Assignor"), having a business address situated at 12930 IH-10 West, San Antonio, Texas, USA, and KCI Holding Company, Inc., a Delaware corporation ("Assignee"), having a business address situated at 12930 IH-10 West, San Antonio, Texas USA.

WHEREAS, Assignor and Assignee are parties to a Contribution Agreement dated December 31, 2015 (the "Agreement") pursuant to which Assignor agrees to contribute to Assignee certain assets including, without limitation, the trademarks listed on Schedule A attached hereto.

NOW THEREFORE, for good and valuable consideration including that consideration set forth in the Agreement, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby agrees as follows:

Assignor acknowledges, agrees, covenants, warrants, and represents that it owns all right, title and interest in and to the trademarks set forth on the attached Schedule A (the "Marks"), free and clear of all liens, pledges, charges, assessments, security interests, leases, options or any other claim in law or equity, and that Assignor has not received any notice or claim from any other person or entity alleging infringement or misappropriation by Assignor (or any other person using the Mark with the Assignor's permission) of any intellectual property rights of such other person or entity.

Assignor, as of December 31, 2015, assigns, sells and sets over unto the Assignee, its successors, legal representatives and assigns, the entire right, title, and interest to, any and all rights and privileges associated with the Marks, including the registrations, and applications for registration, for the Marks set forth on the attached Schedule A, together with the goodwill of the business symbolized thereby and the right to bring suit and collect damages for past infringements thereof.

Assignor hereby covenants and agrees that the Assignor will, at any time upon the request of the Assignee, execute and deliver any and all papers and do all lawful acts that may be necessary or desirable to perfect the rights, titles, and interests conveyed to Assignee herein and Assignee's successors and assigns and to permit Assignee and Assignee's successors and assigns to record this Assignment against the registrations and applications with any government office.

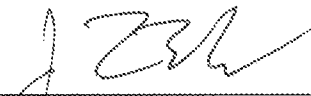
Assignor and Assignee hereby both declare that nothing in this Assignment shall be construed as misleading to the general public.

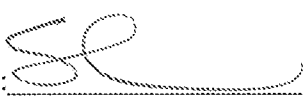
IN WITNESS WHEREOF, the undersigned has caused this Trademark Assignment to be executed by the signature of its duly authorized representative.

Executed this 3rd day of May, 2016

KINETIC CONCEPTS, INC.

KCI HOLDING COMPANY, INC.

By: 

By: 

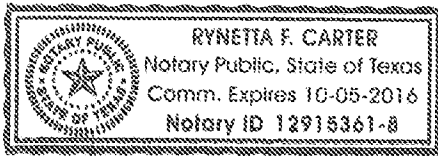
JOHN T. BIBB, Executive Vice President,  
General Counsel and Secretary

EILEEN PASSMORE, Assistant Secretary

STATE OF TEXAS §  
§  
COUNTY OF BEXAR §

Before me, a notary public in and for the state and county aforesaid, on this day personally appeared JOHN T. BIBB, known to me to be the person whose name is subscribed to the foregoing instrument, who acknowledged to me that he executed the same in his capacity as Executive Vice President, General Counsel and Secretary of Kinetic Concepts, Inc. for the purposes and consideration therein expressed.

Given under my hand and seal of office this 3<sup>rd</sup> day of May 2016

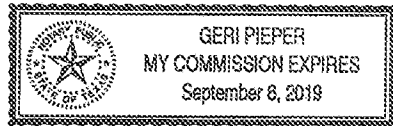


Rynetta F. Carter  
Printed Name: Rynetta Carter  
Notary Public in and for the State of Texas  
My Commission Expires: 10-05-2016  
My Commission Number: 12915361-8

STATE OF TEXAS §  
§  
COUNTY OF BEXAR §

Before me, a notary public in and for the state and county aforesaid, on this day personally appeared EILEEN PASSMORE, known to me to be the person whose name is subscribed to the foregoing instrument, who acknowledged to me that she executed the same in her capacity as Assistant Secretary of KCI Holding Company, Inc. for the purposes and consideration therein expressed.

Given under my hand and seal of office this 3<sup>rd</sup> day of May 2016



Geri Pieper  
Printed Name: Geri Pieper  
Notary Public in and for the State of Texas  
My Commission Expires: Sept 8 2019  
My Commission Number: 81782015

EXHIBIT A

Country	Status	Mark	Filing Date	App No.	Reg Date	Reg No.
AUSTRALIA	REGISTERED	CELLUTOME	04/02/2013	1549391	07/17/2013	1549391
BRAZIL	PENDING	CELLUTOME	05/07/2013	840507755		
BRAZIL	PENDING	CELLUTOME	05/07/2013	840507720		
CANADA	PENDING	CELLUTOME	04/01/2013	1620541		
CHINA	REGISTERED	CELLUTOME	06/25/2013	12807442	10/28/2014	12807442
CHINA	REGISTERED	CELLUTOME	06/25/2013	12807441	10/28/2014	12807441
COLOMBIA	PENDING	CELLUTOME	08/19/2015	15193955		
EU/CTM	REGISTERED	CELLUTOME	03/25/2013	011683729	08/22/2013	011683729
HONG KONG	REGISTERED	CELLUTOME	04/02/2013	302566189	10/10/2013	302566189
INDIA	PENDING	CELLUTOME	04/08/2013	2509072		
ISRAEL	REGISTERED	CELLUTOME	04/02/2013	254616	02/03/2015	254616
ISRAEL	REGISTERED	CELLUTOME	04/02/2013	254615	02/03/2015	254615
JAPAN	REGISTERED	CELLUTOME	04/04/2013	2013-024678	07/19/2013	5600805
MEXICO	REGISTERED	CELLUTOME	04/02/2013	1361665	07/10/2013	1381957
MEXICO	REGISTERED	CELLUTOME	04/02/2013	1361666	07/10/2013	1381958
NEW ZEALAND	REGISTERED	CELLUTOME	04/02/2013	975069	10/03/2013	975069
NORWAY	REGISTERED	CELLUTOME	04/02/2013	201303985	07/29/2013	271596
SAUDI ARABIA	PENDING	CELLUTOME	04/03/2013	194947		
SAUDI ARABIA	PENDING	CELLUTOME	04/03/2013	194948		
SINGAPORE	REGISTERED	CELLUTOME	04/03/2013	T1305235A	07/17/2014	T1305235A
SOUTH AFRICA	REGISTERED	CELLUTOME	04/02/2013	2013/08286	12/24/2014	2013/08286
SOUTH AFRICA	REGISTERED	CELLUTOME	04/02/2013	2013/08287	12/24/2014	2013/08287
SOUTH KOREA	REGISTERED	CELLUTOME	04/01/2013	40-2013-20361	07/25/2014	1049988
SWITZERLAND	REGISTERED	CELLUTOME	04/02/2013	53965/2013	06/17/2013	645202
TAIWAN	REGISTERED	CELLUTOME	03/29/2013	102016910	09/01/2013	1598420
TURKEY	REGISTERED	CELLUTOME	05/13/2013	2013/43392	04/11/2014	2013/43392
UNITED ARAB EMR	REGISTERED	CELLUTOME	04/10/2013	189929	11/03/2014	189929
UNITED ARAB EMR	REGISTERED	CELLUTOME	04/10/2013	189930	11/04/2014	189930
UNITED STATES	REGISTERED	CELLUTOME	01/21/2013	85/980,362	12/03/2013	4,445,217
UNITED STATES	PENDING	CELLUTOME	08/12/2015	86/723,117		