

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM405554

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Anodyne Medical Device, Inc.		11/14/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Collateral Agent		
Street Address:	10 South Dearborn, 7th Fl., Ill-1625		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603-2300		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 29			
Property Type	Number	Word Mark	
Registration Number:	3967188	TRIDIEN	
Registration Number:	4840899	AIR CHAIR	
Registration Number:	4840900	SENTRY	
Registration Number:	4840902	STAGE IV	
Registration Number:	4840903	THERA-TURN	
Registration Number:	4670516	SLEEP ASSURE	
Registration Number:	4198019	AIRFLO	
Registration Number:	4128462	REACTIVE AIR	
Registration Number:	3828342	VALUETEX	
Registration Number:	3828341	DURATEX	
Registration Number:	3827682	SOLO	
Registration Number:	3769574	MICROVENT TECHNOLOGY	
Registration Number:	3858062		
Registration Number:	2049058	SENTECH MEDICAL SYSTEMS	
Registration Number:	3860571	ULTRATEX	
Registration Number:	3860566	ECONOTEX	
Registration Number:	4840904	SENTECH	
Serial Number:	86575568	OBSERVER	
Serial Number:	86575542	TROOPER	

OP \$740.00 3967188

Property Type	Number	Word Mark
Serial Number:	86575518	DEFENDER
Serial Number:	86575553	GUARDIAN
Serial Number:	86575562	BRIGADE
Serial Number:	86575597	ORION
Serial Number:	86575576	SENTINEL
Serial Number:	86575632	CARINA
Serial Number:	86575642	URSA
Serial Number:	86575621	LYRA
Serial Number:	86575628	AQUILA
Serial Number:	86575647	PAVO

CORRESPONDENCE DATA

Fax Number: 8009144240

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: 614-280-3563

Email: michael.violet@wolterskluwer.com

Correspondent Name: Stephen Grove

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Elaine Carrera
SIGNATURE:	/Elaine Carrera/
DATE SIGNED:	11/15/2016

Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of November 14, 2016, (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this "Agreement"), by Anodyne Medical Device, Inc. (the "Grantor") in favor of JPMorgan Chase Bank, N.A., in its capacity as Collateral Agent for the Secured Parties (in such capacity, the "Agent").

Reference is made to that certain Pledge and Security Agreement, dated as of September 8, 2015 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the "Security Agreement"), among the Loan Parties party thereto and the Agent, pursuant to which the Grantors have granted a security interest to the Agent in the Collateral (including the Intellectual Property (as defined in the Security Agreement)) and are required to execute and deliver this Agreement. The Lenders (as defined in the Credit Agreement (as defined below)) have extended credit to the Borrower (as defined in the Credit Agreement) subject to the terms and conditions set forth in that certain Amended and Restated Credit Agreement, dated as of September 21, 2016 (as amended, restated, further amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the "Credit Agreement"), by and among Hill-Rom Holdings, Inc., an Indiana corporation, as borrower, the lenders from time to time party thereto (the "Lenders") and the Agent.

Consistent with the requirements set forth in the Security Agreement, the parties hereto agree as follows:

Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement.

Grant of Security Interest. As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, the Grantor, pursuant to the Security Agreement, hereby grants to the Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a security interest in all of its right, title and interest in and to all of the following personal property, whether now owned by or owing to or hereafter acquired by or arising in favor of the Grantor and regardless of where located (collectively, the "IP Collateral"):

all Trademarks, including those listed on Schedule I hereto;

all issued Patents and pending applications for Patents, including those listed on Schedule II hereto;

all proceeds of the foregoing.

Security Agreement. The security interests granted to the Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the IP Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

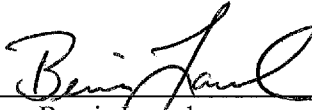
Governing Law. This Agreement and any claim, controversy or dispute arising under or related to this Agreement, whether in tort, contract (at law or in equity) or otherwise, shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York without regard to conflict of laws principles that would result in the application of any law other than the law of the State of New York or applicable federal laws governing the Registered Intellectual Property Collateral.

Counterparts. This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or by email as a “.pdf” or “.tiff” attachment shall be effective as delivery of a manually executed counterpart of this Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

ANODYNE MEDICAL DEVICE, INC.

By: 
Name: Bernie Laufel
Title: President and Chief Executive Officer

Signature Page to Intellectual Property Security Agreement

TRADEMARK
REEL: 005921 FRAME: 0416

Schedule I**U.S. Trademarks and U.S. Trademark Applications:**

<u>Owner</u>	<u>Trademark Name</u>	<u>Status</u>	<u>Application Date</u>	<u>Application Number</u>	<u>Registration Date</u>	<u>Reg Number</u>
Unassigned – Owner is listed as Anodyne Medical Device, Inc.	TRIDIEN	Registered	12-22-2009	77899279	05-24-2011	3967188
Unassigned – Owner is listed as Anodyne Medical Device, Inc.	AIR CHAIR	Registered	03-13-2015	86564022	10-27-2015	4840899
Unassigned – Owner is listed as Anodyne Medical Device, Inc.	SENTRY	Registered	03-13-2015	86564027	10-27-2015	4840900
Unassigned – Owner is listed as Anodyne Medical Device, Inc.	STAGE IV	Registered	03-13-2015	86564030	10-27-2015	4840902
Unassigned – Owner is listed as Anodyne Medical Device, Inc.	THERA-TURN	Registered	03-13-2015	86564034	10-27-2015	4840903
Unassigned – Owner is listed as Anodyne Medical Device, Inc.	SLEEP ASSURE	Registered	05-13-2014	86279431	01-13-2015	4670516
Unassigned – Owner is listed as Anodyne Medical Device, Inc.	AIRFLO	Registered	01-16-2012	85517253	08-28-2012	4198019
Unassigned – Owner is listed as Anodyne Medical Device, Inc.	REACTIVE AIR	Registered	08-08-2011	85391847	04-17-2012	4128462
Unassigned – Owner is listed as Anodyne Medical Device, Inc.	VALUETEX	Registered	02-03-2010	77926647	08-03-2010	3828342

<u>Owner</u>	<u>Trademark Name</u>	<u>Status</u>	<u>Application Date</u>	<u>Application Number</u>	<u>Registration Date</u>	<u>Reg Number</u>
Unassigned – Owner is listed as Anodyne Medical Device, Inc.	DURATEX	Registered	02-03-2010	77926625	08-03-2010	3828341
Unassigned – Owner is listed as Anodyne Medical Device, Inc.	SOLO	Registered	12-22-2009	77898835	08-03-2010	3827682
Unassigned – Owner is listed as Anodyne Medical Device, Inc.	MICROVENT TECHNOLOGY	Registered	09-01-2009	77817334	03-30-2010	3769574
Unassigned – Owner is listed as Anodyne Medical Device, Inc.	TRIDIEN CIRCLE LOGO (DESIGN)	Registered	09-01-2009	77817149	10-05-2010	3858062
Anodyne Medical Device, Inc..	SENTECH MEDICAL SYSTEMS	Registered	04-22-1996	75092594	04-01-1997	2049058
Anodyne Medical Device, Inc..	ULTRATEX	Registered	03-08-2010	77952977	10-12-2010	3860571
Anodyne Medical Device, Inc.	ECONOTEX	Registered	03-08-2010	77952904	10-12-2010	3860566
Unassigned – Owner is listed as Anodyne Medical Device, Inc.	SENTECH	Registered	03-13-2015	86564041	10-27-2015	4840904
Unassigned – Owner is listed as Anodyne Medical Device, Inc.	OBSERVER	Published – To be abandoned		86575568		
Unassigned – Owner is listed as Anodyne Medical Device, Inc.	TROOPER	Published – To be abandoned		86575542		
Unassigned – Owner is listed as Anodyne Medical Device, Inc.	DEFENDER	Published – To be abandoned		86575518		

<u>Owner</u>	<u>Trademark Name</u>	<u>Status</u>	<u>Application Date</u>	<u>Application Number</u>	<u>Registration Date</u>	<u>Reg Number</u>
Unassigned – Owner is listed as Anodyne Medical Device, Inc.	GUARDIAN	Published – To be abandoned		86575553		
Unassigned – Owner is listed as Anodyne Medical Device, Inc.	BRIGADE	Published – To be abandoned		86575562		
Unassigned – Owner is listed as Anodyne Medical Device, Inc.	ORION	Published – To be abandoned		86575597		
Unassigned – Owner is listed as Anodyne Medical Device, Inc.	SENTINEL	Published – To be abandoned		86575576		
Unassigned – Owner is listed as Anodyne Medical Device, Inc.	CARINA	Published – To be abandoned		86575632		
Unassigned – Owner is listed as Anodyne Medical Device, Inc.	URSA	Published – To be abandoned		86575642		
Unassigned – Owner is listed as Anodyne Medical Device, Inc.	LYRA	Published – To be abandoned		86575621		
Unassigned – Owner is listed as Anodyne Medical Device, Inc.	AQUILA	Published – To be abandoned		86575628		
Unassigned – Owner is listed as Anodyne Medical Device, Inc.	PAVO	Published – To be abandoned		86575647		

Schedule II**U.S. Patents and U.S. Patent Applications:**

<u>Owner</u>	<u>Title</u>	<u>Status</u>	<u>Filed Date</u>	<u>App.No.</u>	<u>Grant Date</u>	<u>Patent No.</u>
Anodyne Medical Devices, LLC	DISTRIBUTED PRESSURE CONTROL FOR SUPPORT SURFACES	Granted	9/7/2007	11/851,880	8/31/2010	7,784,131
Anodyne Medical Devices, LLC	SUPPORT SURFACE WITH INTEGRAL PATIENT TURNING MECHANISM	Granted	6/1/2006	11/308,976	3/23/2010	7,681,269
Anodyne Medical Devices, LLC	ADJUSTABLE WIDTH BARIATRIC TRANSPORT SUPPORT SURFACE	Granted	11/17/2005	11/164,314	2/18/2014	8,650,686
Anodyne Medical Devices, LLC	APPARATUS AND METHOD FOR EXACT CONTROL OF CROSS OVER PRESSURES, INCLUDING HIGH AND LOW PRESSURES, BY DYNAMICALLY VARYING THE COMPRESSOR PUMP OUTPUT IN ALTERNATING PRESSURE SUPPORT	Granted	6/25/2003	10/604,068	6/28/2005	6,910,238
Anodyne Medical Devices, LLC	NODAL MODULAR SUPPORT SURFACE	Granted	10/3/2007	11/866,602	1/7/2014	8,621,693
Anodyne Medical Devices, LLC	APPARATUS AND METHOD FOR RAPIDLY DEFLATING AIR CELLS WITH CHECK VALVES FOR CARDIO PULMONARY RESUSCITATION	Granted	12/13/2007	11/955,899	10/12/2010	7,810,195
Anodyne Medical Devices, LLC	VIBRATIONAL SUPPORT SURFACE	Granted	4/18/2008	12/105,584	8/7/2012	8,235,920
Anodyne Medical Devices, LLC	MATTRESS WITH FEATURES FOR IMPROVED SUPPORT AND COMFORT	Granted	5/21/2008	12/124,581	3/23/2010	7,681,270
Anodyne Medical Devices, LLC	ALTERNATING LOW AIR LOSS PRESSURE OVERLAY FOR PATIENT BEDSIDE CHAIR AND MOBILE WHEEL CHAIR	Granted	2/29/1996	08/610,113	11/18/1997	5,687,438
Anodyne Medical Devices, LLC	AIR DISTRIBUTION DEVICE FOR THE PREVENTION AND THE TREATMENT OF DECUBITUS ULCERS AND PRESSURE SORES	Granted	8/5/1997	08/906,486	7/27/1999	5,926,884
Anodyne Medical Devices, LLC	STIMUL-AIR SLEEVE	Granted	6/14/2010	12/814,856	7/31/2012	8,231,561
Anodyne Medical Device, Inc.	BED EXIT ALARM	Granted	9/11/2009	12/558,142	10/25/2011	8,042,206
Anodyne Medical Device, Inc.	VIBRATIONAL SUPPORT SURFACE	Granted	7/17/2012	13/551,069	11/8/2012	8,758,281

Anodyne Medical Device, Inc.	SUPPORT SURFACE SYSTEM PROVIDING SIMULATANEOUS ALTERNATING PRESSURE AND LOW AIR LOSS THERAPIES	Granted	9/10/2010	12/882,996	10/7/2014	8,852,131
Anodyne Medical Device, Inc.	SUPPORT SURFACE WITH PROXIMITY SENSOR AND OPERABLE IN LOW POWER MODE	Granted	2/4/2010	13/110,310	9/8/2011	8,868,244
Anodyne Medical Device, Inc.	SUPPORT SURFACE SYSTEM PROVIDING SIMULATANEOUS ALTERNATING PRESSURE AND LOW AIR LOSS THERAPIES	Granted	10/7/2014	14/508,525	7/14/2016	9,364,386