

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM413092

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Notice and Confirmation of Grant of Security Interest in Trademarks - First Lien

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
DeVilbiss Healthcare LLC		01/03/2017	Limited Liability Company: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	JPMORGAN CHASE BANK, N.A., AS COLLATERAL AGENT
<b>Street Address:</b>	10 S. DEARBORN ST., 7TH FLOOR
<b>City:</b>	CHICAGO
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60603
<b>Entity Type:</b>	National Banking Association: UNITED STATES

## PROPERTY NUMBERS Total: 31

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:	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
Registration Number:	1881232	OSD

CH \$790.00 4476350

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	1136702	PULMO-AIDE
Registration Number:	1926352	PULMOMATE
Registration Number:	3376435	PULMONEB
Registration Number:	1926354	PULSEDOSE
Registration Number:	4728443	PULSEDOSE
Registration Number:	4149793	SLEEP CUBE AUTO PLUS
Registration Number:	2029288	SMART TRACK
Registration Number:	4604268	SMARTCODE ADHERENCE SCORE
Registration Number:	3577301	SMARTCODE
Registration Number:	4149924	SMARTFLEX
Registration Number:	3554678	SMARTLINK
Registration Number:	2022104	VACU-AIDE
Registration Number:	2775755	WALKABOUT

**CORRESPONDENCE DATA**

**Fax Number:** 2124552502

*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) 455-3605

**Email:** ksolomon@stblaw.com

**Correspondent Name:** GENEVIEVE DORMENT, ESQ.

**Address Line 1:** SIMPSON THACHER & BARTLETT LLP

**Address Line 2:** 425 LEXINGTON AVENUE

**Address Line 4:** New York, NEW YORK 10017

**ATTORNEY DOCKET NUMBER:** 509265/2001

**NAME OF SUBMITTER:** Genevieve Dorment

**SIGNATURE:** /gd/

**DATE SIGNED:** 01/20/2017

**Total Attachments: 7**

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NOTICE AND CONFIRMATION OF GRANT OF  
SECURITY INTEREST IN TRADEMARKS

**NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS** (the "Agreement"), dated as of January 3, 2017, made by DeVilbiss Healthcare LLC (the "Grantor"), in favor of JPMorgan Chase Bank, N.A., a United States national association, as Collateral Agent (the "Agent") for itself, the several banks and other financial institutions (the "Lenders") that are parties to the First Lien Credit Agreement, dated as of January 3, 2017 (as the same may be amended, waived, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Medical Depot Holdings, Inc. (the "Borrower"), the Agent and the Lenders, and the other Secured Parties provided for in the Credit Agreement.

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans to the Borrower subject to the terms and conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Borrower and the Guarantors have executed and delivered a First Lien Guarantee and Collateral Agreement, dated as of January 3, 2017, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, the Grantor granted to the Agent for the benefit of the Secured Parties a security interest in all of its Intellectual Property, including the Trademarks; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

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

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

SECTION 2. Confirmation of Grant of Security Interest. The Grantor hereby confirms that pursuant to the Security Agreement it granted to the Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor's right, title and interest in (subject only to Liens permitted under the Credit Agreement) and to all Trademarks (including, without limitation, those items listed on Schedule I hereto) and to the extent not otherwise included, all Proceeds and products of any and all

of the foregoing, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations, except that no security interest is or will be granted pursuant hereto in any Excluded Assets.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest with the United States Patent and Trademark Office. This Agreement is expressly subject to the terms and conditions of the Security Agreement. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

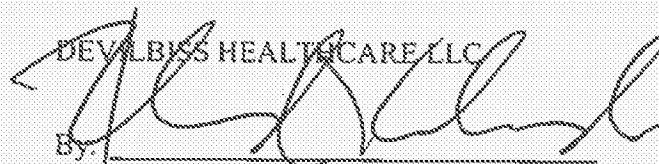
SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Trademarks are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

\* \* \*

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

DEVILBISS HEALTHCARE LLC  
By:   
Name: Richard S. Kolodny  
Title: Executive Vice President

JPMORGAN CHASE BANK, N.A.,  
as Agent

By: \_\_\_\_\_  
Name:  
Title:

[SIGNATURE PAGE TO FIRST LIEN NOTICE AND CONFIRMATION OF SECURITY INTEREST IN TRADEMARKS-DEVILBISS HEALTHCARE LLC]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

DEVILBISS HEALTHCARE LLC

By: \_\_\_\_\_  
Name: Richard S. Kolodny  
Title: Executive Vice President

JPMORGAN CHASE BANK, N.A.,  
as Agent

By:  \_\_\_\_\_  
Name: Dawn Lee Lum  
Title: Executive Director

[SIGNATURE PAGE TO FIRST LIEN NOTICE AND CONFIRMATION OF SECURITY INTEREST IN TRADEMARKS-DEVILBISS HEALTHCARE LLC]

**TRADEMARK**  
**REEL: 005971 FRAME: 0934**

SCHEDULE I

Trademark Registrations

<u>Grantor</u>	<u>Country</u>	<u>Mark</u>	<u>Status</u>	<u>App./ Reg. No.</u>	<u>Filing/ Reg. Date</u>	<u>Registration Date</u>
DEVILBISS HEALTHCA RE LLC	US	ADHERENCE SCORE	Registered	4476350	04/10/2013	01/28/2014
DEVILBISS HEALTHCA RE LLC	US	AUTO PLUS	Registered	4050249	06/17/2010	11/01/2011
DEVILBISS HEALTHCA RE LLC	US	AUTOADJUST	Registered	4500572	02/14/2013	03/25/2014
DEVILBISS HEALTHCA RE LLC	US	BREATHE FREELY SLEEP SOUNDLY	Registered	4043137	08/20/2010	10/18/2011
DEVILBISS HEALTHCA RE LLC	US	BREATHIES BUNCH	Registered	3717636	11/04/2008	12/01/2009
DEVILBISS HEALTHCA RE LLC	US	COMFORTTOU CH	Registered	4358840	02/23/2012	06/25/2013
DEVILBISS HEALTHCA RE LLC	US	DEVILBISS	Registered	1745662	03/24/1992	01/12/1993
DEVILBISS HEALTHCA RE LLC	US	DEVILBISS HEALTHCARE	Registered	3570395	03/14/2007	02/03/2009
DEVILBISS HEALTHCA RE LLC	US	DEVILBISS IFLL	Registered	3211954	11/03/2005	02/20/2007
DEVILBISS HEALTHCA RE LLC	US	DEVILBISS IGO	Registered	3610388	11/03/2005	04/21/2009
DEVILBISS HEALTHCA RE LLC	US	DEVILBISS SERENITY	Registered	2495641	12/22/1999	10/09/2001
DEVILBISS HEALTHCA RE LLC	US	DEVILBISS TRAVELER	Registered	3209244	06/07/2006	02/13/2007
DEVILBISS HEALTHCA RE LLC	US	EASYFIT	Registered	3877821	07/31/2009	11/16/2010

<u>Grantor</u>	<u>Country</u>	<u>Mark</u>	<u>Status</u>	<u>App./ Reg. No.</u>	<u>Filing/ Reg. Date</u>	<u>Registration Date</u>
DEVILBISS HEALTHCA RE LLC	US	FLEXSET	Registered	3011418	09/15/2004	11/01/2005
DEVILBISS HEALTHCA RE LLC	US	FLOW ROUNDING	Registered	4201505	01/05/2012	09/04/2012
DEVILBISS HEALTHCA RE LLC	US	INTELLIPAP	Registered	3468567	10/28/2006	07/15/2008
DEVILBISS HEALTHCA RE LLC	US	MICROPULSE	Registered	3385597	08/29/2006	02/19/2008
DEVILBISS HEALTHCA RE LLC	US	OSD	Registered	1881232	11/06/1992	02/28/1995
DEVILBISS HEALTHCA RE LLC	US	PULMO-AIDE	Registered	1136702	03/29/1979	06/03/1980
DEVILBISS HEALTHCA RE LLC	US	PULMOMATE	Registered	1926352	12/28/1993	10/10/1995
DEVILBISS HEALTHCA RE LLC	US	PULMONEB	Registered	3376435	04/23/2007	01/29/2008
DEVILBISS HEALTHCA RE LLC	US	PULSEDOSE	Registered	1926354	04/06/1994	10/10/1995
DEVILBISS HEALTHCA RE LLC	US	PULSEDOSE	Registered	4728443	09/03/2013	04/28/2015
DEVILBISS HEALTHCA RE LLC	US	SLEEP CUBE AUTO PLUS	Registered	4149793	09/30/2011	05/29/2012
DEVILBISS HEALTHCA RE LLC	US	SMART TRACK	Registered	2029288	05/22/1995	01/07/1997
DEVILBISS HEALTHCA RE LLC	US	SMARTCODE ADHERENCE SCORE	Registered	4604268	08/01/2013	09/16/2014
DEVILBISS HEALTHCA RE LLC	US	SMARTCODE	Registered	3577301	09/17/2007	02/17/2009
DEVILBISS HEALTHCA RE LLC	US	SMARTFLEX	Registered	4149924	10/03/2011	05/29/2012



<u>Grantor</u>	<u>Country</u>	<u>Mark</u>	<u>Status</u>	<u>App./ Reg. No.</u>	<u>Filing/ Reg. Date</u>	<u>Registration Date</u>
DEVILBISS HEALTHCA RE LLC	US	SMARTLINK	Registered	3554678	02/16/2007	12/30/2008
DEVILBISS HEALTHCA RE LLC	US	VACU-AIDE	Registered	2022104	01/11/1996	12/10/1996
DEVILBISS HEALTHCA RE LLC	US	WALKABOUT	Registered	2775755	11/17/2002	10/21/2003