

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM413122

| | |
|------------------------------|-----------------------------------------------------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | Notice and Confirmation of Grant of Security Interest in Trademarks - Second Lien |

CONVEYING PARTY DATA

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

RECEIVING PARTY DATA

| | |
|------------------------|----------------------------------------|
| Name: | BARCLAYS BANK PLC, AS COLLATERAL AGENT |
| Street Address: | 745 SEVENTH AVENUE |
| City: | New York |
| State/Country: | NEW YORK |
| Postal Code: | 10018 |
| Entity Type: | Public Limited Company: UNITED KINGDOM |

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
source=Second Lien Notice and Confirmation of Security Interest in Trademarks (DeVilbiss Healthcare LLC) (EXECUTED)#page1.tif
source=Second Lien Notice and Confirmation of Security Interest in Trademarks (DeVilbiss Healthcare LLC) (EXECUTED)#page2.tif
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source=Second Lien Notice and Confirmation of Security Interest in Trademarks (DeVilbiss Healthcare LLC) (EXECUTED)#page6.tif
source=Second Lien Notice and Confirmation of Security Interest in Trademarks (DeVilbiss Healthcare LLC) (EXECUTED)#page7.tif

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 Barclays Bank PLC, a United Kingdom public limited company, as Collateral Agent (the "Agent") for itself, the several banks and other financial institutions (the "Lenders") that are parties to the Second 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 Second 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

BARCLAYS BANK PLC,
as Agent

By: _____

Name:

Title:

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

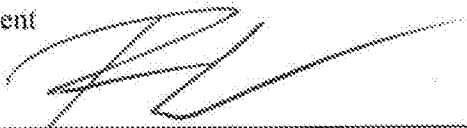
TRADEMARK
REEL: 005972 FRAME: 0912

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

BARCLAYS BANK PLC,
as Agent

By:  _____
Name: Ritam Bhalla
Title: Director

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

TRADEMARK
REEL: 005972 FRAME: 0913

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 HEALTHCARE LLC | US | ADHERENCE SCORE | Registered | 4476350 | 04/10/2013 | 01/28/2014 |
| DEVILBISS HEALTHCARE LLC | US | AUTO PLUS | Registered | 4050249 | 06/17/2010 | 11/01/2011 |
| DEVILBISS HEALTHCARE LLC | US | AUTOADJUST | Registered | 4500572 | 02/14/2013 | 03/25/2014 |
| DEVILBISS HEALTHCARE LLC | US | BREATHE FREELY SLEEP SOUNDLY | Registered | 4043137 | 08/20/2010 | 10/18/2011 |
| DEVILBISS HEALTHCARE LLC | US | BREATHIES BUNCH | Registered | 3717636 | 11/04/2008 | 12/01/2009 |
| DEVILBISS HEALTHCARE LLC | US | COMFORTTOU CH | Registered | 4358840 | 02/23/2012 | 06/25/2013 |
| DEVILBISS HEALTHCARE LLC | US | DEVILBISS | Registered | 1745662 | 03/24/1992 | 01/12/1993 |
| DEVILBISS HEALTHCARE LLC | US | DEVILBISS HEALTHCARE | Registered | 3570395 | 03/14/2007 | 02/03/2009 |
| DEVILBISS HEALTHCARE LLC | US | DEVILBISS IFLL | Registered | 3211954 | 11/03/2005 | 02/20/2007 |
| DEVILBISS HEALTHCARE LLC | US | DEVILBISS IGO | Registered | 3610388 | 11/03/2005 | 04/21/2009 |
| DEVILBISS HEALTHCARE LLC | US | DEVILBISS SERENITY | Registered | 2495641 | 12/22/1999 | 10/09/2001 |
| DEVILBISS HEALTHCARE LLC | US | DEVILBISS TRAVELER | Registered | 3209244 | 06/07/2006 | 02/13/2007 |
| DEVILBISS HEALTHCARE 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 |