

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM420400

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Joerns LLC		03/15/2017	Limited Liability Company: CALIFORNIA
Joerns Healthcare, LLC		03/15/2017	Limited Liability Company: DELAWARE
RecoverCare, LLC		03/15/2017	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	PineBridge Structured Capital Partners III, L.P., as Agent
Street Address:	399 Park Avenue, 4th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	Limited Partnership: DELAWARE

PROPERTY NUMBERS Total: 62

Property Type	Number	Word Mark
Registration Number:	4560885	CAREGLYDE
Registration Number:	3414296	PATIENT CARE SYSTEMS, INC.
Registration Number:	3468691	RECOVERAIR
Registration Number:	4234235	RECOVERAIR STIMULUS
Registration Number:	4531645	RECOVERCARE
Registration Number:	1818236	RECOVERCARE
Registration Number:	4531644	RECOVERCARE
Registration Number:	3517134	RECOVERTURN
Registration Number:	3341347	SAFE-TDRIVE
Registration Number:	4234234	STIMULUS
Registration Number:	2197320	STIMULUS SYSTEM
Registration Number:	4107160	WOUNDTRAKKER
Registration Number:	3224340	ARISE
Registration Number:	1603577	BIO CLINIC
Registration Number:	1345906	BIOGARD

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Property Type	Number	Word Mark
Registration Number:	1613688	BIOTHERAPY
Registration Number:	2404028	CAIR1000
Registration Number:	2893555	DERMAFLOAT
Registration Number:	2162612	DERMATECH
Registration Number:	3330998	DUOTHERAPY
Registration Number:	1344452	EASY CARE
Registration Number:	1025244	EGG CRATE
Registration Number:	2379765	FLAPCAIR
Registration Number:	3064498	HOYER ADVANCE
Registration Number:	3437656	HOYER COMFORT PAD
Registration Number:	3042845	HOYER PRESENCE
Registration Number:	2392194	IMPRINT
Registration Number:	1024152	JOERNS
Registration Number:	3640050	JOERNS HEALTHCARE
Registration Number:	2192009	ONESOURCE
Registration Number:	3437880	PREVAMATT
Registration Number:	3241450	PROCAIR
Registration Number:	1441235	TABLE PLUS
Registration Number:	3232622	TRILINE
Registration Number:	2278167	TURN CAIR
Registration Number:	3236168	TXCAIR
Registration Number:	3241453	TXSEAT
Registration Number:	2404893	ULTRACARE
Registration Number:	3239034	WOUNDLINK
Registration Number:	3239033	WOUNDLINK
Registration Number:	4016513	CALIBRE
Registration Number:	3877732	P.R.O. TECHNOLOGY
Registration Number:	3608850	HOYERPRO
Registration Number:	3670711	ULTRALOCK
Registration Number:	3677598	JOURNEY
Registration Number:	3505153	STATURE
Registration Number:	3558825	ELEVATE
Registration Number:	3528850	P.R.O. MATT
Registration Number:	3561634	JOERNS
Registration Number:	3808666	FLUID IMMERSION SIMULATION
Registration Number:	3822730	AUTOVECTOR
Registration Number:	4311993	XDRIVE
Registration Number:	3329166	PREVENT

Property Type	Number	Word Mark
Registration Number:	4735532	DOLPHIN
Registration Number:	4115660	ERGO RAIL SYSTEM
Registration Number:	4115661	SAVING NURSES ONE BACK AT A TIME
Registration Number:	4640480	HOYER
Registration Number:	4851064	CLIMATECARE
Serial Number:	85699265	PREVENT
Serial Number:	87113340	DOLPHINCARE
Serial Number:	87311474	ELARA
Serial Number:	87311480	CHAUFFEUR

CORRESPONDENCE DATA

Fax Number: 6175269899

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: 6175269628

Email: cslattery@proskauer.com

Correspondent Name: Christine Slattery

Address Line 1: Proskauer Rose LLP

Address Line 2: One International Place, 23rd Floor

Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	11816 / 019
NAME OF SUBMITTER:	Christine Slattery
SIGNATURE:	/Christine Slattery/
DATE SIGNED:	03/21/2017

Total Attachments: 11

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of March 15, 2017, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of PineBridge Structured Capital Partners III, L.P. (“PineBridge”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Purchasers (as defined in the Note Purchase Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Second Lien Note Purchase Agreement, dated as of March 15, 2017 (as the same may be amended, amended and restated, supplemented or otherwise modified from time to time, the “Note Purchase Agreement”), among the Issuers, the Issuer Representative, the other Note Parties party thereto, the Purchasers from time to time party thereto and PineBridge, as Agent for the Purchasers and for itself as a Purchase, the Purchasers have severally agreed to make extensions of credit to the Issuers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Agent (the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Note Purchase Agreement) of each Issuer; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Purchasers and the Agent to enter into the Note Purchase Agreement and to induce the Purchasers to make their respective extensions of credit to the Issuers thereunder, each Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

Section 7. Intercreditor Agreement. In the event of any conflict between any provision in this Trademark Security Agreement and any provision in the Intercreditor Agreement, such provision in the Intercreditor Agreement shall control. The parties hereto agree that, for so long as the Intercreditor Agreement remains in effect, any obligation of any Grantor hereunder with respect to delivery or control of Collateral shall be deemed satisfied if such Grantor delivers or provides control of such Collateral to

either the Agent or the First Lien Agent, as applicable pursuant to the terms of the First Lien Intercreditor Agreement.

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FOLLOWS]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

JOERNS LLC, as Grantor

By: Mark Ludwig
Name: Mark Ludwig
Title: President and CEO

JOERNS HEALTHCARE, LLC, as Grantor

By: Mark Ludwig
Name: Mark Ludwig
Title: President and CEO

RECOVERCARE, LLC, as Grantor

By: Mark Ludwig
Name: Mark Ludwig
Title: President and CEO

ACCEPTED AND AGREED
as of the date first above written:

PINEBRIDGE STRUCTURED CAPITAL
PARTNERS III, L.P.,
as Agent

By: 

Name: Justin W. Steil

Title: Managing Director

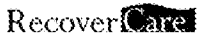
[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006015 FRAME: 0452

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

(A) REGISTERED TRADEMARKS

Country/ State	Mark	Serial/ Registration Number	Filing/ Registration Date	Owner	Status
US	CAREGLYDE	Serial No. 85/739,530 Reg. No. 4,560,885	Filing Date 9/26/2012 Reg. Date 7/1/2014	RecoverCare LLC	Registered
US	PATIENT CARE SYSTEMS, INC.	Serial No. 77/242,290 Reg. No. 3,414,296	Filing Date 7/30/2007 Reg. Date 4/22/2008	RecoverCare, LLC	Registered
US	RECOVERAIR	Serial No. 77/086,724 Reg. No. 3,468,691	Filing Date 1/19/2007 Reg. Date 7/15/2008	RecoverCare, LLC	Registered
US	RECOVERAIR STIMULUS	Serial No. 85/641,419 Reg. No. 4,234,235	Filing Date 6/1/2012 Reg. Date 10/30/2012	RecoverCare, LLC	Registered
US	RECOVERCARE	Serial No. 85/726,170 Reg. No. 4,531,645	Filing Date 9/11/2012 Reg. Date 5/20/2014	RecoverCare, LLC	Registered
US	RECOVERCARE	Serial No. 74/328,320 Reg. No. 1,818,236	Filing Date 11/4/1992 Reg. Date 1/25/1994	RecoverCare, LLC	Registered
US		Serial No. 85/726,164 Reg. No. 4531644	Filing Date 9/11/2012 Reg. Date 5/20/2014	RecoverCare, LLC	Registered
US	RECOVERTURN	Serial No. 77/086,719 Reg. No. 3,517,134	Filing Date 1/19/2007 Reg. Date 10/14/2008	RecoverCare, LLC	Registered
US	SAFE-TDRIVE	Serial No. 78/716,065 Reg. No. 3,341,347	Filing Date 9/19/2005 Reg. Date 11/20/2007	RecoverCare, LLC	Registered
US	STIMULUS	Serial No. 85/641,219 Reg. No. 4,234,234	Filing Date 6/1/2012 Reg. Date 10/30/2012	RecoverCare, LLC	Registered

Country/ State	Mark	Serial/ Registration Number	Filing/ Registration Date	Owner	Status
US	STIMULUS SYSTEM	Serial No. 75/266,248 Reg. No. 2,197,320	Filing Date 3/31/1997 Reg. Date 10/20/1998	RecoverCare, LLC	Registered
US	WOUNDTRAKK ER	Serial No. 77/429,792 Reg. No. 4,107,160	Filing Date 3/24/2008 Reg. Date 3/6/2012	RecoverCare, LLC	Registered
US	ARISE	Serial No. 78- 737576 Reg. No. 3224340	Filing Date 10/20/2005 Reg. Date 04/03/2007	Joerns LLC	Registered
US	BIO CLINIC	Serial No. 73- 829557 Reg. No. 1603577	Filing Date 10/05/1989 Reg. Date 06/26/1990	Joerns Healthcare, LLC	Renewed (Registered)
US	BIOGARD	Serial No. 73- 484974 Reg. No. 1345906	Filing Date 06/13/1984 Reg. Date 07/02/1985	Joerns Healthcare, LLC	Renewed (Registered)
US	BIO THERAPY	Serial No. 73- 835628 Reg. No. 1613688	Filing Date 11/02/1989 Reg. Date 09/18/1990	Joerns Healthcare, LLC	Renewed (Registered)
US	CAIR1000	Serial No. 75- 842615 Reg. No. 2404028	Filing Date 11/08/1999 Reg. Date 11/14/2000	Joerns LLC	Registered
US	DERMAFLOAT	Serial No. 78- 316460 Reg. No. 2893555	Filing Date 10/21/2003 Reg. Date 10/12/2004	Joerns Healthcare, LLC	Registered
US	DERMATECH	Serial No. 75- 120033 Reg. No. 2162612	Filing Date 06/17/1996 Reg. Date 06/02/1998	Joerns Healthcare, LLC	Renewed (Registered)
US	DUOTHERAPY	Serial No. 78- 620472 Reg. No. 3330998	Filing Date 05/01/2005 Reg. Date 11/06/2007	Joerns Healthcare, LLC	Registered
US	EASY CARE	Serial No. 73- 429008 Reg. No. 1344452	Filing Date 06/06/1983 Reg. Date 06/25/1985	Joerns Healthcare, LLC	Renewed (Registered)
US	EGG CRATE	Serial No. 73- 043330 Reg. No. 1025244	Filing Date 02/03/1975 Reg. Date 11/18/1975	Joerns Healthcare, LLC	Renewed (Registered)

Country/ State	Mark	Serial/ Registration Number	Filing/ Registration Date	Owner	Status
US	FLAPCAIR	Serial No. 75- 841225 Reg. No. 2379765	Filing Date 11/05/1999 Reg. Date 08/22/2000	Joerns LLC	Renewed (Registered)
US	HOYER ADVANCE	Serial No. 78- 453384 Reg. No. 3064498	Filing Date 07/20/2004 Reg. Date 02/28/2006	Joerns Healthcare, LLC	Registered
US	HOYER COMFORT PAD	Serial No. 78- 554728 Reg. No. 3437656	Filing Date 01/27/2005 Reg. Date 05/27/2008	Joerns Healthcare, LLC	Registered
US	HOYER PRESENCE	Serial No. 78- 453469 Reg. No. 3042845	Filing Date 07/20/2004 Reg. Date 01/10/2006	Joerns Healthcare, LLC	Registered
US	IMPRINT	Serial No. 75- 604893 Reg. No. 2392194	Filing Date 12/14/1998 Reg. Date 10/03/2000	Joerns Healthcare, LLC	Renewed (Registered)
US	JOERNS	Serial No. 73- 017685 Reg. No. 1024152	Filing Date 04/01/1974 Reg. Date 11/04/1975	Joerns Healthcare, LLC	Renewed (Registered)
US	JOERNS HEALTHCARE	Serial No. 77014303 Reg. No. 3640050	Filing Date 10/05/2006 Reg. Date 06/16/2009	Joerns Healthcare, LLC	Registered
US	ONESOURCE	Serial No. 75- 284591 Reg. No. 2192009	Filing Date 05/01/1997 Reg. Date 09/29/1998	Joerns Healthcare, LLC	Renewed (Registered)
US	PREVAMATT	Serial No. 78- 737566 Reg. No. 3437880	Filing Date 10/20/2005 Reg. Date 05/27/2008	Joerns LLC	Registered
US	PROCAIR	Serial No. 78- 737517 Reg. No. 3241450	Filing Date 10/20/2005 Reg. Date 05/15/2007	Joerns LLC	Registered
US	TABLE PLUS	Serial No. 73- 624549 Reg. No. 1441235	Filing Date 10/07/1986 Reg. Date 06/02/1987	Joerns Healthcare, LLC	Renewed (Registered)
US	TRILINE AND DESIGN	Serial No. 78- 737607 Reg. No. 3232622	Filing Date 10/20/2005 Reg. Date 04/24/2007	Joerns LLC	Registered

Country/ State	Mark	Serial/ Registration Number	Filing/ Registration Date	Owner	Status
US	TURN CAIR	Serial No. 75- 556131 Reg. No. 2278167	Filing Date 09/21/1998 Reg. Date 09/14/1999	Joerns LLC	Renewed (Registered)
US	TXCAIR	Serial No. 78- 737551 Reg. No. 3236168	Filing Date 10/20/2005 Reg. Date 05/01/2007	Joerns LLC	Registered
US	TXSEAT	Serial No. 78- 737584 Reg. No. 3241453	Filing Date 10/20/2005 Reg. Date 05/15/2007	Joerns LLC	Registered
US	ULTRACARE	Serial No. 75- 799411 Reg. No. 2404893	Filing Date 09/09/1999 Reg. Date 11/14/2000	Joerns Healthcare, LLC	Renewed (Registered)
US	WOUNDLINK AND DESIGN	Serial No. 78- 737492 Reg. No. 3239034	Filing Date 10/20/2005 Reg. Date 05/08/2007	Joerns LLC	Registered
US	WOUNDLINK	Serial No. 78- 737461 Reg. No. 3239033	Filing Date 10/20/2005 Reg. Date 05/08/2007	Joerns LLC	Registered
US	CALIBRE	Serial No. 77897795 Reg. No. 4016513	Filing Date 12/21/2009 Reg. Date 08/23/2011	Joerns Healthcare, LLC	Registered
US	P.R.O. TECHNOLOGY	Serial No. 77776521 Reg. No. 3877732	Filing Date 07/08/2009 Reg. Date 11/16/2010	Joerns Healthcare, LLC	Registered
US	HOYERPRO	Serial No. 77584277 Reg. No. 3608850	Filing Date 10/02/2008 Reg. Date 04/21/2009	Joerns Healthcare, LLC	Registered
US	ULTRALOCK	Serial No. 77550670 Reg. No. 3670711	Filing Date 08/19/2008 Reg. Date 08/18/2009	Joerns Healthcare, LLC	Registered
US	JOURNEY	Serial No. 77510971 Reg. No. 3677598	Filing Date 06/30/2008 Reg. Date 09/01/2009	Joerns Healthcare, LLC	Registered
US	STATURE	Serial No. 77416791 Reg. No. 3505153	Filing Date 03/08/2008 Reg. Date 09/23/2008	Joerns Healthcare, LLC	Registered

Country/ State	Mark	Serial/ Registration Number	Filing/ Registration Date	Owner	Status
US	ELEVATE	Serial No. 77400069 Reg. No. 3558825	Filing Date 02/19/2008 Reg. Date 01/06/2009	Joerns Healthcare, LLC	Registered
US	P.R.O. MATT	Serial No. 77348168 Reg. No. 3528850	Filing Date 12/10/2007 Reg. Date 11/04/2008	Joerns Healthcare, LLC	Registered
US	JOERNS	Serial No. 77083645 Reg. No. 3561634	Filing Date 01/16/2007 Reg. Date 01/13/2009	Joerns Healthcare, LLC	Registered
US	FLUID IMMERSION SIMULATION	Serial No. 77652493 Reg. No. 3808666	Filing Date 01/20/2009 Reg. Date 06/22/2010	Joerns LLC	Registered
US	AUTOVECTOR	Serial No. 77652490 Reg. No. 3822730	Filing Date 01/20/2009 Reg. Date 07/20/2010	Joerns LLC	Registered
US	XDRIVE	Serial No. 85609828 Reg. No. 4,311,993	Filing Date 04/26/2012 Reg. Date4/02/2013	Joerns Healthcare, LLC	Registered
US	PREVENT	Serial No. 78743949 Reg. No. 3329166	Filing Date 10/31/2005 Reg. Date 11/06/2007	Joerns Healthcare, LLC	Registered
US	DOLPHIN	Serial No. 85427680 Reg. No. 4,735,532	Filing Date 09/20/2011 Reg. Date N/A	Joerns LLC	Registered
US	ERGO RAIL SYSTEM	Serial No. 85067913 Reg. No. 4115660	Filing Date 06/21/2010 Reg. Date 03/20/2012	Joerns Healthcare, LLC	Registered
US	SAVING NURSES ONE BACK AT A TIME	Serial No. 85067967 Reg. No. 4115661	Filing Date 06/21/2010 Reg. Date 03/20/2012	Joerns Healthcare, LLC	Registered
US	HOYER	Serial No. 86238768 Reg. No. 4,640,480	Filing Date 04/01/2014 Reg. Date 11/18/2014	Joerns Healthcare, LLC	Registered
US	ONESOURCE	Serial No. 75284591 Reg. No. 2192009	Filing Date 05/01/1997 Reg. Date 09/29/1996	Joerns Healthcare, LLC	Registered
US	CLIMATECARE	Serial No. 86588157 Reg. No.4851064	Filed 04/06/2015 Reg. 11/10/2015	Joerns Healthcare, LLC	Registered

(B) TRADEMARK APPLICATIONS

Country/ State	Mark	Serial/ Registration Number	Filing/ Registration Date	Owner	Status
US	PREVENT	Serial No. 85699265 Reg. No. N/A	Filing Date 08/09/2012 Reg. Date N/A	Joerns Healthcare, LLC	Pending
US	DOLPHINCARE	Serial No. 87113340	Filed 7/22/2016	Joerns Healthcare, LLC	Pending
US	ELARA	Serial No. 87311474	Filed 1/24/2017	Joerns Healthcare, LLC	Pending
US	CHAUFFEUR	Serial No. 87311480	Filed 1/24. 2017	Joerns Healthcare, LLC	Pending

(C) IP LICENSES

None.