

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM422534

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
<b>RESUBMIT DOCUMENT ID:</b>	900400313

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Hill-Rom Services, Inc.		12/05/2016	Corporation: INDIANA

## RECEIVING PARTY DATA

<b>Name:</b>	Wittrock Enterprises LLC
<b>Street Address:</b>	4201 Malsbary Road
<b>City:</b>	Cincinnati
<b>State/Country:</b>	OHIO
<b>Postal Code:</b>	45242
<b>Entity Type:</b>	Corporation: INDIANA

## PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Registration Number:	4053620	BASIS
Registration Number:	3163556	CONTOUR
Registration Number:	3745321	ELEMENTS
Registration Number:	2520385	EPICARE
Registration Number:	2594399	EPICAREPORTER
Registration Number:	1535103	FIRST IMPRESSION
Registration Number:	1895956	HORIZON
Registration Number:	2983972	IMAGEBUILDERS
Registration Number:	2008255	IMAGEMAKERS
Registration Number:	2219375	INTEGRIS
Registration Number:	2522862	INTEGRIS
Registration Number:	2884031	INTEGRIS
Registration Number:	3137191	LATITUDE
Registration Number:	3178377	TELEGLIDE
Registration Number:	2141247	UNIFLEX
Registration Number:	2887748	XTEND

## CORRESPONDENCE DATA

**Fax Number:** 5136516981

*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:** 513.651.6128

**Email:** aschoen@fbtlaw.com

**Correspondent Name:** Ann G. Schoen

**Address Line 1:** 3300 Great American Tower

**Address Line 2:** 301 East Fourth Street

**Address Line 4:** Cincinnati, OHIO 45202

<b>ATTORNEY DOCKET NUMBER:</b>	39820
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<b>NAME OF SUBMITTER:</b>	Ann G. Schoen
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<b>SIGNATURE:</b>	/Ann G. Schoen/
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<b>DATE SIGNED:</b>	04/05/2017
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**Total Attachments: 5**

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment") is dated December 5, 2016, by and among Wittrock Enterprises LLC, an Indiana limited liability company ("Assignee"), and Hill-Rom, Inc., an Indiana corporation ("HRI"), Hill-Rom Company, Inc., an Indiana corporation ("HR Company"), Hill-Rom Manufacturing, Inc., an Indiana corporation ("HRM"), and Hill-Rom Services, Inc., an Indiana corporation ("HRS"); and together with HR Company, HRM, and HRI, collectively, the "Assignor". Capitalized terms used, but not defined, herein will have the meanings ascribed to them in the Purchase Agreement (defined below).

WHEREAS, on October 27, 2016, Assignor and Assignee entered into an Asset Purchase Agreement (the "Purchase Agreement"), pursuant to which each Assignor agreed to cause all of its respective right, title and interest in, to and under the Purchased Assets to be contributed, conveyed, transferred, assigned and delivered to Assignee on the terms and subject to the conditions set forth in the Purchase Agreement;

WHEREAS, Assignee and Assignor will, simultaneously in connection with the execution of this Assignment, enter into a Bill of Sale and Assignment and Assumption Agreement (the "Bill of Sale"), pursuant to which each Assignor will transfer all of its right, title and interest in, to and under the Purchased Assets, as set forth in Section 2.1 of the Purchase Agreement; and

WHEREAS, the Purchased Assets include, without limitation, the trademarks and trademark applications set forth on Exhibit A hereto (collectively, the "Transferred Trademarks").

NOW, THEREFORE, in consideration of the representations, warranties and covenants contained in the Bill of Sale and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Assignor and Assignee, each intending to be legally bound, agree as follows:

1. ASSIGNMENT

Assignor hereby irrevocably sells, assigns, transfers and delivers to Assignee all of such Assignor's worldwide right, title and interest in, to and under the Transferred Trademarks and all goodwill associated with the Transferred Trademarks, free and clear of all Encumbrances, including in each case, without limitation, all (i) rights to sue or recover and retain damages for past, present and future infringement of any of the foregoing and (ii) royalties, fees, income and other payments and proceeds due or accrued as of the date hereof and thereafter under or arising from the Transferred Trademarks.

2. RECORDAL

Assignor hereby authorizes and requests the Commissioner of Trademarks of the United States, and any other official of any applicable governmental entity, to record this Assignment

and to issue any and all registrations from any and all applications for registration included in the Transferred Trademarks to and in the name of Assignee.

**3. NO WARRANTIES**

Except as expressly provided in the Bill of Sale and the Purchase Agreement, Assignor makes no warranties, express or implied, with respect to the Transferred Trademarks.

**4. RELATIONSHIP TO THE BILL OF SALE**

The terms of the Bill of Sale are incorporated herein by this reference, and will not be superseded by this Assignment, but will remain in full force and effect to the full extent provided therein. If there is any inconsistency between the Bill of Sale and this Assignment, the Bill of Sale will control.

**5. FURTHER ASSURANCES; GOVERNING LAW**

Assignor shall promptly take such further actions and execute such further documents and instruments of conveyance and transfer as may be reasonably necessary or appropriate to carry out this Assignment. This Assignment will be governed by and construed under the laws of the State of Indiana without giving effect to any choice or conflict of law provision or rule (whether of the State of Indiana or any other jurisdiction).

**6. COUNTERPARTS**

This Assignment may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Signatures transmitted by facsimile or electronic mail will be deemed originals for purposes of this Assignment.

*[Signature Page Follows.]*

The parties have executed and delivered this Assignment as of the date indicated in the first sentence of this Assignment.

WITTROCK ENTERPRISES LLC

By: 

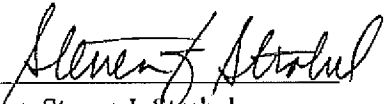
Name: Christopher Wittrock

Title: Manager

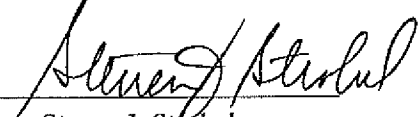
[Signature Page – Trademark Assignment Agreement]

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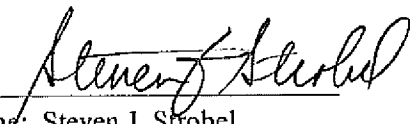
**HILL-ROM, INC.**

By:   
Name: Steven J. Strobel  
Title: Senior Vice President and Chief  
Financial Officer

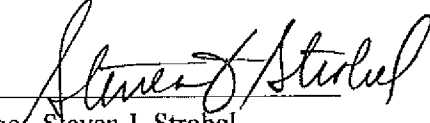
**HILL-ROM COMPANY, INC.**

By:   
Name: Steven J. Strobel  
Title: Senior Vice President and Chief  
Financial Officer

**HILL-ROM MANUFACTURING, INC.**

By:   
Name: Steven J. Strobel  
Title: Senior Vice President and Chief  
Financial Officer

**HILL-ROM SERVICES, INC.**

By:   
Name: Steven J. Strobel  
Title: Senior Vice President and Chief  
Financial Officer

**EXHIBIT A**  
**Transferred Trademarks**

Trademark	Country	Application No.	Application Date	Status	Registration No.	Registration Date
BASIS	US	77/955,521	10-Mar-10	Registered	4,053,620	08-Nov-11
CONTOUR	CA	1247934	16-Feb-05	Registered	TMA726856	24-Oct-08
CONTOUR	US	78/435,787	15-Jun-04	Registered	3,163,556	24-Oct-06
ELEMENTS	AU	1291882	26-Mar-09	Registered	1291882	26-Mar-09
ELEMENTS	EU	8190101	31-Mar-09	Registered	8190101	01-Mar-10
ELEMENTS	JP	2009-24451	02-Apr-09	Registered	5377078	17-Dec-10
ELEMENTS	NZ	804421	15-Oct-08	Registered	804421	15-Oct-08
ELEMENTS	CH	53487/2009	30-Mar-09	Registered	598665	30-Mar-09
ELEMENTS	US	77/593,358	15-Oct-08	Registered	3,745,321	02-Feb-10
EPICARE	US	75/122,721	20-Jun-96	Registered	2,520,385	18-Dec-01
EPICAREPORTER	US	78/039,196	13-Dec-00	Registered	2,594,399	16-Jul-02
FIRST IMPRESSION	US	73/743,118	29-Jul-88	Registered	1,535,103	18-Apr-89
HORIZON	US	74/439,666	24-Sep-93	Registered	1,895,956	30-May-95
IMAGEBUILDERS	US	78/272,935	10-Jul-03	Registered	2,983,972	09-Aug-05
IMAGEMAKERS	US	75/005,854	03-Oct-95	Registered	2,008,255	15-Oct-96
INTEGRIS	US	75/168,524	19-Sep-96	Registered	2,219,375	19-Jan-99
INTEGRIS	US	78/064,738	21-May-01	Registered	2,522,862	25-Dec-01
INTEGRIS	US	78/049,560	21-Feb-01	Registered	2,884,031	14-Sep-04
LATITUDE	CA	1253633	12-Apr-05	Registered	784738	13-Dec-10
LATITUDE	US	78/604,351	07-Apr-05	Registered	3,137,191	29-Aug-06
TELEGLIDE	CA	1253636	12-Apr-05	Registered	TMA784739	13-Dec-10
TELEGLIDE	US	78/604,363	07-Apr-05	Registered	3,178,377	28-Nov-06
UNIFLEX	US	74/687,467	12-Jun-95	Registered	2,141,247	03-Mar-98
XTEND	US	78/217,233	20-Feb-03	Registered	2,887,748	21-Sep-04

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