

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM423913

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mortara Instrument, Inc.		04/14/2017	Corporation: WISCONSIN
Mortara Instrument Services, Inc.		04/14/2017	Corporation: WISCONSIN
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Collateral Agent		
Street Address:	10 South Dearborn, 7th Floor, IL1-1625		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 21			
Property Type	Number	Word Mark	
Registration Number:	811773	BURDICK	
Registration Number:	1345899	BURDICK	
Registration Number:	4127265	CARECENTER MD	
Registration Number:	4127266	CARECENTER MD	
Registration Number:	2989028	ELI	
Registration Number:	1503659	E-SCRIBE	
Registration Number:	3266168	HEARTCENTRIX	
Registration Number:	1827359	HSCRIBE	
Registration Number:	1784660	M	
Registration Number:	1514402	MORTARA	
Registration Number:	1968900	PYRAMIS	
Registration Number:	2592510	Q-STRESS	
Registration Number:	1704186	Q-TEL	
Registration Number:	2065522	QUEST	
Registration Number:	1431861	QUIK-TRACE	
Registration Number:	3152899	QUINTON	
Registration Number:	1645395	QUINTON	
Registration Number:	1421797	QUINTON	
TRADEMARK			

OP \$540.00 811773

Property Type	Number	Word Mark
Registration Number:	3448610	VERITAS
Registration Number:	1761202	X-SCRIBE
Registration Number:	2020538	HEARTLINE

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: 800-713-0755

Email: Michael.Violet@wolterskluwer.com

Correspondent Name: Michael Violet

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: 04/17/2017

Total Attachments: 10

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of April 14, 2017, (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “Agreement”), by Mortara Instrument, Inc. and Mortara Instrument Services, Inc. (each, a “Grantor” and together, the “Grantors”) 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, each 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. Each 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.

MORTARA INSTRUMENT, INC.

By: *Justin L. Mortara*
Name: *Justin L. Mortara*
Title: *President*

MORTARA INSTRUMENT SERVICES, INC.

By: *Justin L. Mortara*
Name: *Justin L. Mortara*
Title: *President*

Trademarks

SCHEDULE I

Owner	Trademark	Country	Status	Application #	Filing Date	Registration #	Registration Date
Mortara Instrument, Inc.	BURDICK	USA	Registered	72/227,921	Sept 16, 1965	811,773	July 26, 1966
Mortara Instrument, Inc.	BURDICK	USA	Registered	73/465,846	Feb 15, 1984	1,345,899	July 2, 1985
Mortara Instrument BV	CARECENTER MD (Class 9)	USA	Registered	77/725,873	April 30, 2009	4,127,265	April 17, 2012
Mortara Instrument BV	CARECENTER MD (Class 10)	USA	Registered	77/725,880	April 30, 2009	4,127,266	April 17, 2012
Mortara Instruments, Inc.	ELI	USA	Registered	78/332,255	Nov 24, 2003	2,989,028	Aug 30, 2005
Mortara Instrument, Inc.	E-SCRIBE	USA	Registered	73/672,300	July 16, 1987	1,503,659	Sept 13, 1988
Mortara Instrument BV	HEARTCENTRIX	USA	Registered	78/701,618	Aug 26, 2005	3,266,168	July 17, 2007
Mortara Instrument, Inc.	HSCRIBE	USA	Registered	74/376,623	April 8, 1993	1,827,359	Mar 22, 1994
Mortara Instrument, Inc.	M DESIGN	USA	Registered	74/029,362	Feb 15, 1990	1,784,660	July 27, 1993
Mortara Instrument, Inc.	MORTARA AND DESIGN	USA	Registered	73/681,125	Aug 28, 1987	1,514,402	Nov 29, 1988
Mortara Instrument Australia Pty	MORTARA AND DESIGN	AUSTRALIA	Registered	1271220	Nov. 7, 2008	1271220	Nov. 7, 2008

Owner	Trademark	Country	Status	Application #	Filing Date	Registration #	Registration Date
Limited							
Mortara Instrument Australia Pty Limited	MORTARA AND DESIGN	AUSTRALIA	Registered	1271221	Nov. 7, 2008	1271221	Nov. 7, 2008
Mortara Instrument Australia Pty Limited	MEDTECHNICA AND DESIGN	AUSTRALIA	Registered	1271223	Nov. 7, 2008	1271223	Nov. 7, 2008
Mortara Instrument, Inc.	PYRAMIS	USA	Dropping	74/531,299	May 31, 1994	1,968,900	April 16, 1996
Mortara Instrument, Inc.	Q-EXCHANGE	JAPAN	Registered	2003-045417	June 3, 2003	4938586	March 24, 2006
Mortara Instrument, Inc.	Q-STRESS	USA	Registered	76/021,152	April 10, 2000	2,592,510	July 9, 2002
Mortara Instrument, Inc.	Q-TEL	USA	Registered	74/091,646	Aug 27, 1990	1,704,186	July 28, 1992
Mortara Instrument BV	QUEST	USA	Registered	74/622,975	Jan 19, 1995	2,065,522	May 27, 1997
Mortara Instrument, Inc.	QUIK-TRACE	USA	Registered	73/523,319	Feb 21, 1985	1,431,861	March 10, 1987
Mortara Instrument BV	QUINTON	USA	Dropping	78/537,408	Dec 22, 2004	3,152,899	Oct 10, 2006

Owner	Trademark	Country	Status	Application #	Filing Date	Registration #	Registration Date
Mortara Instrument BV	QUINTON	USA	Registered	74/076,444	Jul. 7, 1990	1,645,395	Aug. 21, 1991
Mortara Instrument BV	QUINTON	USA	Registered	73/593,082	Mar. 14, 1986	1,421,797	Dec. 23, 1986
Mortara Instruments, Inc.	VERITAS	USA	Registered	77/299,589	Oct 9, 2007	3,448,610	June 17, 2008
Mortara Instrument, Inc.	X-SCRIBE	USA	Registered	74/076,923	July 9, 1990	1,761,202	March 30, 1993
Mortara Instrument BV	HEARTLINE	USA	Registered	75/001,299	Oct. 4, 1995	2,020,538	Dec. 3, 1996
Cardiac Science Corporation	Q-STRESS	MEXICO	Dropping	MX 452088	Oct. 10, 2000	718076	Sep. 28, 2001
Cardiac Science Corporation	Q-STRESS	MEXICO	Dropping	MX 452087	Oct. 10, 2000	701415	May 31, 2001
Cardiac Science Corporation	QUINTON	JAPAN	Registered	JP S61-099038	Sep. 19, 1986	2118679	Mar. 27, 1989

Unregistered Trademarks

Owner	Unregistered Trademark
Mortara Instrument, Inc.	R-SCRIBE
Mortara Instrument, Inc.	WAM
Mortara Instrument, Inc.	H3+
Mortara Instrument, Inc.	H12+
Mortara Instrument, Inc.	SURVEYOR
Mortara Instrument, Inc.	AMBULO
Mortara Instrument, Inc.	GO WIRELESS
Mortara Instrument, Inc.	X12+
Mortara Instrument, Inc.	ECG SAFE
Mortara Instrument, Inc.	VISION
Mortara Instrument, Inc.	AM12
Mortara Instrument, Inc.	T12S
Mortara Instrument, Inc.	VERITAS

SCHEDULE II

Patents

Owner	Country	Title	Status	Application #	Filing Date	Patent #	Issue Date	Expiration Date
Mortara Instrument, Inc.	USA	Method and apparatus for monitoring cardiac patients for t-wave alternans	Granted	09/904,914	Mar 27, 2003	6,983,183	Jan 3, 2006	Oct 10, 2022
Mortara Instrument, Inc.	USA	Muscle artifact noise detector for ECG signals	Granted	09/081,950	May 20, 1998	5,999,845	Dec 7, 1999	May 20, 2018
Mortara Instrument, Inc.	USA	Adaptive line noise canceler and detector for ECG signals	Granted	09/081,890	May 20, 1998	6,041,250	Mar 21, 2000	May 20, 2018
Mortara Instrument, Inc.	USA	Methods and apparatus for quantifying the risk of cardiac death using exercise induced heart recovery metrics	Granted	11/733,699	April 10, 2007	9,149,195	Oct 5, 2015	April 5, 2031
Mortara Instrument, Inc.	USA	Methods and apparatus for quantifying the risk of cardiac death using exercise induced heart variability metrics	Granted	11/681,099	Mar 1, 2007	7,708,683	May 4, 2010	May 12, 2028
Mortara Instrument, Inc.	USA	Display screen with user interface for medical data	Granted	29/340,780	July 24, 2009	D649,972	Dec 6, 2011	Dec 6, 2025
Mortara Instrument, Inc.	USA	Low power pulse oximeter	Granted	09/972,077	Oct 5, 2001	6,697,655	Feb 24, 2004	Oct 5, 2021
Mortara Instrument, Inc.	USA	Method and apparatus for pulse oximetry	Granted	09/974,279	Oct 1, 2001	6,564,077	May 13, 2003	Nov 17, 2021
Mortara Instrument, Inc.	USA	Method for blood pressure measurement from noninvasive oscillometric pressure signals	Granted	13/047,780	Mar 14, 2011	8,926,521	Jan 6, 2015	Aug 14, 2028

Mortara Instrument, Inc.	USA	Blood pressure algorithm	Granted	12/052,659	Mar 20, 2008	7,927,283	Apr 19, 2011	Aug 14, 2028
Mortara Instrument, Inc.	USA	Impedance measurement system	Granted	13/784,399	Mar 4, 2013	9,113,805	Aug 25, 2015	June 15, 2033
Mortara Instrument, Inc.	USA	Ambulatory patient monitoring apparatus, system and method	Granted	12/052,674	Mar 20, 2008	8,900,153	Dec 2, 2014	Jan 21, 2033
Mortara Rangoni Europe S.R.L.	IT	Metodo ed apparato portatile per la radiotrasmissione di segnali biomedici in particolare di segnali elettrocardiografici in banda	Granted	1997BO002 03	April 8, 1997	1292843B1	Feb 11, 1999	April 8, 2017
Mortara Instrument, Inc.	USA	Abrasive electrode	Pending	15/146,624	May 4, 2016			
Mortara Instrument, Inc.	USA	Medical reporting system and method	Pending	14/020,615	Sept 6, 2013			
Mortara Instrument, Inc.	USA	Impedance measurement system	Pending	14/812,836	July 29, 2015			
Mortara Instrument, Inc.	USA	Myogram Determination from ECG Signal	Granted	14/196,962	March 4, 2014	9585583	March 7, 2017	
Mortara Instrument, Inc.	USA	Myogram Determination from ECG Signal	Pending	15/449,676	March 3, 2017			

* European Patent Convention

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

- 1. Mortara Instrument, Inc.
- 2. Mortara Instrument Services, Inc.

- Individual(s) Association
 Partnership Limited Partnership
 Corporation- State: 1. WI; 2. WI
 Other _____

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) April 14, 2017

- Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: JPMorgan Chase Bank, N.A., as Collateral Agent

Street Address: 10 South Dearborn, 7th Floor, IL1-1625

City: Chicago

State: IL

Country: USA Zip: 60603

- Individual(s) Citizenship _____
 Association Citizenship USA
 Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

B. Trademark Registration No.(s)

See Schedule I

See Schedule I

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Elaine Carrera, Legal Assistant

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved:

21

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$

- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Elaine Carrera
Signature

April 17, 2017
Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

10

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK