

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM457634

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MORTGAGE		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ferno-Washington, Inc.		12/29/2017	Corporation: OHIO
RECEIVING PARTY DATA			
Name:	U.S. Bank National Association		
Street Address:	425 Walnut Street		
City:	Cincinnati		
State/Country:	OHIO		
Postal Code:	45202		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	5143409	IN TRAXX	
Registration Number:	5101662	IN LINE	
Registration Number:	5101661	IN LINE	
Registration Number:	4943230		
Registration Number:	4927037	IN X	
Registration Number:	4643807	AERO ORB	
Registration Number:	4782215	IN X	
Registration Number:	4395247	FERNO2	
Registration Number:	4186931	EE-LITE	
Registration Number:	4186930	DD-LITE	
Registration Number:	4274537	POWERTRAXX	
Registration Number:	4426134	INSPIRATION FOR LIFE	
Registration Number:	4262763		
CORRESPONDENCE DATA			
Fax Number:	3177133699		
<i>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.</i>			
Phone:	317-713-3412		
Email:	twagner@taftlaw.com		

OP \$340.00 5143409

Correspondent Name: Tiffini S. Wagner
Address Line 1: One Indiana Square
Address Line 2: Suite 3500
Address Line 4: Indianapolis, INDIANA 46204

NAME OF SUBMITTER: Tiffini S. Wagner

SIGNATURE: / Tiffini S. Wagner /

DATE SIGNED: 01/11/2018

Total Attachments: 5

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**THIRD AMENDMENT TO THE AMENDED AND RESTATED
MORTGAGE OF INTELLECTUAL PROPERTY**

THIS THIRD AMENDMENT TO THE AMENDED AND RESTATED MORTGAGE OF INTELLECTUAL PROPERTY (this "**Amendment**") is made effective as of the 29th day of December, 2017, by and between **FERNO-WASHINGTON, INC.**, an Ohio corporation having its principal office and place of business at 70 Weil Way, Wilmington, Ohio 45177-9371 (the "**Mortgagor**"), and **U.S. BANK NATIONAL ASSOCIATION**, a national banking association (formerly known as Firststar Bank, National Association) whose address is 425 Walnut Street, Cincinnati, Ohio 45202 (the "**Mortgagee**").

RECITALS

WHEREAS, the Mortgagor and the Mortgagee have entered into an Amended and Restated Mortgage of Intellectual Property dated as of June 23, 2003 as amended by that First Amendment to the Amended and Restated Mortgage of Intellectual Property dated December 8, 2006 and that Second Amendment to Amended and Restated Mortgage of Intellectual Property dated January 28, 2011 (as amended, restated, supplemented, and/or renewed from time to time (including, but not limited to, as amended and supplemented by this Amendment), the "**Mortgage**");

WHEREAS, the Mortgagee has made Loans to the Mortgagor pursuant to the terms of the Fifth Amended and Restated Loan Agreement dated June 28, 2012 (as amended, restated, supplemented, and/or renewed from time to time, including the Amendment as described below, the "**Agreement**"); and

WHEREAS, the parties are further amending the Agreement by entering into a Sixth Amended and Restated Loan Agreement as of even date hereof (the "**Amendment**"); and

WHEREAS, in connection therewith, the Mortgagor has requested that the Mortgagee agree to certain amendments to the Mortgage, and the Mortgagee is willing to agree to the amendments requested by the Mortgagor on the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and the mutual agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Amendments to the Mortgage.

(a) **Exhibit A** to the Mortgage is hereby amended to include the following additional issued patents and pending patent applications:

Issued Patents

<u>Jurisdiction</u>	<u>Patent No.</u>	<u>Title</u>	<u>Registration Date</u>
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United States	9,789,020	Powered Ambulance Cot	10/17/2017
United States	9,744,086	Rolling Transport Cots	8/29/2017
United States	9,629,194	Track having a backing plate	6/27/2017
United States	9,611,975	Equipment mounting system	4/4/2017
United States	9,593,833	Seat assembly	3/14/2017
United States	D776,514	Mounting adaptor	1/17/2017
United States	9,545,346	Mounting device	1/17/2017
United States	9,510,982	Powered roll-in cots	12/6/2016
United States	D770,332	Control panel	11/1/2016
United States	9,456,938	Powered ambulance cot	10/4/2016
United States	9,379,504	Track having a backing plate	6/28/2016
United States	9,362,610	Quick antenna attachment system	6/7/2016
United States	9,314,384	Rolling Transport Cots	4/19/2016
United States	9,295,595	Emergency vehicle patient transport	3/29/2016
United States	D751,000	Control panel	3/8/2016
United States	D749,014	Leg of a patient transport device	2/9/2016
United States	9,248,062	Automated systems for powered cots	2/2/2016
United States	9,241,850	Litter support assembly	1/26/2016
United States	9,233,033	Powered cot	1/12/2016
United States	9,205,007	Life support litter	12/8/2015
United States	D742,794	patient transport device	11/10/2015
United States	9,114,047	Roll-in push cart	8/25/2015
United States	D729,702	Legs of a patient transport device	5/19/2015
United States	D729,132	Legs and frame of a patient transport device	5/12/2015
United States	9,027,978	Emergency vehicle patient transport	5/12/2015
United States	8,997,283	Work surface extensions for embalming	4/7/2015
United States	8,992,238	Mounting system	3/31/2015
United States	8,863,331	Securing mechanism	10/21/2014
United States	8,714,612	Multi-purpose roll-in emergency cot	5/6/2014
United States	8,661,583	Mounting device	3/4/2014
United States	8,640,283	Leg release assembly for a cot	2/4/2014
United States	8,636,154	Litter support systems	1/28/2014
United States	8,616,604	Emergency vehicle patient transport	12/31/2013
United States	8,555,433	Devices for assisted loading of stretcher	10/15/2013
United States	8,534,732	Combination cot load and fastening	9/17/2013
United States	8,444,195	Combination cot load and fastening	5/21/2013
United States	8,382,181	Emergency vehicle patient transport	2/26/2013
United States	8,276,962	Apparatus and methods for litter support	10/2/2012
United States	8,239,983	Cot height indicator	8/14/2012
United States	8,151,388	Patient transport device	4/10/2012
United States	8,096,005	Device for assisted loading of stretcher	1/17/2012
United States	D650,658	Caster wheel	12/20/2011
United States	D641,612	Caster	7/19/2011

Pending Patent Applications

<u>Title</u>	<u>Application Number</u>	<u>Application Date</u>
Pediatric Transport Harness	14/266,041	4/30/2014
Patient transport devices	14/238,297	3/19/2014
Equipment mounting system	14/455,471	8/8/2014
Manual Release Systems	14/649,240	6/3/2015
Side Arm Extensions	14/649,260	6/3/2015
Assisted Lifting Devices	14/896,040	12/4/2015
Accessory Clamp for Emergency Cots	15/110,815	7/11/2016
Safety Harness	15/112,815	7/20/2016
Loading Platform Alignment System	15/301,862	10/4/2016
Equipment mounting system	15/326,819	1/17/2017
Magnetic Pouch Attachment Mechanism	15/326,847	1/17/2017
Powered Roll-In Cots	15/335,865	10/27/2016
Modular Stretcher or Lifter	15/513,269	3/22/2017

(b) **Exhibit E** to the Mortgage is hereby amended to include the following additional registered trade marks and trade mark applications:

Registered Trade Marks

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
INFTRAXX (design)	5,143,409	2/14/2017
INFLINE (design)	5,101,662	12/13/2016
INFLINE (design)	5,101,661	12/13/2016
Design of ambulance cot	4,943,230	4/19/2016
INFX (design)	4,927,037	3/29/2016
AERO ORB	4,643,807	11/25/2014
INFX (design)	4,782,215	7/28/2015
FERNO2 (design)	4,395,247	9/3/2013
EE-LITE	4,186,931	8/7/2012
DD-LITE	4,186,930	8/7/2012
POWERTRAXX	4,274,537	1/15/2013
INSPIRATION FOR LIFE	4,426,134	10/29/2016
Design of ambulance cot	4,262,763	12/18/2012

Section 2. Representations and Warranties. The Mortgagor hereby represents and warrants to the Mortgagee that:

(a) no default or Event of Default has occurred under the Mortgage and is continuing on and as of the date hereof;

(b) the representations and warranties of the Mortgagor contained in the Agreement and the other Loan Documents are true and correct on and as of the date hereof as if made on and as of the date hereof, except to the extent that such representations and warranties expressly relate to a different date; and

(c) the execution and delivery by the Mortgagor of this Amendment and the performance by the Mortgagor of all of its respective agreements and obligations under this Amendment, the Mortgage, and the other Loan Documents, respectively, are within the power and authority of the Mortgagor and have been duly authorized by all necessary action on the part of the Mortgagor, and the execution and delivery by the Mortgagor of this Amendment, and the performance by it of the transactions contemplated hereby, do not and will not contravene any term or condition set forth in any agreement or instrument to which the Mortgagor is a party or by which the Mortgagor is bound.

Section 3. Status of Loan Documents; Additional Representations and Warranties.

This Amendment is limited solely for the purposes and to the extent expressly set forth herein, and the terms, provisions, and conditions of the Loan Documents and the liens granted under the Loan Documents shall continue in full force and effect and are hereby ratified and confirmed in all respects. The Mortgagor expressly reaffirms all of the Loan Documents and the debts and other obligations thereunder, the Mortgagor agrees that nothing contained herein shall operate to release the Mortgagor or any other person or entity from liability to keep and perform the provisions, conditions, obligations, and agreements contained in the Loan Documents, except as may be herein modified, and the Mortgagor hereby reaffirms that each and every provision, condition, obligation, and agreement in such documents shall continue in full force and effect, except as may be herein modified. The validity, priority, and perfection of all security interests and other liens granted or created by the Loan Documents are hereby acknowledged and confirmed by the Mortgagor, and the Mortgagor agrees that such documents shall continue to secure the loans made to it by the Mortgagee and the other Obligations, as the same may be amended by this Amendment, without any change, loss, or impairment of the priority of such security interests or other liens. Capitalized terms used, but not defined, in this Amendment shall have the meanings provided in the Agreement.

[Signatures on following page]

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

FERNO-WASHINGTON, INC.,

By: Joseph G. Bourgraf
Joseph G. Bourgraf, President

U.S. BANK NATIONAL ASSOCIATION

By: Brad Hamilton
Name: Brad Hamilton
Its: Vice President