

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM537630

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Joerns Healthcare, LLC		08/21/2019	Limited Liability Company: DELAWARE
RecoverCare, LLC		08/21/2019	Limited Liability Company: DELAWARE
JOERNS LLC		08/21/2019	Limited Liability Company: CALIFORNIA

## RECEIVING PARTY DATA

<b>Name:</b>	Ankura Trust Company, LLC, as Agent
<b>Street Address:</b>	140 Sherman Street, 4th Floor
<b>City:</b>	Fairfield
<b>State/Country:</b>	CONNECTICUT
<b>Postal Code:</b>	06824
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

## PROPERTY NUMBERS Total: 52

Property Type	Number	Word Mark
<b>Registration Number:</b>	1044876	AMERICAN OF MARTINSVILLE
<b>Registration Number:</b>	4560885	CAREGLYDE
<b>Registration Number:</b>	3414296	PATIENT CARE SYSTEMS, INC.
<b>Registration Number:</b>	3468691	RECOVERAIR
<b>Registration Number:</b>	4531645	RECOVERCARE
<b>Registration Number:</b>	1818236	RECOVERCARE
<b>Registration Number:</b>	4531644	RECOVERCARE
<b>Registration Number:</b>	3517134	RECOVERTURN
<b>Registration Number:</b>	2197320	STIMULUS SYSTEM
<b>Registration Number:</b>	1441235	TABLE PLUS
<b>Registration Number:</b>	3224340	ARISE
<b>Registration Number:</b>	1603577	BIO CLINIC
<b>Registration Number:</b>	1345906	BIOGARD
<b>Registration Number:</b>	1613688	BIO THERAPY
<b>Registration Number:</b>	2404028	CAIR1000

OP \$1315.00 1044876

<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>
<b>Registration Number:</b>	5504058	CHAUFFEUR
<b>Registration Number:</b>	2893555	DERMAFLOAT
<b>Registration Number:</b>	2162612	DERMATECH
<b>Registration Number:</b>	1344452	EASY CARE
<b>Registration Number:</b>	1025244	EGG CRATE
<b>Registration Number:</b>	5536586	ELARA
<b>Registration Number:</b>	2379765	FLAPCAIR
<b>Registration Number:</b>	3064498	HOYER ADVANCE
<b>Registration Number:</b>	3437656	HOYER COMFORT PAD
<b>Registration Number:</b>	3042845	HOYER PRESENCE
<b>Registration Number:</b>	2392194	IMPRINT
<b>Registration Number:</b>	1024152	JOERNS
<b>Registration Number:</b>	3640050	JOERNS HEALTHCARE
<b>Registration Number:</b>	2192009	ONESOURCE
<b>Registration Number:</b>	3437880	PREVAMATT
<b>Registration Number:</b>	3241450	PROCAIR
<b>Registration Number:</b>	3232622	TRILINE
<b>Registration Number:</b>	2278167	TURNCAIR
<b>Registration Number:</b>	3236168	TXCAIR
<b>Registration Number:</b>	2404893	ULTRACARE
<b>Registration Number:</b>	4016513	CALIBRE
<b>Registration Number:</b>	3877732	P.R.O. TECHNOLOGY
<b>Registration Number:</b>	3608850	HOYERPRO
<b>Registration Number:</b>	3670711	ULTRALOCK
<b>Registration Number:</b>	3677598	JOURNEY
<b>Registration Number:</b>	3505153	STATURE
<b>Registration Number:</b>	3558825	ELEVATE
<b>Registration Number:</b>	3528850	P.R.O. MATT
<b>Registration Number:</b>	3561634	JOERNS
<b>Registration Number:</b>	3808666	FLUID IMMERSION SIMULATION
<b>Registration Number:</b>	3822730	AUTOVECTOR
<b>Registration Number:</b>	4311993	XDRIVE
<b>Registration Number:</b>	3329166	PREVENT
<b>Registration Number:</b>	4735532	DOLPHIN
<b>Registration Number:</b>	4640480	HOYER
<b>Registration Number:</b>	4851064	CLIMATECARE
<b>Registration Number:</b>	5307825	DOLPHINCARE

**CORRESPONDENCE DATA****Fax Number:** 4045725100*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:** 4045723428**Email:** TKirillova@KSLAW.com**Correspondent Name:** Tatyana Kirillova, Paralegal**Address Line 1:** 1180 Peachtree Street N.E.**Address Line 2:** King & Spalding LLP**Address Line 4:** Atlanta, GEORGIA 30309

<b>ATTORNEY DOCKET NUMBER:</b>	17392.230001
<b>NAME OF SUBMITTER:</b>	Tatyana Kirillova
<b>SIGNATURE:</b>	//Tatyana Kirillova//
<b>DATE SIGNED:</b>	08/21/2019

**Total Attachments: 10**

source=Joerns - Trademark Security Agreement (Exit Facility) [Executed]#page1.tif  
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of August 21, 2019, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of Ankura Trust Company, LLC (“Ankura”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Lenders (as defined in the Credit Agreement referred to below) and the other Secured Parties.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, dated as of August 21, 2019 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Borrowers, the Borrower Representative, the other Persons party thereto that are designated as a Credit Party, the Lenders from time to time party thereto and Ankura, as Agent for the Lenders, the Lenders have severally agreed to make extensions of credit to the Borrowers 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 Credit Agreement) of each Borrower; 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 Lenders and the Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers 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.

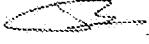
Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE  
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,

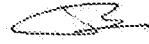
**JOERNS HEALTHCARE, LLC**, as Grantor

By:   
Name: John Regan  
Title: Senior Vice President and Chief Financial Officer

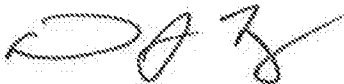
**RECOVERCARE, LLC**, as Grantor

By:   
Name: John Regan  
Title: Senior Vice President and Chief Financial Officer

**JOERNS LLC**, as Grantor

By:   
Name: John Regan  
Title: Senior Vice President and Chief Financial Officer

ANKURA TRUST COMPANY, LLC,  
as the Agent

By:  \_\_\_\_\_

Name: Michael J. Fey

Title: Managing Director

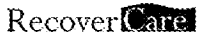
[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 006726 FRAME: 0312**

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Country/ State	Mark	Serial/ Registration Number	Filing/ Registration Date	Owner	Status
US	AMERICAN OF MARTINSVILLE	Serial No. 73/018,497 Reg. No. 1,044,876	Filing Date 4/11/1974 Reg. Date 7/27/1976	Joerns Healthcare, LLC	Registered
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	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	RECOVERCAR E and DESIGN 	Serial No. 85/726,164 Reg. No. 4531644	Filing Date 9/11/2012 Reg. Date 5/20/2014	RecoverCare, LLC	Registered



Country/ State	Mark	Serial/ Registration Number	Filing/ Registration Date	Owner	Status
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	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	TABLE PLUS	Serial No. 73624549  Reg. No. 1441235	Filing Date 10/07/1986 Reg. Date 06/02/1987	Joerns Healthcare, 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	CHAUFFEUR	Serial No. 87311480 Reg. No. 5504058	Filed 1/24. 2017  Reg. Date 01/28/2018	Joerns Healthcare, LLC	Registered

Country/ State	Mark	Serial/ Registration Number	Filing/ Registration Date	Owner	Status
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	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)
US	ELARA	Serial No. 87311474 Reg. No. 5536586	Filed 1/24/2017 Reg. Date 08/07/2018	Joerns Healthcare, LLC	Registered
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)

Country/ State	Mark	Serial/ Registration Number	Filing/ Registration Date	Owner	Status
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	TRILINE AND DESIGN	Serial No. 78- 737607 Reg. No. 3232622	Filing Date 10/20/2005 Reg. Date 04/24/2007	Joerns LLC	Registered
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	ULTRACARE	Serial No. 75- 799411 Reg. No. 2404893	Filing Date 09/09/1999 Reg. Date 11/14/2000	Joerns Healthcare, LLC	Renewed (Registered)
US	CALIBRE	Serial No. 77897795 Reg. No. 4016513	Filing Date 12/21/2009 Reg. Date 08/23/2011	Joerns Healthcare, LLC	Registered

Country/ State	Mark	Serial/ Registration Number	Filing/ Registration Date	Owner	Status
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
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

Country/ State	Mark	Serial/ Registration Number	Filing/ Registration Date	Owner	Status
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	HOYER	Serial No. 86238768 Reg. No. 4,640,480	Filing Date 04/01/2014 Reg. Date 11/18/2014	Joerns Healthcare, LLC	Registered
US	CLIMATECARE	Serial No. 86588137 Reg. No.4851064	Filed 04/06/2015 Reg. 11/10/2015	Joerns Healthcare, LLC	Registered
US	DOLPHINCARE	Serial No. 87113340  Reg. No. 5307825	Filed 7/22/2016  Reg. 10/10/2017	Joerns Healthcare, LLC	Registered

2. TRADEMARK APPLICATIONS

None.

3. IP LICENSES

None.