

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM544011

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DeVilbiss Healthcare LLC		10/03/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Delaware Trust Company, as Collateral Agent		
Street Address:	251 Little Falls Drive		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19808		
Entity Type:	state chartered trust company: DELAWARE		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	4476350	ADHERENCE SCORE	
Registration Number:	4500572	AUTOADJUST	
Registration Number:	3717636	BREATHIES BUNCH	
Registration Number:	1745662	DEVILBISS	
Registration Number:	3570395	DEVILBISS HEALTHCARE	
Registration Number:	3211954	DEVILBISS IFILL	
Registration Number:	3610388	DEVILBISS IGO	
Registration Number:	2495641	DEVILBISS SERENITY	
Registration Number:	5469466	DEVILBISS TRAVELER	
Registration Number:	3877821	EASYFIT	
Registration Number:	3011418	FLEXSET	
Registration Number:	3468567	INTELLIPAP	
Registration Number:	1881232	OSD	
CORRESPONDENCE DATA			
Fax Number:	6172359493		
<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:	6179517790		
Email:	ronald.duvernay@ropesgray.com		
TRADEMARK			

CH \$340.00 4476350

Correspondent Name: Ronald M. Duvernay
Address Line 1: Prudential Tower, 800 Boylston Street
Address Line 2: Ropes & Gray LLP
Address Line 4: Boston, MASSACHUSETTS 02199-3600

ATTORNEY DOCKET NUMBER: 109990-0023

NAME OF SUBMITTER: Ronald M. Duvernay

SIGNATURE: /r duvernay/

DATE SIGNED: 10/04/2019

Total Attachments: 6

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NOTICE AND CONFIRMATION OF GRANT OF
SECURITY INTEREST IN TRADEMARKS

NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS (the "Agreement"), dated as of October 3, 2019, made by DeVilbiss Healthcare LLC (the "Grantor"), in favor of Delaware Trust Company, as Collateral Agent (in such capacity, the "Collateral Agent") for (i) itself, (ii) the several banks and other financial institutions (the "Lenders") that are parties to the 1.5 Lien Credit Agreement, dated as of October 3, 2019 (as the same may be amended, waived, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Medical Depot Holdings, Inc. (the "Borrower"), solely with respect to Subsections 2.12, 5.22 and 7.15 of the Credit Agreement, CD&R Reign Topco, Inc., a Delaware corporation, the Collateral Agent, and the Lenders, and (iii) the other Secured Parties provided for in the Credit Agreement.

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans to the Borrower subject to the terms and conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Borrower and the Guarantors have executed and delivered a 1.5 Lien Guarantee and Collateral Agreement, dated as of October 3, 2019, in favor of the Collateral Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, the Grantor granted to the Collateral Agent for the benefit of the Secured Parties a security interest in all of its Intellectual Property, including the Trademarks; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

SECTION 2. Confirmation of Grant of Security Interest. The Grantor hereby confirms that pursuant to the Security Agreement it granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor's right, title and interest in (subject only to Liens permitted under the Credit

Agreement) and to all Trademarks (including, without limitation, those items listed on Schedule I hereto) and to the extent not otherwise included, all Proceeds and products of any and all of the foregoing, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations (as defined in the Security Agreement), except that no security interest is or will be granted pursuant hereto in any Excluded Assets.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest with the United States Patent and Trademark Office. This Agreement is expressly subject to the terms and conditions of the Security Agreement. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Trademarks are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

* * *

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

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

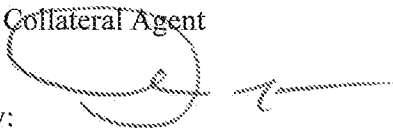
DEVILBISS HEALTHCARE LLC

By: 
Name: Amy O'Keefe
Title: Treasurer

[SIGNATURE PAGE TO 1.5 LIEN NOTICE AND CONFIRMATION OF SECURITY INTEREST IN TRADEMARKS-DEVILBISS HEALTHCARE LLC]

TRADEMARK
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DELAWARE TRUST COMPANY,
as Collateral Agent

By: 

Name: Alan R. Halpern
Title: Vice President

[SIGNATURE PAGE TO 1.5 LIEN NOTICE AND CONFIRMATION OF SECURITY INTEREST IN TRADEMARKS --
DEVILBISS HEALTHCARE LLC]

TRADEMARK
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SCHEDULE I

Trademark Registrations

<u>Grantor</u>	<u>Country</u>	<u>Mark</u>	<u>Status</u>	<u>App./ Reg. No.</u>	<u>Filing/ Reg. Date</u>	<u>Registration Date</u>
DEVILBISS HEALTHCARE LLC	US	ADHERENCE SCORE	Registered	4476350	10-Apr- 2013	28-Jan-2014
DEVILBISS HEALTHCARE LLC	US	AUTOADJUST	Registered	4500572	14-Feb- 2013	25-Mar-2014
DEVILBISS HEALTHCARE LLC	US	BREATHIES BUNCH	Registered	3717636	04-Nov- 2008	01-Dec-2009
DEVILBISS HEALTHCARE LLC	US	DEVILBISS	Registered	1745662	24-Mar- 1992	12-Jan-1993
DEVILBISS HEALTHCARE LLC	US	DEVILBISS HEALTHCARE	Registered	3570395	14-Mar- 2007	03-Feb-2009
DEVILBISS HEALTHCARE LLC	US	DEVILBISS IFILL	Registered	3211954	03-Nov- 2005	20-Feb-2007
DEVILBISS HEALTHCARE LLC	US	DEVILBISS IGO	Registered	3610388	03-Nov- 2005	21-Apr-2009
DEVILBISS HEALTHCARE LLC	US	DEVILBISS SERENITY	Registered	2495641	22-Dec- 1999	09-Oct-2001
DEVILBISS HEALTHCARE LLC	US	DEVILBISS TRAVELER	Registered	5469466	13-Oct- 2017	15-May- 2018
DEVILBISS HEALTHCARE LLC	US	EASYFIT	Registered	3877821	31-Jul- 2009	16-Nov- 2010
DEVILBISS HEALTHCARE LLC	US	FLEXSET	Registered	3011418	15-Sep- 2004	01-Nov- 2005
DEVILBISS HEALTHCARE LLC	US	INTELLIPAP	Registered	3468567	28-Oct- 2006	15-Jul-2008
DEVILBISS HEALTHCARE LLC	US	OSD	Registered	1881232	06-Nov- 1992	28-Feb-1995

<u>Grantor</u>	<u>Country</u>	<u>Mark</u>	<u>Status</u>	<u>App./ Reg. No.</u>	<u>Filing/ Reg. Date</u>	<u>Registration Date</u>
DEVILBISS HEALTHCARE LLC	US	PULMO-AIDE (& DESIGN)	Registered	1136702	29-Mar- 1979	03-Jun-1980
DEVILBISS HEALTHCARE LLC	US	PULMOMATE	Registered	1926352	28-Dec- 1993	10-Oct-1995
DEVILBISS HEALTHCARE LLC	US	PULMONEB	Registered	3376435	23-Apr- 2007	29-Jan-2008
DEVILBISS HEALTHCARE LLC	US	PULSEDOSE	Registered	4728443	03-Sep- 2013	28-Apr-2015
DEVILBISS HEALTHCARE LLC	US	PULSEDOSE	Registered	1926354	06-Apr- 1994	10-Oct-1995
DEVILBISS HEALTHCARE LLC	US	SMARTCODE	Registered	3577301	17-Sep- 2007	17-Feb-2009
DEVILBISS HEALTHCARE LLC	US	SMARTCODE ADHERENCE SCORE	Registered	4604268	01-Aug- 2013	16-Sep-2014
DEVILBISS HEALTHCARE LLC	US	SMARTFLEX	Registered	4149924	03-Oct- 2011	29-May- 2012
DEVILBISS HEALTHCARE LLC	US	SMARTLINK	Registered	3554678	16-Feb- 2007	30-Dec-2008
DEVILBISS HEALTHCARE LLC	US	VACU-AIDE	Registered	2022104	11-Jan- 1996	10-Dec-1996
DEVILBISS HEALTHCARE LLC	US	WALKABOUT	Registered	2775755	17-Nov- 2002	21-Oct-2003