

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM567051

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Drive Medical Canada Inc.		03/13/2020	Corporation: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMorgan Chase Bank, N.A., as Collateral Agent		
<b>Street Address:</b>	10 S. Dearborn		
<b>Internal Address:</b>	7th Floor		
<b>City:</b>	CHICAGO		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 13</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3365853	AIRGO	
<b>Registration Number:</b>	3818401	AIRGO	
<b>Registration Number:</b>	3325724	AQUASENSE	
<b>Registration Number:</b>	3325723	AQUASENSE	
<b>Registration Number:</b>	3136760	AQUASENSE	
<b>Registration Number:</b>	3658074	AQUASENSE	
<b>Registration Number:</b>	3888222	FOR A SAFER BATHROOM	
<b>Registration Number:</b>	3021616	HUGO	
<b>Registration Number:</b>	2952909	HUGO	
<b>Registration Number:</b>	2952908	HUGO	
<b>Registration Number:</b>	2733507	HUGO	
<b>Registration Number:</b>	4670917	QUADPOD	
<b>Registration Number:</b>	5478201	THE MOM TEST	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6502515002		
<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>			
<b>Phone:</b>	6502515027		

CH \$340.00 3365853

**Email:** jnull@stblaw.com  
**Correspondent Name:** Marcela Robledo  
**Address Line 1:** 2475 Hanover Street  
**Address Line 4:** Palo Alto, CALIFORNIA 94304

**ATTORNEY DOCKET NUMBER:** 509265/2001

**NAME OF SUBMITTER:** J. Jason Mull

**SIGNATURE:** /J. Jason Mull/

**DATE SIGNED:** 03/13/2020

**Total Attachments: 5**

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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 March 13, 2020, made by Drive Medical Canada Inc. (the “Grantor”), in favor of JPMorgan Chase Bank, N.A., a United States national association, as Collateral Agent (the “Agent”) for itself, the several banks and other financial institutions (the “Lenders”) that are parties to the First Lien Credit Agreement, dated as of January 3, 2017 (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”), the Agent and the Lenders, and the other Secured Parties provided for in the Credit Agreement.

WHEREAS, pursuant to that certain First Amendment dated as of October 3, 2019 to the Credit Agreement, the parties thereto agreed that certain foreign subsidiaries of the Borrower will execute and deliver that certain Foreign Subsidiary Guarantee Agreement, dated as of the date hereof (the “Foreign Subsidiary Guarantee”);

WHEREAS, in connection with the Foreign Subsidiary Guarantee, Drive Canada, Inc., Drive Medical Canada Inc. and the Agent have executed and delivered a First Lien Canadian Collateral Agreement, dated as of the date hereof, in favor of the Agent (as the same may be amended, waived, supplemented or otherwise modified from time to time, the “Canadian Security Agreement”);

WHEREAS, pursuant to the Canadian Security Agreement, the Grantor granted to the 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 or the Canadian Security Agreement, as applicable.

SECTION 2. Confirmation of Grant of Security Interest. The Grantor hereby confirms that pursuant to the Canadian Security Agreement it granted to the 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 Secured Obligations, 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 Canadian Security Agreement. The Canadian 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 Canadian 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.

DRIVE MEDICAL CANADA INC.

By:   
Name: *Amy O'Keefe*  
Title: *Treasurer - Drive Medical  
Canada Inc.*

[SIGNATURE PAGE TO FIRST LIEN NOTICE AND CONFIRMATION OF SECURITY INTEREST IN TRADEMARKS-  
DRIVE MEDICAL CANADA INC.]

**TRADEMARK**  
**REEL: 006891 FRAME: 0378**

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.

DRIVE MEDICAL CANADA INC.

By: \_\_\_\_\_  
Name:  
Title:

JPMORGAN CHASE BANK, N.A.  
as Agent

By:   
Name: Sandeep Pajihar  
Title: Executive Director

[SIGNATURE PAGE TO FIRST LIEN NOTICE AND CONFIRMATION OF SECURITY INTEREST IN TRADEMARKS- DRIVE MEDICAL CANADA INC.]

TRADEMARK  
REEL: 006891 FRAME: 0379

SCHEDULE I

Trademark Registrations

<b>Trademark</b>	<b>Reg. #</b>	<b>Appl. #</b>	<b>Owner</b>
AIRGO	3,365,853	78950258	Drive Medical Canada Inc.
AIRGO	3,818,401	78963964	Drive Medical Canada Inc.
AQUASENSE	3,325,724	78462427	Drive Medical Canada Inc.
AQUASENSE	3,325,723	78462381	Drive Medical Canada Inc.
AQUASENSE	3,136,760	78462446	Drive Medical Canada Inc.
AQUASENSE	3,658,074	78474380	Drive Medical Canada Inc.
FOR A SAFER BATHROOM	3,888,222	77623732	Drive Medical Canada Inc.
HUGO	3,021,616	78096345	Drive Medical Canada Inc.
HUGO	2,952,909	78096353	Drive Medical Canada Inc.
HUGO	2,952,908	78096325	Drive Medical Canada Inc.
HUGO	2,733,507	78975068	Drive Medical Canada Inc.
QUADPOD	4,670,917	86295062	Drive Medical Canada Inc.
THE MOM TEST	5,478,201	86906850	Drive Medical Canada Inc.