

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM656157

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Handicare USA, Inc.		06/02/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	National Bank of Canada, as administrative agent		
Street Address:	1155 Metcalfe Street 5th Floor		
City:	Montréal Quebec		
State/Country:	CANADA		
Postal Code:	H3B 4S9		
Entity Type:	Company: CANADA		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Serial Number:	86104804	ERGOSHEET	
Serial Number:	86089902	ERGOSLIDE	
Serial Number:	86089853	ERGOSAFE	
Serial Number:	86089878	ERGOBELT	
Serial Number:	77002665	WAVERLEY GLEN	
Serial Number:	86380890	PRISM MEDICAL	
Serial Number:	75849967	MEDCARE	
Serial Number:	75229517	STAND-N-WEIGH	
CORRESPONDENCE DATA			
Fax Number:	2148558200		
<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:	2148558000		
Email:	chris.andersen@nortonrosefulbright.com		
Correspondent Name:	Chris R. Andersen		
Address Line 1:	2200 Ross Avenue, Suite 3600		
Address Line 2:	Norton Rose Fulbright US LLP		
Address Line 4:	Dallas, TEXAS 75201-7932		
ATTORNEY DOCKET NUMBER:	1000137522		
NAME OF SUBMITTER:	Chris Andersen		

OP \$215.00 86104804

SIGNATURE:	/chris andersen/
DATE SIGNED:	06/25/2021
Total Attachments: 5 source=Handicare - Intellectual Property Security Agreement Short Form#page1.tif source=Handicare - Intellectual Property Security Agreement Short Form#page2.tif source=Handicare - Intellectual Property Security Agreement Short Form#page3.tif source=Handicare - Intellectual Property Security Agreement Short Form#page4.tif source=Handicare - Intellectual Property Security Agreement Short Form#page5.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (“*IP Security Agreement*”), dated as of June 2, 2021, is made by and among Handicare USA, Inc. and Handicare Accessibility Inc. (the “*Grantors*,” and each, a “*Grantor*”) in favor of National Bank of Canada, as administrative agent (the “*Administrative Agent*”) for the Finance Parties pursuant to the Credit Agreement referred to below. Capitalized terms used herein without definition shall have the meanings provided in the Credit Agreement.

WHEREAS, certain affiliates of the Grantors have entered into a Credit Agreement dated as of March 4, 2021 (the “*Credit Agreement*”), with the Administrative Agent and Lenders party thereto.

WHEREAS, as a condition to continued extensions of credit by the Lenders under the Credit Agreement, each Grantor has joined as a Grantor party to that certain Pledge and Security Agreement dated as of March 4, 2021, made by and among the Grantors and the Administrative Agent (the “*Security Agreement*”).

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Administrative Agent, for the benefit of the Finance Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed to execute and deliver this IP Security Agreement for recording with governmental authorities, including, but not limited to, the United States Patent and Trademark Office and the United States Copyright Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Security. Each Grantor hereby pledges and grants to the Administrative Agent for the ratable benefit of the Finance Parties a security interest in and to all of the right, title, and interest of such Grantor in, to, and under the following (the “*IP Collateral*”):

(a) the patents and patent applications set forth in Schedule 1 hereto and all reissues, divisions, continuations, continuations-in-part, renewals, extensions, and reexaminations thereof and amendments thereto (the “*Patents*”);

(b) the trademark registrations and applications set forth in Schedule 2 hereto, together with the goodwill connected with the use thereof and symbolized thereby, and all extensions and renewals thereof (the “*Trademarks*”), excluding only United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment, or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(c) all rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(d) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(e) any and all claims and causes of action with respect to any of the foregoing, whether occurring before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right, but no obligation, to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. Each Grantor authorizes the Commissioner for Patents and the Commissioner for Trademarks and any other government officials to record and register this IP Security Agreement upon request by the Administrative Agent.

3. Loan Documents. This IP Security Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Administrative Agent with respect to the IP Collateral are as provided by the Credit Agreement, the Security Agreement, and related documents, and nothing in this IP Security Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This IP Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this IP Security Agreement by facsimile or in electronic (i.e., “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this IP Security Agreement.


5. Successors and Assigns. This IP Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This IP Security Agreement and any claim, controversy, dispute, or cause of action (whether in contract or tort or otherwise) based upon, arising out of, or relating to this IP Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Laws of the province of Québec and the federal Laws of Canada applicable therein, without giving effect to any choice or conflict of law provision or rule (whether of the State of Laws of the province of Québec and the federal Laws of Canada applicable therein or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

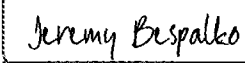
IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

Handicare USA, Inc.

By  _____
DocuSigned by:
F3588C1F598D4E9...

Name: Randi Binstock
Title: Chief Executive Officer

Handicare Accessibility Inc.

By  _____
DocuSigned by:
888C45055870468...

Name: Jeremy Bespalko
Title: President

SCHEDULES

SCHEDULE 1

PATENTS

Patents

Title	Jurisdiction	Patent Number	Issue Date	Record Owner
Low Profile Rolling Support Assembly	United States of America	14818486	2020-03-17	Handicare USA, Inc.
Low Profile Rolling Support Assembly	United States of America	9,119,755	2015-09-01	Handicare USA, Inc.

SCHEDULE 2

TRADEMARKS

Trademark Registrations

Mark	Jurisdiction	Registration Number	Registration Date	Record Owner
ERGOSHEET	United States of America	86104804	2014-05-20	Handicare USA, Inc.
ERGOSLIDE	United States of America	86089902	2014-05-20	Handicare USA, Inc.
ERGOSAFE	United States of America	86089853	2014-05-27	Handicare USA, Inc.
ERGOBELT	United States of America	86089878	2014-05-20	Handicare USA, Inc.
WAVERLEY	United States of	77002665	2009-02-17	Handicare USA, Inc.

GLEN	America			
PRISM MEDICAL	United States of America	86380890	2015-04-28	Handicare USA, Inc.
MEDCARE	United States of America	75849967	2001-06-12	Handicare USA, Inc.
STAND-N-WEIGH	United States of America	75229517	1998-12-29	Handicare USA, Inc.