

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM687293

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Joerns Healthcare, LLC		11/08/2021	Limited Liability Company: DELAWARE
Joerns LLC		11/08/2021	Limited Liability Company: CALIFORNIA
RecoverCare, LLC		11/08/2021	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Ankura Trust Company, LLC
Street Address:	140 Sherman Street, 4th Floor
City:	Fairfield
State/Country:	CONNECTICUT
Postal Code:	06824
Entity Type:	Limited Liability Company: NEW HAMPSHIRE

PROPERTY NUMBERS Total: 48

Property Type	Number	Word Mark
Registration Number:	3241450	PROCAIR
Registration Number:	5307825	DOLPHINCARE
Registration Number:	4016513	CALIBRE
Registration Number:	3528850	P.R.O. MATT
Registration Number:	3437880	PREVAMATT
Registration Number:	3329166	PREVENT
Registration Number:	3437656	HOYER COMFORT PAD
Registration Number:	1025244	EGG CRATE
Registration Number:	3064498	HOYER ADVANCE
Registration Number:	2893555	DERMAFLOAT
Registration Number:	1344452	EASY CARE
Registration Number:	2379765	FLAPCAIR
Registration Number:	3808666	FLUID IMMERSION SIMULATION
Registration Number:	3042845	HOYER PRESENCE
Registration Number:	3608850	HOYERPRO

OP \$1215.00 3241450

Property Type	Number	Word Mark
Registration Number:	3561634	JOERNS
Registration Number:	1024152	JOERNS
Registration Number:	2192009	ONESOURCE
Registration Number:	3877732	P.R.O. TECHNOLOGY
Registration Number:	3232622	TRILINE
Registration Number:	3670711	ULTRALOCK
Registration Number:	3640050	JOERNS HEALTHCARE
Registration Number:	3677598	JOURNEY
Registration Number:	3224340	ARISE
Registration Number:	2404893	ULTRACARE
Registration Number:	3505153	STATURE
Registration Number:	3236168	TXCAIR
Registration Number:	4735532	DOLPHIN
Registration Number:	2404028	CAIR1000
Registration Number:	2162612	DERMATECH
Registration Number:	3558825	ELEVATE
Registration Number:	3822730	AUTOVECTOR
Registration Number:	1345906	BIOGARD
Registration Number:	1603577	BIOCLINIC
Registration Number:	3468691	RECOVERAIR
Registration Number:	4531645	RECOVERCARE
Registration Number:	1818236	RECOVERCARE
Registration Number:	3517134	RECOVERTURN
Registration Number:	2278167	TURNCAIR
Registration Number:	4851064	CLIMATECARE
Registration Number:	5536586	ELARA
Registration Number:	5504058	CHAUFFEUR
Registration Number:	4531644	RECOVERCARE
Registration Number:	4640480	HOYER
Serial Number:	90210888	JOERNS WECARE
Serial Number:	90623220	CONNEXIO
Serial Number:	90661247	JOERNS CONNEXIO
Serial Number:	97069735	EMBARK

CORRESPONDENCE DATA

Fax Number:

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: 800-494-5225

Email: ipteam@cogencyglobal.com
Correspondent Name: Stewart Walsh
Address Line 1: 1025 Connecticut Ave NW, Suite 712
Address Line 2: COGENCY GLOBAL Inc.
Address Line 4: Washington, D.C. 20036

ATTORNEY DOCKET NUMBER: 1522007 TM

NAME OF SUBMITTER: David C. Lee

SIGNATURE: /David C. Lee/

DATE SIGNED: 11/10/2021

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of November 8, 2021, 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 Priority Lien Credit Agreement, dated as of November 8, 2021 (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 Credit Parties party thereto and 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 Priority Lien 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.

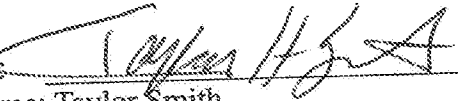
Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

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FOLLOWS]

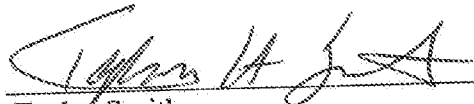
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

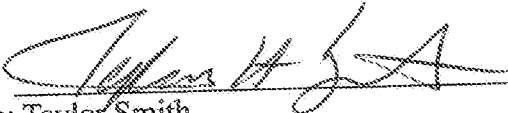
JOERNS HEALTHCARE, LLC, as Grantor

By: 
Name: Taylor Smith
Title: Chief Executive Officer

RECOVERCARE, LLC, as Grantor

By: 
Name: Taylor Smith
Title: Chief Executive Officer

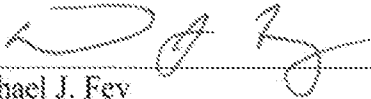
JOERNS LLC, as Grantor

By: 
Name: Taylor Smith
Title: Chief Executive Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

ACKNOWLEDGED AND AGREED
as of the date first above written:

ANKURA TRUST COMPANY, LLC,
as Agent

By: 
Name: Michael J. Fey
Title: Senior Managing Director

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 007490 FRAME: 0594

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Trademark	Application Date	Application No	Registration No	Registration Date	Owner
PROCAIR	Oct 20 2005	78737517	3241450	May 15 2007	Joerns LLC
DOLPHINCARE	Jul 22 2016	87113340	5307825	Oct 10 2017	Joerns Healthcare, LLC
CALIBRE	Dec 21 2009	77897795	4016513	Aug 23 2011	Joerns Healthcare, LLC
P.R.O. MATT	Dec 10 2007	77348168	3528850	Nov 4 2008	Joerns Healthcare, LLC
PREVAMATT	Oct 20 2005	78737566	3437880	May 27 2008	Joerns LLC
PREVENT	Oct 31 2005	78743949	3329166	Nov 6 2007	Joerns Healthcare, LLC
HOYER COMFORT PAD	Jan 27 2005	78554728	3437656	May 27 2008	Joerns Healthcare, LLC
EGG CRATE	Feb 3 1975	73043330	1025244	Nov 18 1975	Joerns Healthcare, LLC
HOYER ADVANCE	Jul 20 2004	78453384	3064498	Feb 28 2006	Joerns Healthcare, LLC
DERMAFLOAT	Oct 21 2003	78316460	2893555	Oct 12 2004	Joerns Healthcare, LLC
EASY CARE	Jun 6 1983	73429008	1344452	Jun 25 1985	Joerns Healthcare, LLC
FLAPCAIR	Nov 5 1999	75841225	2379765	Aug 22 2000	Joerns LLC
FLUID IMMERSION SIMULATION	Jan 20 2009	77652493	3808666	Jun 22 2010	Joerns LLC
HOYER PRESENCE	Jul 20 2004	78453469	3042845	Jan 10 2006	Joerns Healthcare, LLC
HOYERPRO	Oct 2 2008	77584277	3608850	Apr 21 2009	Joerns Healthcare, LLC
JOERNS	Jan 16 2007	77083645	3561634	Jan 13 2009	Joerns Healthcare, LLC

JOERNS	Apr 1 1974	73017685	1024152	Nov 4 1975	Joerns Healthcare, LLC
ONESOURCE	May 1 1997	75284591	2192009	Sep 29 1998	Joerns Healthcare, LLC
P.R.O. TECHNOLOGY	Jul 8 2009	77776521	3877732	Nov 16 2010	Joerns Healthcare, LLC
TRILINE (and Design)	Oct 20 2005	78737607	3232622	Apr 24 2007	Joerns LLC
ULTRALOCK	Aug 19 2008	77550670	3670711	Aug 18 2009	Joerns Healthcare, LLC
JOERNS HEALTHCARE	Oct 5 2006	77014303	3640050	Jun 16 2009	Joerns Healthcare, LLC
JOURNEY	Jun 30 2008	77510971	3677598	Sep 1 2009	Joerns Healthcare, LLC
ARISE	Oct 20 2005	78737576	3224340	Apr 3 2007	Joerns LLC
ULTRACARE	Sep 9 1999	75799411	2404893	Nov 14 2000	Joerns Healthcare, LLC
STATURE	Mar 8 2008	77416791	3505153	Sep 23 2008	Joerns Healthcare, LLC
TXCAIR	Oct 20 2005	78737551	3236168	May 1 2007	Joerns LLC
DOLPHIN	Sep 20 2011	85427680	4735532	May 12 2015	Joerns LLC
CAIR1000	Nov 8 1999	75842615	2404028	Nov 14 2000	Joerns LLC
DERMATECH	Jun 17 1996	75120033	2162612	Jun 2 1998	Joerns Healthcare, LLC
ELEVATE	Feb 19 2008	77400069	3558825	Jan 6 2009	Joerns Healthcare, LLC
AUTOVECTOR	Jan 20 2009	77652490	3822730	Jul 20 2010	Joerns LLC
BIOGARD	Jun 13 1984	73484974	1345906	Jul 2 1985	Joerns Healthcare, LLC
BIOCLINIC	Oct 5 1989	73829557	1603577	Jun 26 1990	Joerns Healthcare, LLC
RECOVERAIR	Jan 19 2007	77086724	3468691	Jul 15 2008	RecoverCare, LLC
RECOVERCAR E	Sep 11 2012	85726170	4531645	May 20 2014	RecoverCare, LLC
RECOVERCAR E	Nov 4 1992	74328320	1818236	Jan 25 1994	RecoverCare, LLC
RECOVERTUR N	Jan 19 2007	77086719	3517134	Oct 14 2008	RecoverCare, LLC
TURNCAIR	Sep 21 1998	75556131	2278167	Sep 14 1999	Joerns LLC

CLIMATECARE	Apr 6 2015	86588137	4851064	Nov 10 2015	Joerns Healthcare, LLC
ELARA	Jan 24 2017	87311474	5536586	Aug 7 2018	Joerns Healthcare, LLC
CHAUFFEUR	Jan 24 2017	87311480	5504058	Jun 26 2018	Joerns Healthcare, LLC
RECOVERCARE (and Design)	Sep 11 2012	85726164	4531644	May 20 2014	RecoverCare, LLC
HOYER	Apr 1 2014	86238768	4640480	Nov 18 2014	Joerns Healthcare, LLC

2. TRADEMARK APPLICATIONS

Trademark	Application Date	Application No	Registration No	Registration Date	Owner
JOERNS WE CARE	Sep 25 2020	90210888	N/A	N/A	Joerns Healthcare, LLC
CONNEXIO	Apr 5 2021	90623220	N/A	N/A	Joerns Healthcare, LLC
JOERNS CONNEXIO	Apr 21 2021	90661247	N/A	N/A	Joerns Healthcare, LLC
EMBARK	Oct 12 2021	97069735	N/A	N/A	Joerns Healthcare, LLC

3. IP LICENSES

None.