

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM736354

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Altimate Medical, Inc.		06/22/2022	Corporation: MINNESOTA
Medical Positioning, Inc.		06/22/2022	Corporation: MISSOURI
Altimate Medical Holdings, Inc.		06/22/2022	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A.
Street Address:	10 S. Dearborn, Floor L2
Internal Address:	Suite IL1-1145
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	national banking association: UNITED STATES

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	3711610	BANTAM
Registration Number:	3231001	EASYSTAND STANDING MADE EASY
Registration Number:	3107588	SMART EDUCATIONAL SEMINARS STANDING MOBI
Registration Number:	1262903	ACTIVEAID
Registration Number:	1263098	ACTIVEAID
Registration Number:	0808160	ACTIVEAID
Registration Number:	2886057	ACTIVEAID
Registration Number:	1989986	EASYSTAND
Registration Number:	3242947	EVOLV
Registration Number:	3996730	GLIDER
Registration Number:	5500388	JUSTIFY IT
Registration Number:	4001391	SHADOW
Registration Number:	4913457	ZING
Registration Number:	4914269	VIZAVUE
Registration Number:	3176162	ECHO BED
Registration Number:	6095811	ECHOBED

OP \$515.00 3711610

Property Type	Number	Word Mark
Registration Number:	5629149	ECHOONE
Registration Number:	6160092	ULTRAMAMM
Registration Number:	6095810	ULTRASCAN
Serial Number:	90009053	EASYGAIT

CORRESPONDENCE DATA

Fax Number: 6127661600

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: 6127666911

Email: susan.carlson@faegredrinker.com

Correspondent Name: Susan Carlson, Faegre Drinker Biddle

Address Line 1: 90 S 7th St Ste 2200

Address Line 4: Minneapolis, MINNESOTA 55402

NAME OF SUBMITTER:	Susan Carlson
SIGNATURE:	/e/ Susan Carlson
DATE SIGNED:	06/22/2022

Total Attachments: 8

- source=Altimate - Patent and Trademark Security Agreement (2022) EXECUTION#page1.tif
- source=Altimate - Patent and Trademark Security Agreement (2022) EXECUTION#page2.tif
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- source=Altimate - Patent and Trademark Security Agreement (2022) EXECUTION#page8.tif

PATENT AND TRADEMARK SECURITY AGREEMENT

This Agreement is made as of June 22, 2022 by and among the parties listed on the signature pages hereof as Debtors (the “**Debtors**”), and JPMorgan Chase Bank, N.A., a national banking association, as administrative agent (in such capacity, the “**Administrative Agent**”) for the Secured Parties, as defined in the Credit Agreement described below.

Pursuant to a Credit Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”) among the Debtors, other Loan Parties (as defined therein) from time to time party thereto, the Lenders (as defined therein) from time to time party thereto and the Administrative Agent, the Lenders have agreed to make advances and grant certain other financial accommodations to one or more of the Debtors.

As a condition to making any advance under the Credit Agreement, the Lenders required the execution and delivery by the Debtors and certain affiliates of the Debtors of a Pledge and Security Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), pursuant to which the Debtors and certain affiliates of the Debtors granted to the Administrative Agent a security interest in substantially all of the Debtors’ and such affiliates’ personal property.

Pursuant to the Security Agreement, the Debtors are required to execute and deliver this Agreement to the Administrative Agent.

ACCORDINGLY, in consideration of the mutual covenants contained in the Credit Agreement, the Security Agreement and this Agreement, the parties hereby agree as follows:

1. **Definitions.**

Terms defined in or pursuant to the Security Agreement and not otherwise defined herein shall have the meanings given them in or pursuant to the Security Agreement. In addition, the following terms have the meanings set forth below:

“**Patent**” means any patent or application for patent.

“**Patent and Trademark Collateral**” means all right, title and interest of each Debtor in and to the following, in each case whether now existing or hereafter acquired or arising:

- (i) All Patents, including the Specified Patents.
- (ii) All Trademarks, including the Specified Trademarks
- (iii) All accounts and other rights to payment (including but not limited to payments of royalties) arising from or relating to any Patent or Trademark.
- (iv) All rights to recover for all past, present, and future infringements, dilutions, pre-issuance recoveries and other violations of Patents and Trademarks.
- (v) All present and future license agreements with respect to the Patents and Trademarks.
- (vi) All proceeds of any and all of the foregoing.

“**Specified Patent**” means each of the Patents listed on Schedule A, together with all continuations, continuations-in-part, divisions, foreign counterparts, reissues, reexaminations, renewals and extensions thereof.

“**Specified Trademark**” means each of the Trademarks listed on Schedule B, together with all divisions, foreign counterparts, renewals and extensions thereof.

“**Trademark**” means any trademark, service mark, collective membership mark, and registration or application for registration of any trademark, service mark or collective membership mark, together with the goodwill associated therewith.

2. Grant of Security Interest.

In order to secure the Secured Obligations (as defined in the Credit Agreement), each Debtor hereby confirms and acknowledges that it has granted and created (and, to the extent not previously granted under the Security Agreement, does hereby irrevocably grant and create) a security interest in the Patent and Trademark Collateral to the Administrative Agent.

3. Representations and Warranties.

Each Debtor represents and warrants that such Debtor owns each of the Specified Patents and Specified Trademarks indicated with respect to such Debtor on Schedules A and B, respectively, free and clear of any Lien other than Liens permitted under the Loan Documents.

4. General Rights and Obligations.

Except as expressly set forth herein, the rights and obligations of the Debtors and the Administrative Agent with respect to the Patent and Trademark Collateral shall in all respects be governed by the Credit Agreement and the Security Agreement, the terms of which are incorporated as fully as if set forth at length herein.

5. Continuing Effect.

This Agreement and the Administrative Agent’s security interest in the Patent and Trademark Collateral shall continue in full force and effect until Payment in Full (as defined in the Credit Agreement).

6. Counterparts.

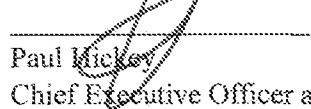
This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

Signature pages follow.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

DEBTORS:

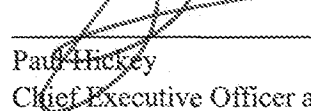
ALTIMATE MEDICAL, INC.

By: 
Name: Paul Hickey
Title: Chief Executive Officer and President

MEDICAL POSITIONING, INC.

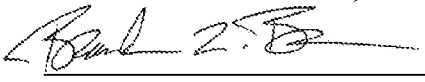
By: 
Name: Paul Hickey
Title: Chief Executive Officer and President

ALTIMATE MEDICAL HOLDINGS, INC.

By: 
Name: Paul Hickey
Title: Chief Executive Officer and President

ADMINISTRATIVE AGENT:

JPMORGAN CHASE BANK, N.A.

By: 

Name: Brandon L. Brauer

Title: Authorized Officer

Schedule A
PATENTS AND PATENT APPLICATIONS

U.S. Patent Registrations




Registered Owner	Patent Name	Registration / Application Date	Registration / Application Number
MEDICAL POSITIONING, INC.	LOW CLEARANCE MEDICAL IMAGING CHAIR	06-02-2020 / 05-26-2016	10,667,976 / 15,165,812
ALTIMATE MEDICAL, INC.	MODULAR STANDING FRAME	11-10-2009 / 10-11-2005	7,614,639 / 11,247,961
ALTIMATE MEDICAL, INC.	MODULAR STANDING FRAME	10-29-2013 / 09-24-2009	8,567,808 / 12,565,860
ALTIMATE MEDICAL, INC.	STANDING FRAME WITH SUPINE MODE	01-31-2012 / 07-08-2008	8,104,835 / 12,169,492
ALTIMATE MEDICAL, INC.	SEAT	02-28-2012 / 01-16-2009	8,123,664 / 12,354,992
ALTIMATE MEDICAL, INC.	SEAT	03-05-2013 / 02-24-2012	8,388,505 / 13,404,646
ALTIMATE MEDICAL, INC.	SEAT	07-14-2015 / 02-04-2013	9,079,089 / 13,757,921
ALTIMATE MEDICAL INC.	CABLE ACTUATORS AND CABLE ACTUATED APPARATUSES AND SYSTEMS	07-04-2017 / 07-15-2014	9,695,917 / 14,372,230
ALTIMATE MEDICAL, INC.	STANDING FRAME WITH MULTI-ANGLE POSITIONING WHILE MAINTAINING USER ORIENTATION	04-03-2018 / 07-10-2014	9,931,257 / 14,327,943

U.S. Patent Applications

Registered Owner	Patent Name	Application Date	Application Number
ALTIMATE MEDICAL HOLDINGS, INC.	CARRIABLE COMPLEX REHABILITATION TECHNOLOGY SYSTEMS	-- / 10-05-2020	-- / 17,062,712
ALTIMATE MEDICAL HOLDINGS, INC.	WHEEL LOCK	-- / 03-08-2021	-- / 17,194,710

Schedule B
TRADEMARKS AND TRADEMARK APPLICATIONS

U.S. Trademark Registrations

Owner of Record	Mark	Application No./ Registration No.	Application Date	Registration Date
ALTMATE MEDICAL, INC. ¹		RN: 3711610 SN: 77704368	April 1, 2009	November 17, 2009
ALTMATE MEDICAL, INC. ²		RN: 3231001 SN: 78587806	March 15, 2005	April 17, 2007
ALTMATE MEDICAL, INC. ³		RN: 3107588 SN: 78320073	October 29, 2003	June 20, 2006
ALTMATE MEDICAL, INC.	ACTIVEAID	RN: 1262903 SN: 73389104	September 27, 1982	January 3, 1984

¹ Owner name reflected as "PNC Bank". However, ownership was corrected via corrective assignment to correct the nature of conveyance from change of name to security interest previously recorded on reel 004429 frame 0549.

² Owner name reflected as "PNC Bank". However, ownership was corrected via corrective assignment to correct the nature of conveyance from change of name to security interest previously recorded on reel 004429 frame 0549.

³ Owner name reflected as "PNC Bank". However, ownership was corrected via corrective assignment to correct the nature of conveyance from change of name to security interest previously recorded on reel 004429 frame 0549.

Owner of Record	Mark	Application No./ Registration No.	Application Date	Registration Date
ALTIMATE MEDICAL, INC.	ACTIVEAID	RN: 1263098 SN: 73389107	September 27, 1982	January 3, 1984
ALTIMATE MEDICAL, INC.	ACTIVEAID	RN: 0808160 SN: 72227438	September 8, 1965	May 10, 1966
ALTIMATE MEDICAL, INC.	ACTIVEAID	RN: 2886057 SN: 76546259	September 22, 2003	September 21, 2004
ALTIMATE MEDICAL, INC. ⁴	EASYSTAND	RN: 1989986 SN: 74715093	August 14, 1995	July 30, 1996
ALTIMATE MEDICAL, INC.	EVOLV	RN: 3242947 SN: 78566840	February 14, 2005	May 15, 2007
ALTIMATE MEDICAL, INC. ⁵	GLIDER	RN: 3996730 SN: 85170440	November 5, 2010	July 19, 2011
ALTIMATE MEDICAL, INC.	JUSTIFY IT	RN: 5500388 SN: 87315965	January 27, 2017	June 26, 2018
ALTIMATE MEDICAL, INC.	SHADOW	RN: 4001391 SN: 85113435	August 23, 2010	July 26, 2011

⁴ Owner name reflected as "PNC Bank". However, ownership was corrected via corrective assignment to correct the nature of conveyance from change of name to security interest previously recorded on reel 004429 frame 0549.

⁵ Owner name reflected as "PNC Bank". However, ownership was corrected via corrective assignment to correct the nature of conveyance from change of name to security interest previously recorded on reel 004429 frame 0549.

Owner of Record	Mark	Application No./ Registration No.	Application Date	Registration Date
ALTIMATE MEDICAL, INC.	ZING	RN: 4913457 SN: 86714023	August 4, 2015	March 8, 2016
MEDICAL POSITIONING, INC	VIZAVUE	RN: 4914269 SN: 86152071	December 24, 2013	March 8, 2016
MEDICAL POSITIONING, INC.	ECHO BED	RN: 3176162 SN: 78598090	March 30, 2005	November 28, 2006
MEDICAL POSITIONING, INC.	ECHOBED	RN: 6095811 SN: 88728154	December 16, 2019	July 7, 2020
MEDICAL POSITIONING, INC.	ECHOONE	RN: 5629149 SN: 87648229	October 17, 2017	December 11, 2018
MEDICAL POSITIONING, INC.	ULTRAMAMM	RN: 6160092 SN: 88728153	December 16, 2019	September 22, 2020
MEDICAL POSITIONING, INC.	ULTRASCAN	RN: 6095810 SN: 88728148	December 16, 2019	July 7, 2020

U.S. Trademark Applications

Owner of Record	Mark	Application No.	Application Date
ALTIMATE MEDICAL, INC.	EASYGAIT	SN: 90009053	June 18, 2020

TRADEMARK

REEL: 007759 FRAME: 0456

RECORDED: 06/22/2022