

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: TMI132885

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
RecoverCare, LLC		03/29/2024	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Company Name:</b>	Joerns Healthcare, LLC		
<b>Street Address:</b>	2430 WHITEHALL PARK DRIVE SUITE 700		
<b>City:</b>	CHARLOTTE		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28273		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3468691	RECOVERAIR	
<b>Registration Number:</b>	1818236	RECOVERCARE	
<b>Registration Number:</b>	4531645	RECOVERCARE	
<b>Registration Number:</b>	4531644	RECOVERCARE	
<b>Registration Number:</b>	3517134	RECOVERTURN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2028874288		
<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>	(202)887-4000		
<b>Email:</b>	mbeyene@akingump.com,dc_ipdocketing@akingump.com		
<b>Correspondent Name:</b>	Mussie Beyene		
<b>Address Line 1:</b>	AKIN GUMP STRAUSS HAUER & FELD LLP		
<b>Address Line 2:</b>	2001 K Street N.W.		
<b>Address Line 4:</b>	Washington, DISTRICT OF COLUMBIA 20006		
<b>ATTORNEY DOCKET NUMBER:</b>	104148.0002		
<b>NAME OF SUBMITTER:</b>	MUSSIE BEYENE		
<b>SIGNATURE:</b>	MUSSIE BEYENE		
<b>DATE SIGNED:</b>	03/29/2024		

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**Total Attachments: 9**

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “Agreement”), dated as of March 29, 2024 (“Effective Date”), is made by and among Joerns, LLC, a Delaware limited liability company (“Joerns, LLC”), RecoverCare, LLC, a Delaware limited liability company (“RecoverCare” and together with Joerns, LLC, the “Assignors” and each, an “Assignor”) and Joerns Healthcare, LLC, a Delaware limited liability company (“Assignee” and each Assignor and Assignee, a “Party” and, collectively, the “Parties”).

Recitals

WHEREAS, the Parties are entering into this Agreement in connection with and as contemplated by that certain Strict Foreclosure Agreement (the “Foreclosure Agreement”), dated as of March 29, 2024, by and among Joerns Healthcare Parent, LLC, Assignee, Joerns, LLC, RecoverCare, the other Credit Parties (as defined therein) party thereto, the Consenting 1L Lenders (as defined therein), the Consenting 2L Lenders (as defined therein), JHC Investment Intermediate Holdings, LLC, in its individual capacity and as the 1L Sub-Agent and the 2L Sub-Agent (as such terms are defined therein), and Ankura Trust Company, LLC, in its capacity as the 1L Agent and the 2L Agent (as such terms are defined therein);

WHEREAS, the Assignors are the owners of the Intellectual Property set forth on Schedule 1 attached hereto (the “Transferred IP Rights”), and the Parties desire to memorialize and confirm the assignment of the Transferred IP Rights from each Assignor to Assignee; and

WHEREAS, capitalized terms used and not otherwise defined herein shall have the meanings ascribed to such terms in the Foreclosure Agreement.

NOW, THEREFORE, in consideration of the mutual agreements contained herein and in the Foreclosure Agreement, and subject thereto, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Assignor and Assignee, intending to be legally bound, hereby agrees as follows:

1. Assignment. As of the Effective Date, each Assignor hereby assigns, conveys, transfers, and delivers to Assignee, all of such Assignor’s worldwide right, title, and interest in and to the Transferred IP Rights in perpetuity, in all media whether now known or hereafter invented, and any and all goodwill symbolized thereby (as applicable), including, without limitation, the Intellectual Property set forth on Schedule 1 attached hereto, the same to be used and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its successors and assigns to the end of the term or terms for which the Transferred IP Rights are granted or reissued or extended as fully and entirely as the same would have been held and enjoyed by such Assignor if this Agreement had not been made, and the right to recover for income, royalties, payments, damages and profits for past and future infringements and misappropriations of any part of the Transferred IP Rights, and the right to sue for and recover the same throughout the world in the name of Assignee or its designee.

2. Recordation of Assignment. This Agreement may be made of record in any government and/or administrative authorities, including in the United States Patent and Trademark

Office and United States Copyright Office, as appropriate and desired by Assignee at Assignee's cost and expense.

3. Foreclosure Agreement. This Agreement is expressly subject to the Foreclosure Agreement. Nothing herein shall be construed to expand, limit, change, alter, or otherwise amend the Parties' respective rights and obligations set forth under the Foreclosure Agreement. Further, nothing in this Agreement is intended by the Parties to expand the rights or remedies of any third party against Assignee or any Assignor.

4. Amendments and Waivers. No amendment, modification, waiver, replacement, termination, or cancellation of any provision of this Agreement will be valid, unless the same will be in writing and signed by all Parties.

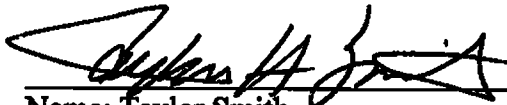
5. Miscellaneous. The provisions in Sections 8.3, 8.4, 8.5, 8.6, 8.7, 8.10, 8.12 and 8.13 of the Foreclosure Agreement are hereby incorporated into this Agreement by reference, mutatis mutandis.

[Signature Pages Follow]

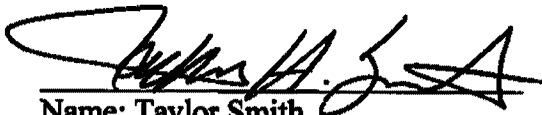
**IN WITNESS WHEREOF**, the Parties have executed this Agreement to be effective as of the Effective Date.

**ASSIGNORS:**

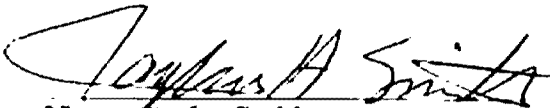
**JOERNS LLC**

By:   
Name: Taylor Smith  
Title: CEO, President

**RECOVERCARE, LLC**

By:   
Name: Taylor Smith  
Title: CEO, President

**JOERNS HEALTHCARE OPERATING LLC**

By:   
Name: Taylor Smith  
Title: CEO, President

**RECOVERCARE DELAWARE, INC.**

By:   
Name: Taylor Smith  
Title: CEO, President

**JOERNS HEALTHCARE LIMITED**

By:   
Name: Taylor Smith  
Title: CEO, President

**ASSIGNEE:**


**JOERNS HEALTHCARE, LLC**

By:   
Name: Taylor Smith  
Title: CEO, President

SCHEDULE 1

**TRANSFERRED IP RIGHTS**

Trademarks

Trademark	Owner	Country	Registration No.	Date	Registration
RECOVERAIR	RecoverCare LLC	United States	3468691*		7/15/08
RECOVERCARE	RecoverCare LLC	United States	1818236*		1/25/94
RECOVERCARE	RecoverCare LLC	United States	4531645*		5/20/14
RECOVERCARE (and Design)	RecoverCare LLC	United States	4531644		5/20/14
					
RECOVERTURN	RecoverCare LLC	United States	3517134*		10/14/08
WOUND TRAC	RecoverCare LLC	United Kingdom	UK00911160603		1/30/13

\* Trademark is owned by RecoverCare, LLC, but subject to minor defects in the chain of title for which corrective filings are in progress.

Trademark	Owner	Country	Registration No.	Date Registration
WOUND TRAC	RecoverCare LLC	EUTM	011160603	9/4/12



Patents

Title	Patent Number	Owner	Country	Issue Date
"ASSIST HANDLE ASSEMBLY FOR BEDS"	7,150,058	JOERNS HEALTHCARE, LLC	United States	12/19/06
"POWER ASSIST APPARATUS FOR USE WITH A HOSPITAL BED"	7,419,019	RECOVERCARE DELAWARE, INC.†	United States	09/02/08
"BOLSTER SYSTEM AND METHOD" (CON)	7,380,302	JOERNS, LLC	United States	06/03/08
"DYNAMIC PRESSURE RELIEVING MATTRESSES"	7,559,106	JOERNS, LLC	United States	07/14/09
"SELF INFLATING MATTRESS"	6007004194	JOERNS, LLC	Germany	01/06/10
"SELF INFLATING AIR MATTRESS"	1986525	JOERNS, LLC	European Patent Office	01/06/10

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†Patent is owned by RecoverCare, LLC, but subject to minor defects in the chain of title for which corrective filings are in progress.

Title	Patent Number	Owner	Country	Issue Date
"SELF INFLATING MATTRESS" AIR	1986525	JOERNS, LLC	France	01/06/10
"SELF INFLATING MATTRESS" AIR	1986525	JOERNS, LLC	United Kingdom	01/06/10

Copyrights

Title	Registration Number	Owner	Country	Registration Date
AutoVector/ICU.	TX0007390610	JOERNS, LLC	United States	04/25/2011
Biologic.c, rev. 2.0 / written by Joe Kerkes. (Biologics 900T)	TX0004287954	JOERNS, LLC	United States	06/13/1996
IODEF.H (Archimedes linker; EDC airbed; Airbed)	TX0003047992	JOERNS, LLC	United States	03/18/1991
Creating a Culture of Safety - Safe Patient Handling.	TXu001579883	RECOVERCARE, LLC	United States	07/08/2008
Negative Pressure Wound Therapy.	TXu001579838	RECOVERCARE, LLC	United States	07/08/2008
Practical Aspects of Bariatric Care.	TXu001579869	RECOVERCARE, LLC	United States	07/08/2008
Wound trakker / by Core Care Technologies, Inc.	TXu001068453	RECOVERCARE, LLC	United States	12/27/2002
WoundTrakker v3.0: System for measuring wounds, tracking patient care and outcomes.	TX0007033297	RECOVERCARE, LLC	United States	04/24/2008