

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM333399

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Grant of a Security Interest - Trademarks

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
United Seating and Mobility, L.L.C.		02/25/2015	LIMITED LIABILITY COMPANY: MISSOURI
Assistive Technology Group, Inc.		02/25/2015	CORPORATION: DELAWARE
Chesapeake Rehab Equipment, Inc.		02/25/2015	CORPORATION: MARYLAND

RECEIVING PARTY DATA

Name:	Cortland Capital Market Services LLC
Street Address:	225 West Washington Street, 21st Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	4082039	LIFE. IN MOTION.
Registration Number:	4082037	ATG REHAB
Registration Number:	4082038	ATG REHAB
Registration Number:	4124468	CHESAPEAKE REHAB EQUIPMENT
Registration Number:	4120782	CHESAPEAKE REHAB EQUIPMENT
Registration Number:	4166720	UNITED SEATING & MOBILITY
Registration Number:	4083274	UNITED SEATING & MOBILITY
Registration Number:	4593691	NU
Registration Number:	4589505	NUMOTION
Registration Number:	4589506	NUMOTION
Registration Number:	4555124	NU BEGINNINGS
Registration Number:	4555122	IT'S A NU DAY IN MOBILITY
Registration Number:	4555123	WE'RE TAKING MOBILITY TO A NU LEVEL
Registration Number:	4593698	MOBILITY STARTS HERE.

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CORRESPONDENCE DATA**Fax Number:** 2129096836*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:** 212-909-6000**Email:** trademarks@debevoise.com**Correspondent Name:** Mark D. Wasco, Esq.**Address Line 1:** 919 Third Avenue**Address Line 2:** Debevoise & Plimpton LLP**Address Line 4:** New York, NEW YORK 10022**ATTORNEY DOCKET NUMBER:** 20370-3072**NAME OF SUBMITTER:** Mark D. Wasco**SIGNATURE:** /Mark D. Wasco/**DATE SIGNED:** 02/26/2015**Total Attachments: 5**

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NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE SECOND LIEN AGENT (AS DEFINED IN THE INTERCREDITOR AGREEMENT DESCRIBED BELOW) PURSUANT TO OR IN CONNECTION WITH THIS AGREEMENT, THE TERMS OF ANY SECOND LIEN DOCUMENT (AS DEFINED IN THE INTERCREDITOR AGREEMENT) AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE SECOND LIEN AGENT THEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT, DATED AS OF FEBRUARY 25, 2015 (AS AMENDED, RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE "INTERCREDITOR AGREEMENT"), AMONG BANK OF MONTREAL, AS THE FIRST LIEN AGENT, AND CORTLAND CAPITAL MARKETS SERVICES LLC, AS SECOND LIEN AGENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THIS AGREEMENT OR ANY OTHER SECOND LIEN DOCUMENT, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL CONTROL.

GRANT OF A SECURITY INTEREST --TRADEMARKS

This Trademark Security Agreement (this "Agreement") is made as of February 25, 2015, by United Seating and Mobility, L.L.C., a Missouri limited liability company, Assistive Technology Group, Inc., a Delaware corporation and Chesapeake Rehab Equipment, Inc., a Maryland corporation (each a "Grantor" and collectively, the "Grantors"), in favor of Cortland Capital Market Services LLC, in its capacity as Collateral Agent for itself and the Holders (together with its successors and assigns in such capacity, "Collateral Agent").

WHEREAS, each Grantor has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed opposite its name on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, each Grantor has entered into a Pledge and Security Agreement, dated February 25, 2015 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of the Collateral Agent; and

WHEREAS, pursuant to the Security Agreement, each Grantor has granted to the Collateral Agent for the benefit of the Collateral Agent and the Holders, a continuing security interest in all right, title and interest of such Grantor in, to and under the Trademarks, and the applications and registrations thereof, together with, among other things, the goodwill of the business symbolized by the Trademarks, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations.

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor does hereby grant to the Collateral Agent and grant to the Collateral Agent for the benefit of the Holders, a continuing

security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

Anything herein to the contrary notwithstanding, the liens and security interests securing the obligations evidenced by this Agreement, the exercise of any right or remedy with respect thereto and certain of the rights of the obligees hereof are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

This 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. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

IN WITNESS WHEREOF, each Grantor and the Collateral Agent 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.

ASSISTIVE TECHNOLOGY GROUP, INC.,
as Grantor

By: David Hess
Name: David Hess
Title: Chief Financial Officer


CHESAPEAKE REHAB EQUIPMENT, INC.,
as Grantor

By: David Hess
Name: David Hess
Title: Chief Financial Officer

UNITED SEATING AND MOBILITY, L.L.C.,
as Grantor

By: David Hess
Name: David Hess
Title: Chief Financial Officer

CORTLAND CAPITAL MARKET SERVICES LLC,
as Collateral Agent

By: 
Name: Emily Ergang Pappas
Title: Associate Counsel

[Signature Page to Notice and Confirmation of Grant of Security Interest in Trademarks]

TRADEMARK
REEL: 005467 FRAME: 0110

SCHEDULE A TO GRANT OF A SECURITY INTEREST

<u>Registrant / Applicant</u>	<u>Trademark / Trademark Application</u>	<u>Status</u>	<u>U.S. Registration No. / Serial No.</u>	<u>Registration Date / Application Date</u>
Assistive Technology Group, Inc.	LIFE IN MOTION	Registered	4082039	1-10-2012
	ATG REHAB	Registered	4082037	1-10-2012
	ATG rehab	Registered	4082038	1-10-2012
Chesapeake Rehab Equipment, Inc.	CHESAPEAKE REHAB EQUIPMENT	Registered	4124468	4-10-2012
	CHESAPEAKE REHAB EQUIPMENT	Registered	4120782	4-3-2012
United Seating and Mobility, L.L.C.	United Seating & Mobility (Logo)	Registered	4166720	7-3-2012
	United Seating & Mobility	Registered	4083274	1-10-2012
United Seating and Mobility, L.L.C.	NU (logo)	Registered	4593691	1-28-2013
United Seating and Mobility, L.L.C.	NUMOTION (Literal Element)	Registered	4589505	1-28-2013
United Seating and Mobility, L.L.C.	NUMOTION (Logo)	Registered	4589506	1-28-2013
United Seating and Mobility, L.L.C.	Nu Beginnings	Registered	4555124	10-9-2013
United Seating and Mobility, L.L.C.	It's a Nu Day in Mobility	Registered	4555122	10-9-2013
United Seating and Mobility, L.L.C.	We're Taking Mobility to a Nu Level	Registered	4555123	10-9-2013
United Seating and Mobility, L.L.C.	Mobility Starts Here (Literal Element)	Registered	4593698	2-14-2013

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