TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM369348

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Ohio Medical, LLC		01/15/2016	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	NXT Capital, LLC, as Agent
Street Address:	191 North Wacker Drive, 30th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Registration Number:	3380063	OHIO MEDICAL CORPORATION
Registration Number:	3728742	OHIO MEDICAL
Registration Number:	3908244	OHIO MEDICAL
Registration Number:	3741069	OASIS
Registration Number:	3819030	AMVEX
Registration Number:	3819032	AMVEX
Registration Number:	1161635	
Registration Number:	1879109	SELECTORR SERIES
Registration Number:	1881348	HEALTHCAIR
Registration Number:	1493005	VAC-U-TEST
Registration Number:	1498505	AEROS
Registration Number:	1520716	INSTAVAC
Registration Number:	1752369	CARE-E-VAC
Registration Number:	1863115	TOTE-L-VAC
Registration Number:	2756822	HEALTHCAIR
Registration Number:	3380313	OHIO

CH $415.00 3380063

CORRESPONDENCE DATA

Fax Number: 3129021061

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: 312.577.8034
Email: oscar.ruiz@kattenlaw.com
Correspondent Name: Oscar Ruiz c/o Katten Muchin Rosenman
Address Line 1: 525 West Monroe Street
Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	342663-131
NAME OF SUBMITTER:	Oscar Ruiz
SIGNATURE:	/Oscar Ruiz/
DATE SIGNED:	01/15/2016

Total Attachments: 4
source=Ohio Medical-Trademark Security Agreement#page1.tif
source=Ohio Medical-Trademark Security Agreement#page2.tif
source=Ohio Medical-Trademark Security Agreement#page3.tif
source=Ohio Medical-Trademark Security Agreement#page4.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 15th day of January, 2016, by Ohio Medical, LLC, a Delaware limited liability company ("Grantor"), in favor of NXT Capital, LLC, in its capacity as Agent for the Lenders party to the Credit Agreement (defined below) (herein, "Grantee"):

W I T N E S S E T H

WHEREAS, Grantor, one or more of its affiliates, Grantee and the lenders identified therein are parties to a certain Credit Agreement dated as of January 15, 2016 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") providing for the extensions of credit to be made to Grantor (or one or more affiliates thereof) by Grantee and Lenders;

WHEREAS, pursuant to the terms of a certain Guarantee and Collateral Agreement dated as of January 15, 2016, among Grantor, one or more of its affiliates and Grantee (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), Grantor has granted to Grantee, for the benefit of Secured Parties, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Collateral Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure payment and performance of the Obligations;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Collateral Agreement. The Credit Agreement and Collateral Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Collateral Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure payment and performance of the Obligations, Grantor hereby grants to Grantee, for the benefit of Secured Parties, and hereby reaffirms its prior grant pursuant to the Collateral Agreement of, a lien on and security interest in Grantor's entire right, title and interest in and to the following, whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any such Trademark, or (b) injury to the goodwill associated with any such Trademark.

[Signature pages follow]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

OHIO MEDICAL, LLC

By:_____
Name: Louis Manetti
Title: Chief Operating Officer & Chief Financial Officer

Agreed and Accepted
As of the Date First Written Above

NXT CAPITAL, LLC,
as Agent

By _____
Name: Marcus Meyer
Its: Director

SCHEDULE 1

CREDIT PARTY	TRADEMARK	FILING DATE	REG. NO.	STATUS (REGISTERED/PENDING)
Ohio Medical, LLC	OHIO MEDICAL CORPORATION	10/02/2006	3380063	Registered
Ohio Medical, LLC	OHIO MEDICAL	07/08/2005	3728742	Registered
Ohio Medical, LLC	OHIO MEDICAL	10/02/2006	3908244	Registered
Ohio Medical, LLC	OASIS	02/10/2009	3741069	Registered
Ohio Medical, LLC	AMVEX	07/31/2008	3819030	Registered
Ohio Medical, LLC	AMVEX & Design	08/01/2008	3819032	Registered
Ohio Medical, LLC	Pressure Wave Design	05/19/1978	1161635	Registered
Ohio Medical, LLC	SELECTORR SERIES	01/07/1993	1879109	Registered
Ohio Medical, LLC	HEALTHCAIR	03/31/1992	1881348	Registered
Ohio Medical, LLC	VAC-U-TEST	10/30/1987	1493005	Registered
Ohio Medical, LLC	AEROS	10/30/1987	1498505	Registered
Ohio Medical, LLC	INSTAVAC	10/30/1987	1520716	Registered
Ohio Medical, LLC	CARE-E-VAC	08/26/1991	1752369	Registered
Ohio Medical, LLC	TOTE-L-VAC	09/02/1992	1863115	Registered
Ohio Medical, LLC	HEALTHCAIR	02/02/2001	2756822	Registered
Ohio Medical, LLC	OHIO	12/28/2006	3380313	Registered