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11-05-2003



Form PTO-1595

(Rev. 03/01)

OMB No. 0651-0027 (exp. 6/30/2002)

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RECORDATION

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ENT OF COMMERCE
id Trademark Office

PATENTS ONLY

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

KCI Licensing, Inc.

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

Execution Date: August 11, 2003

2. Name and address of receiving party(ies)

Name: Morgan Stanley & Co. Incorporated

Internal Address: _____

Street Address: 1585 Broadway

City: New York State: NY Zip: 10036

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s)

10/382,978

B. Patent No.(s)

N/A

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Intellectual Property Docketing

Internal Address: SHEARMAN & STERLING LLP

Street Address: 599 Lexington Avenue

City: New York State: NY Zip: 10022

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00

- ☒ Enclosed
☒ Authorized to be charged to deposit account

8. If check is missing or otherwise insufficient, charge deposit account number:

50-0324

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is true copy of the original document.

Daniel C. Glazer

Name of Person Signing

Signature

October 30, 2003

Date

Total number of pages including cover sheet, attachments, and documents: 7

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

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PATENT
REEL: 014650 FRAME: 0164

INTELLECTUAL PROPERTY SECURITY AGREEMENT
FOR PATENT APPLICATION

This INTELLECTUAL PROPERTY SECURITY AGREEMENT FOR PATENT APPLICATION (as amended, amended and restated, supplemented or otherwise modified from time to time, the "IP Security Agreement for Patent Application") dated as of August 11, 2003, is made by the Person listed on the signature page hereof (the "Grantor") in favor of Morgan Stanley & Co. Incorporated, as collateral agent (the "Collateral Agent") for the Agents and Lenders (as defined in the Credit Agreement referred to below).

WHEREAS, Kinetic Concepts, Inc., a Texas corporation, has entered into a Credit Agreement dated as of August 11, 2003 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with Morgan Stanley Senior Funding, Inc., as Administrative Agent, Morgan Stanley & Co. Incorporated, as Collateral Agent, Credit Suisse First Boston, as Syndication Agent, Wells Fargo Bank, National Association, as Issuing Bank, J.P. Morgan Chase Bank, Wells Fargo Bank, National Association and The Bank of Nova Scotia, as Documentation Agents, and the Lender Parties party thereto. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, as a condition precedent to the making of extensions of credit and the issuance of Letters of Credit by the Lenders under the Credit Agreement, the Grantor and certain other Persons have executed and delivered that certain Guarantee and Collateral Agreement dated as of August 11, 2003 made by the Grantor and such other Persons to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"). Terms defined in the Guarantee and Collateral Agreement and not otherwise defined herein are used herein as defined in the Guarantee and Collateral Agreement.

WHEREAS, under the terms of the Guarantee and Collateral Agreement, the Grantor has granted to the Collateral Agent, for the ratable benefit of the Agents and Lenders, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed as a condition thereof to execute this IP Security Agreement for Patent Application for recording with the U.S. Patent and Trademark Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Grant of Security. The Grantor hereby grants to the Collateral Agent for the ratable benefit of the Agents and Lenders a security interest in all of such Grantor's right, title and interest in and to the following (the "Collateral");

- (i) all patents and patent applications owned by the Grantor, including, without limitation, (i) all reissues, extensions, divisions, continuations, continuations-in-part, renewals and re-examinations thereof, (ii) utility models and

statutory invention registrations, and (iii) all inventions and improvements claimed or disclosed therein, including the patent application set forth in Schedule A hereto;

(ii) all trademark and service mark registrations and applications owned by the Grantor (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with all (i) renewals in connection therewith, (ii) goodwill associated therewith and (iii) common-law rights related thereto;

(iii) all copyrights owned by the Grantor, whether registered or unregistered and whether for published or unpublished works, now owned or hereafter acquired by such Grantor, including, without limitation, (i) all registrations and applications therefor and (ii) all renewals thereof;

(iv) all rights, priorities and privileges relating to any of the foregoing, whether arising under United States, multinational or foreign laws or otherwise, and all rights (but not the obligation) to sue at law or in equity for any infringement or other impairment thereof, including the right to receive all proceeds and damages therefrom; and

(v) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in, the Collateral by the Grantor under this IP Security Agreement for Patent Application secures the payment of all Obligations of the Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. Recordation. The Grantor authorizes and requests that the Commissioner for Patents and any other applicable government officer record this IP Security Agreement for Patent Application.

SECTION 4. Grants, Rights and Remedies. This IP Security Agreement for Patent Application has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 5. Governing Law. This IP Security Agreement for Patent Application shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement for Patent Application to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

KCI LICENSING, INC.

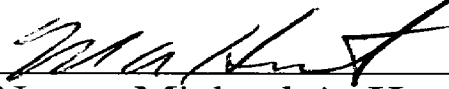
By: 
Dennis E. Noll
Vice President

Address for Notices:
8023 Vantage Drive
San Antonio, Texas 78230-4726
Attention: Chief Executive Officer

ACKNOWLEDGED AND AGREED:

MORGAN STANLEY & CO.

INCORPORATED, as Collateral Agent

By: _____

Name: Michael A. Hart

Title: Managing Director

Address for Notices:

1585 Broadway

New York, NY 10036