

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF SECURITY INTEREST IN PATENTS (SECOND LIEN)
CONVEYING PARTY DATA	
Name	Execution Date
JEFFERIES FINANCE LLC	12/13/2011
RECEIVING PARTY DATA	
Name:	GOLUB CAPITAL MANAGEMENT LLC, as Second Lien Agent
Street Address:	666 Fifth Avenue, 18th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10103
PROPERTY NUMBERS Total: 4	
Property Type	Number
Patent Number:	D420118
Patent Number:	D414557
Patent Number:	6234976
Patent Number:	6200272
CORRESPONDENCE DATA	
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Address Line 4:	Boston, MASSACHUSETTS 02110
ATTORNEY DOCKET NUMBER:	31199/066
NAME OF SUBMITTER:	Christine Slattery
Total Attachments: 3 source=Golub Patent Assignment (Execution)#page1.tif source=Golub Patent Assignment (Execution)#page2.tif source=Golub Patent Assignment (Execution)#page3.tif	

CH \$160.00 D420118

ASSIGNMENT OF SECURITY INTEREST IN PATENTS
UNDER THE GRANT OF SECURITY INTEREST IN PATENTS

ASSIGNMENT dated as of December 13, 2011, from JEFFERIES FINANCE LLC, as Second Lien Agent for the Secured Parties (in such capacity as Second Lien Agent, the "Existing Agent"), to GOLUB CAPITAL MANAGEMENT LLC, as the successor Second Lien Agent for the Secured Parties effective as of the date hereof (together with its successors and assigns, the "Second Lien Agent"). All terms capitalized but not otherwise defined herein shall have the same meanings as in the Second Lien Guarantee and Collateral Agreement (as such term is defined in the Patent Agreements as defined below).

WITNESSETH:

WHEREAS, pursuant to (i) that certain Grant of Security Interest in Patents, dated as of November 30, 2011 by CHS Services, Inc. in favor of Existing Agent, recorded with the Patent Assignment Division of the United States Patent and Trademark Office on December 2, 2011 at Reel 027316, Frame 0785, (ii) that certain Grant of Security Interest in Patents, dated as of November 30, 2011 by Sechrist Industries, Inc. in favor of Existing Agent, recorded with the Patent Assignment Division of the United States Patent and Trademark Office on December 2, 2011 at Reel 027315, Frame 0980, and (iii) that certain Grant of Security Interest in Patents, dated as of November 30, 2011 by Wound Care Centers, Inc. in favor of Existing Agent, recorded with the Patent Assignment Division of the United States Patent and Trademark Office on December 2, 2011 at Reel 027315, Frame 0916 (collectively, the "Patent Agreements"), each Grantor granted a security interest to the Existing Agent in certain Patent Collateral including the Patents set forth on Schedule 1 hereto; and

WHEREAS, the Existing Agent has assigned all of its rights, powers and privileges as Second Lien Agent under the Credit Agreement, the Second Lien Guarantee and Collateral Agreement and the other Loan Documents to the Second Lien Agent; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon the terms set forth in this Assignment, the Existing Agent hereby acknowledges and agrees as follows:

1. Definitions. The term "Patents" shall have the meaning ascribed to it in the Second Lien Guarantee and Collateral Agreement, without limitation, those items listed on Schedule 1 hereto.

2. Assignment of Security Interest. The Existing Agent hereby assigns all of its rights, powers and privileges under the Patent Agreements, including those respecting the Patents and any Patent applications and registrations, to the Second Lien Agent.

3. Further Assurances. Subject to the terms of that certain Administrative Agent Resignation Agreement – Second Lien Term Loan Facility, dated as of December 13, 2011, the Existing Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect this Assignment.


[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the undersigned has executed this Assignment of Security Interest in Patents by its duly authorized officer as of the date first written above.

EXISTING AGENT:

JEFFERIES FINANCE LLC

By:



Name: E. Joseph Hess

Title: Managing Director

EXHIBIT 1

Patents and Patent Licenses

Owner	Name	Number	Issue Date	Expiration Date	Jurisdiction
Sechrist Industries, Inc.	VENTILATOR	D420118	2/1/2000	2/1/2014	U.S.
Sechrist Industries, Inc.	HYPERBARIC CHAMBER CONTROL PANEL	D414557	9/28/1999	9/28/2013	U.S.
CHS Services, Inc.	DEVICE FOR EVALUATING PROTECTIVE SENSATION	6,234,976	5/22/2001	9/24/2016	U.S.
***Wound Care Centers, Inc.	FOLDING CARD DEVICE FOR EVALUATING PROTECTIVE SENSATION	6,200,272	3/13/2001	6/8/2019	U.S.

*** Registered owner is Curative Health Services, Inc.